

September 7, 2011

SHELBY COUNTY BOARD MEETING AGENDA

September 14, 2011 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Kristie Warfel, CEFS Transportation Director – Section 5311 Downstate Operating Grant Agreements, Resolutions
5. Chairman Cannon – Approval of Budget for Fiscal Year 2011 - 2012
6. Chairman Cannon – Approval of Levies for Fiscal Year 2011 - 2012
7. County Highway Engineer Alan Spesard – Highway Engineer's Report
8. EMA Coordinator/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports
9. Steve Melega, Health Department Administrator – Private Sewage Code Update
10. Committee Reports
11. Chairman Updates
12. Chairman Appointments
13. Correspondence
14. Public Body Comment
15. Adjournment

COFFEE: Jury Room B - 8:30 A. M.

October Board Meeting: Health Department Inoculation Clinic

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

September 14, 2011 – 9:00 A.M.

The Shelby County Board met on Wednesday, September 14, 2011, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. All present recited the Pledge of Allegiance.

County Clerk Kathy Lantz called the roll. Fred Doerner and Gary Gergeni were absent. Glenn R. "Dick" Clark was tardy. Robin Robertson was excused from the meeting at 9:50 A.M.

Minutes for the August 10, 2011 board meeting were presented for approval.

MOTION: Norma Stewart made motion to approve the minutes of the August 10, 2011 board meeting as presented.
Jim Warren seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Kristie Warfel, C.E.F.S. Transportation Director, presented the following documents requiring approval of the County Board for public transportation. The documents included two resolutions – authorizing execution and amendment of downstate operating assistance (DOAP) grant agreement and the other to allow Effingham County to become a participating county in the regional transit system through an intergovernmental agreement and resolution to provide transit services for all of Effingham County residents; two agreements – downstate public transportation operating assistance grant agreement and non-metro area transportation operating, capital and administrative assistance grant agreement. (See Resolutions and Agreements for additional details).

MOTION: Richard Hayden made motion to approve the Resolution to authorize execution and amendment of the DOAP agreement and the two agreements stated above as presented.
Kay Kearney seconded the motion.

VOTE: All voted aye by voice and the motion carried.

MOTION: Barbara Bennett made motion to approve the Resolution to allow Effingham County to become a participating county in the regional transit system as presented.
Robin Robertson seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Chairman Cannon presented the Fiscal Year 2011 – 2012 County Budget (\$10,046,313.00) followed by the FY 2011 – 2012 County Levy. (See Budget and Levy Resolutions for further details). Finance Committee Chair Rob Amling explained how the Budget Committee set and approved the levy on September 7, 2011. Discussion was held.

Tax Rate Limit *	Estimated EAV	\$320,907,719.00
<u>RATE</u>	<u>LEVY</u>	<u>LEVIED</u>
.44710	Corporate	\$1,434,753.00
.12465	I. M. R. F.	400,000.00
.15001	County Highway	481,362.00
.04436	County Bridge	142,323.00
.1500*	Mental Health	481,362.00
.0500*	Federal Aid Matching	160,454.00
.10129	County Health	325,047.00
.02338	Liability	75,000.00
.09193	Social Security	295,000.00
.02286	Cooperative Extension	73,333.00
.00780	Unemployment	25,000.00
.01559	Workman's Compensation	50,000.00
<u>.01311</u>	<u>Airport</u>	<u>42,071.00</u>
1.24208		\$3,985,705.00
Estimated EAV \$255,478,166.00		
.01958	Ambulance	\$ 50,000.00

MOTION: Dave Cruitt made motion to approve the levy resolutions, for tax year 2011, payable in 2012, in one roll call vote.
Larry Lenz seconded the motion.

VOTE: Roll Call Vote:
Aye: Amling, Barr, Bennett, Behl, Clark, Cruitt, Durbin, Hayden, Jordan, Kearney, Lenz, Pauley, Robertson, Roessler, Sims, Stewart, Strohl, Warren, Wetherell
Nay: None
Absent: Doerner, Gergeni
Not Voting: Cannon
Motion Carried.

At this time, Chairman Cannon called for the County Highway Engineer's report while a discrepancy in the budget could be resolved.

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard presented two Petitions – to replace a culvert in Ash Grove Township, to replace a culvert in Windsor Township. (See Petitions attached to these minutes for further descriptions, funding division of costs, estimates, etc.).

Petition – replace a culvert in Ash Grove Township:

MOTION: Bob Behl made motion to approve the Petition to replace a culvert in Ash Grove Township as presented.
Don Strohl seconded the motion.
VOTE: All voted aye by voice and the motion carried.

Petition – replace a culvert in Windsor Township:

MOTION: Joe Sims made motion to approve the Petition to replace a culvert in Windsor Township as presented.
Glenn R. “Dick” Clark seconded the motion.
VOTE: All voted aye by voice and the motion carried.

Ending his report, Mr. Spesard gave some updates and highlights of the County Highway Department and answered several questions from the board. The grant to purchase signage was approved and the bid letting for contractors to provide the signs will be held at the Highway Department on October 6th. Mr. Spesard noted the bridge projects that have started, would start soon and those that have been completed.

Chairman Cannon presented the Fiscal Year (FY) 2011-2012 Budget (\$10,046,313.00) for adoption. It was noted that union contracts would change department budget totals.

MOTION: Glenn R. “Dick” Clark made motion to approve the FY 2011-2012 Budget as presented.
Don Strohl seconded the motion.
VOTE: Roll Call Vote:
Aye: Amling, Barr, Bennett, Behl, Clark, Cruitt, Durbin, Hayden, Jordan, Kearney, Lenz, Pauley, Robertson, Roessler, Sims, Stewart, Strohl, Warren, Wetherell
Nay: None
Absent: Doerner, Gergeni
Not Voting: Cannon
Motion Carried.

Due to the absence of EMA/Zoning Administrator Jared Rowcliffe, this month’s Zoning/EMA report will be delayed until the October board meeting.

Steve Melega, Health Department Administrator, reported to the board that at the Joint Commission of Administrative Rules (JCAR) August 16th meeting, JCAR voted not to issue a Certificate of No Objection on the proposed sewage code. The proposed regulations lapsed when the rules expired on August 27th. Mr. Melega answered questions from the board.

Chairman Cannon called for committee reports. Those reporting were:

Fees and Salaries Committee – Mr. Pauley stated all bills were approved. The Committee questioned if the board members would like rules and regulations defining mileage and meeting per diems. Chairman Cannon said the Legislative Committee may need to be involved as well as State’s Attorney Deborah Riley. Chairman Cannon noted that the Fees and Salaries Committee may need to explore special fees for special projects. Discussion followed.

Purchasing Committee – Mr. Strohl stated all bills were in order.

Finance Committee – Mr. Amling stated that the County’s Litigation Fund is no longer used. It was suggested that the fund balance be used for the pay back to the tax buyer who purchased the Eagle Creek taxes at the 2009 tax sale. Another suggestion was to transfer part of the fund balance to the Highway Department. Mr. Amling noted that it was the opinion of the Mrs. Riley and the County Auditor that this could be done. Treasurer Debra Page explained how the Litigation Funds were acquired.

At this time, Robin Robertson was excused from the meeting by Chairman Cannon.

MOTION: Don Strohl made motion to transfer \$40,000.00 from the Litigation Fund to the Highway Department for road oil pending the approval of the State’s Attorney.
Bob Behl seconded the motion.

Answering a question from the board, Mr. Spesard stated that the department could spread the road oil this year. Mrs. Page requested time to discuss the transfer of funds with Mrs. Riley since she wasn’t involved in the discussion to transfer funds. Mrs. Riley returned to the board meeting and explained that the Attorney General’s staff said that if the Litigation Fund isn’t used it may be transferred to the General Fund.

At this time, Chairman Cannon called for the vote.

VOTE: All voted aye by voice with the exception of one nay
and the motion carried.

Animal Control Committee – Mr. Jordan introduced Bradley Hudson, the newly appointed Animal Control Warden, to the board. Mr. Hudson noted the job is interesting and he had a lot to learn. Chairman Cannon welcomed Mr. Hudson on behalf of the County.

Public Health Committee – Mr. Barr stated that the bills were okay.

Regional Office of Education – Mrs. Kearney gave an ROE update and a brief explanation of the ROE Report of Official Acts received by each board member.

Airport Committee – Chairman Cannon stated that Mr. Potter (former fixed base operator) has helped Mr. Putney sign off on annual maintenance reports. A brief report on the progress of grants and improvements at the Airport was provided by Chairman Cannon.

Public Buildings Committee – Mr. Warren stated that they are waiting to see what happens with the grant applications.

Solid Waste Committee – Mr. Warren stated that another recycling day will be held on Saturday, September 17th at the Shelby County Highway Garage and referenced the flyer handed out to the board. Yolanda Nation from the Cooperative Extension Office has the local 4-H groups involved in collecting and delivering recycling items. Jim Looft, County Director, stated that people may contact the Cooperative Extension Office or a 4-H Club for additional information.

Kaskaskia Basin Watershed Planning Committee – Mr. Amling gave an update on the Report to Congress regarding the Kaskaskia River Illinois Watershed Performance Measures. Copies of the report are available in the County Clerk's Office.

Liquor Control Commission – Chairman Cannon stated ten liquor licenses were renewed for the new term September 1, 2011 – August 31, 2012. One of the ten licenses was voided at the request of the holder as he was selling his business.

The Chairman had no updates to report.

Chairman Cannon requested the following appointments:

Mose, Yockey, Brown and Kull, as County Auditor

Lance Berry, member Union Drainage #1, Pickaway and Todds Point Townships

MOTION: Glenn R. "Dick" Clark made motion to approve the
Chairman's appointments as presented.
Dave Cruitt seconded the motion.


VOTE: All voted aye by voice and the motion carried.

Chairman Cannon called for Public Body comment. There was none.

There was no further business to come before the Shelby County Board.

MOTION: Glenn R. "Dick" Clark made motion to assess mileage and
per diem for the September meetings, to pay the bills and
payroll as approved by the committees and adjourn until the
next regular meeting to be held on October 12, 2011.
Jim Warren seconded the motion.

VOTE: All voted aye by voice, motion carried and the meeting was
adjourned at 10:20 A.M.


Kathy A. Lantz
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

September 14, 2011 REGULAR SESSION

		ROLL CALL			QUESTIONS									
		MILEAGE	9 / 14 / 2011 A.M.	/ / 2011 P.M.	11-48 ON MOTIONS TO approve FY 11-12 Budget	ON MOTIONS TO	ON MOTIONS TO	ON MOTIONS TO	ON MOTIONS TO	ON MOTIONS TO	ON MOTIONS TO	ON MOTIONS TO	ON MOTIONS TO	ON MOTIONS TO
COUNTY BOARD MEMBERS					AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓		✓									
110	BARR, KENNETH	50	✓		✓									
116	BEHL, ROBERT H.	42	✓		✓									
117	BENNETT, BARBARA	40	✓		✓									
45	CANNON, BRUCE	26	✓		X									
133	CLARK, GLENN "DICK"	12	A		✓									
99	CRUITT, DAVID		✓		✓									
25	DOERNER, FRED		A		A									
214	DURBIN, JESSE	12	✓		✓									
105	GERGENI, GARY	26	A		A									
177	HAYDEN, RICHARD	44	✓		✓									
193	JORDAN, ROBERT N.	31	✓		✓									
64	KEARNEY, KAY		✓		✓									
206	LENZ, LARRY	26	✓		✓									
457	PAULEY, ROGER	18	✓		✓									
181	ROBERTSON, ROBIN		✓		✓									
148	ROESSLER, JOHN JACK	12	✓		✓									
221	SIMS, TERRY JOE	24	✓		✓									
137	STEWART, NORMA J.	52	✓		✓									
46	STROHL, DON	45	✓		✓									
329	WARREN, JAMES	28	✓		✓									
44	WETHERELL, DALE	46	✓		✓									

2 absent
20 present

19 ayes
2 absent
1 not voting
Chair

SHELBY COUNTY

September 14, 2011 REGULAR SESSION

		ROLL CALL			QUESTIONS									
COUNTY BOARD MEMBERS		MILEAGE	A.M. 9/14/2011	P.M. 9/14/2011	011-34 ✓ ON MOTIONS TO approve Carpanota Levy	11-35 ✓ ON MOTIONS TO approve	IMRF Levy	11-36 ✓ ON MOTIONS TO approve County Highway Levy	11-37 ✓ ON MOTIONS TO approve County Bridge Levy	11-38 ✓ ON MOTIONS TO approve Mental Health Levy	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35			✓									
110	BARR, KENNETH	50			✓									
116	BEHL, ROBERT H.	42			✓									
117	BENNETT, BARBARA	40			✓									
45	CANNON, BRUCE	26												
133	CLARK, GLENN "DICK"	12			✓									
99	CRUITT, DAVID				✓									
25	DOERNER, FRED				A									
214	DURBIN, JESSE	12			✓									
105	GERGENI, GARY	26			A									
177	HAYDEN, RICHARD	44			✓									
193	JORDAN, ROBERT N.	31			✓									
64	KEARNEY, KAY				✓									
206	LENZ, LARRY	26			✓									
457	PAULEY, ROGER	18			✓									
181	ROBERTSON, ROBIN				✓									
148	ROESSLER, JOHN JACK	12			✓									
221	SIMS, TERRY JOE	24			✓									
137	STEWART, NORMA J.	52			✓									
46	STROHL, DON	45			✓									
329	WARREN, JAMES	28			✓									
44	WETHERELL, DALE	46			✓									

19 aye →
 0 nay →
 2 absent →
 1 not voting (chair) →
 motion carried

QUESTIONS

ON MOTIONS TO	approve	AYE	
11-40 ✓	Federal Aid Matching Levy	NAY	
ON MOTIONS TO	approve	AYE	
11-41 ✓	County Health Levy	NAY	
ON MOTIONS TO	approve	AYE	
11-42 ✓	Liability Levy	NAY	
ON MOTIONS TO	approve	AYE	
11-43 ✓	Social Security Levy	NAY	
ON MOTIONS TO	approve	AYE	
11-44 ✓	Cooperative Extension Levy	NAY	

QUESTIONS

ON MOTIONS TO	approve	AYE	
11-45 ✓	Unemployment Levy	NAY	
ON MOTIONS TO	approve	AYE	
11-46 ✓	Workmen's Compensation Levy	NAY	
ON MOTIONS TO	approve	AYE	
11-47 ✓	Airport Levy	NAY	
ON MOTIONS TO	approve	AYE	
11-48 ✓	Ambulance Levy	NAY	
ON MOTIONS TO		AYE

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

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

WHEREAS, the Downstate Public Transportation 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 of improved public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

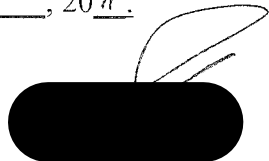
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF SHELBY COUNTY:

Section 1. That the Shelby County enter into a Downstate Public Transportation Operating Assistance Agreement, Contract No. 4115, Grant No. OP-12-36-IL ("Agreement") with the State of Illinois and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of the Downstate Public Transportation Act (30 ILCS 740/1 *et seq.*).

Section 2. That the Shelby County Board Chairman of the Shelby County is hereby Authorized and directed to execute the Agreement or its amendment(s) on behalf of Shelby County for such assistance.

Section 3. That the Shelby County Board Chairman of the Shelby County is hereby Authorized to provide such information and file such documents as may be required to perform the Agreement or its amendment(s) and to request and receive the grant funding.

ADOPTED this 14th day of September, 2011.



Bruce Cannon, Shelby County Board Chairman

RESOLUTION

WHEREAS, the Shelby County Board has been made aware of C.E.F.S. Economic Opportunity Corporation's Central Illinois Public Transit Program strategic efforts to be the administrator and operator for public transportation in Effingham County; and

WHEREAS, Effingham County is currently involved in the planning process to develop a countywide coordinated public transit system and will soon select a transportation provider to administer, manage and operate the public transit system in Effingham County; and

WHEREAS, C.E.F.S. Economic Opportunity Corporation's Central Illinois Public Transit Program has provided effective public transportation for over 25 years, in a six county service area, with Shelby County serving as the grantee in coordination with the participating counties of Clay, Douglas, Fayette, Montgomery and Moultrie, with the ultimate goal of meeting the local transit and mobility needs of all customers. Currently, C.E.F.S. Central Illinois Public Transit Program is providing effective transportation in Effingham County for older Americans under a grant from Midland Area Agency on Aging. Further, C.E.F.S. Economic Opportunity Corporation's Central Illinois Public Transit Program has the existing human and capital resource capacity to accommodate expanded routes and rides for all residents in Effingham County and can effectively be up and running as soon as the Effingham County Board makes their decision; and

WHEREAS, Shelby County provides essential and effective governmental services to the individuals and families in the County of Shelby; and

WHEREAS, C.E.F.S. CIPT Program has effectively coordinated with Shelby County for over 25 years to improve lives, living conditions and mobility that has ensured that all citizens are able to live in dignity; and

WHEREAS, Shelby County is truly interested in coordinating with an existing local regional transportation system such as Central Illinois Public Transit that has the capacity, and resources to implement an effective transit system to meet the ridership and community needs for mobility. Shelby County is interested in bringing Effingham County into the regionally coordinated CIPT transit system through an intergovernmental agreement and resolution.

NOW THEREFORE, I, Bruce Cannon, Chair of the Shelby County Board, do hereby resolve that C.E.F.S Economic Opportunity Corporation's Central Illinois Public Transit Program should be designated by the Effingham

County Board to be the public transit administrator and operator in charge of managing of the Effingham County public transit system and become a participating county in the regional transit system through an intergovernmental agreement and resolution to provide effective transit services for all of Effingham County residents.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Shelbyville, in Shelby County, in the State of Illinois on this 14th day of September 2011.



*Bruce Cannon, Chairperson
Shelby County Board
Shelby County*

Handwritten mark

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

DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE
GRANT AGREEMENT
(30 ILCS 740/2-1)

CONTRACT NO. 4115

STATE GRANT NO. OP-12-36-IL

Approved as to Form
by Chief Counsel's Office:
REV: 7/8/11
DOAP

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Exhibit A, entitled "School Bus Certification"

Exhibit B, entitled "Drug Free Workplace Certification"

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This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and Shelby County (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois (hereinafter the "Project");

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;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - DEFINITIONS

As used in this Agreement:

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor
- C. "OMB" means the U.S. Office of Management and Budget.

ITEM 2 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Department.

ITEM 3 - PROJECT BUDGET

Under the Act, the Department enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2012, up to the corresponding identical or minimally different appropriation amount provided by Public Act 097-0065, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), 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 2012 does not exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the maximum amount of \$602,100, subject to the limitations set forth above, the Act and the Rules.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2012 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

ITEM 4 - FAILURE TO APPROPRIATE FUNDS

This Agreement is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly. 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 Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project.

ITEM 5 - PAYMENT PROCEDURES

The Department shall process up to a total of five 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. 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:

- A. 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
- B. a reimbursement for actual quarterly expense and revenue incurred; or
- C. a combination of both.

Advance 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 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 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust 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.

ITEM 6 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses include, but are not limited to the following:

- A. employee wages and benefits;
- B. materials, fuels and supplies;
- C. rental of facilities;
- D. taxes other than income taxes;
- E. payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Department's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
- F. non-rolling stock-equipment purchases that are less than \$10,000;
- G. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;

- H. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
- I. reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4)
- J. established reserves for self-insurance programs;
- K. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
- L. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
- M. any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

ITEM 7 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include, but are not limited to, the following:

- A. depreciation, whether funded or unfunded;
- B. amortization of any intangible assets;
- C. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- D. profit or return on investments;
- E. excessive payments to associated entities;
- F. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
- G. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
- H. travel and entertainment expenses incurred in attending non-public transportation-related activities;
- I. charter, school bus and sightseeing expenses as defined by the FTA;
- J. fines and penalties;
- K. charitable donations;

- L. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
- M. income taxes;
- N. that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
- O. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
- Q. expenses for freight haulage provided by Grantee;
- R. any expense that is reimbursed from insurance proceeds;
- S. maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and
- T. any other expense determined by the Department to be inconsistent with federal regulations or requirements.

If a Grantee receives federal operating assistance funds through the Department, and federal law prohibits the Grantee from using those funds to pay for any expense that is an eligible operating expense under the Act or the Rules, then that expense shall be ineligible for reimbursement.

ITEM 8 - RECORD RETENTION

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

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

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.

ITEM 9 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. 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.

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.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

ITEM 10 - GRANTEE'S INDEPENDENT AUDIT

Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules 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.

ITEM 11 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. At the discretion of the Department, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall

be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

ITEM 12 - ETHICS

A. Code of Conduct

1. Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal 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 state or federal 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 which 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 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 subcontracts. 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. 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.

- C. 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.

ITEM 13 - UNLAWFUL DISCRIMINATION

- A. Human Rights - Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 *et seq.*); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.
- B. Sexual Harassment - The Grantee shall have written sexual harassment policies that 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.

ITEM 14 - SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage 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 able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit A.

ITEM 15 - GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to

initiate and consummate all actions necessary to enable it to enter into this Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department:

- A. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, stating:
 - a. the Grantee is lawfully organized;
 - b. the Grantee is an eligible "participant" as defined in the Act;
 - c. the Grantee is legally authorized to enter into this Agreement; and
 - d. this Agreement will be legally binding on the Grantee.
- B. a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

ITEM 16 - DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit B.

ITEM 17 - INDEMNIFICATION AND INSURANCE

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

ITEM 18 - INDEPENDENCE OF GRANTEE

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be,

agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 19 - NON-WAIVER

Grantee agrees that in no event shall any action, 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 of covenant or any default on the part of the Grantee which may then exist; and any action, including the making of such 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 20 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, 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 payments, or any portion thereof, which the Grantee has received.

ITEM 21 - DISPUTE RESOLUTION

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 22 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 23 - AMENDMENT

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

ITEM 24 - SEVERABILITY

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

ITEM 25 - ASSIGNMENT

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and 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.

ITEM 26 - DOCUMENTS FORMING THIS AGREEMENT

This Agreement, together with Exhibits A and B; the Grantee's Application for the fiscal year as approved by and on file at the Department; the Standard Forms; and all other documents or materials requested by the Department submitted by the Grantee and accepted by the Department before and after execution of this Agreement constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

ITEM 27 - ETHANOL GASOLINE

Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

ITEM 28 - 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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IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 2011 through June 30, 2012.

Accepted on behalf of Shelby County:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Sign &

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 & Intermodal Transportation

Date

Matthew Hughes, Director, Office of Finance and Administration

Date

Ellen Schanzle-Haskins, Chief Counsel
(Approved as to form)

Date

Ann Schneider, Acting Secretary

Date

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EXHIBIT A

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.

Shelby County:

Signature of Authorized
Representative

Title

Date

Sign

EXHIBIT B

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.

Shelby County:

Signature of Authorized Representative

Sign 8

Title

Date

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

 Shelby County

NON-METRO AREA TRANSPORTATION
 OPERATING, CAPITAL AND ADMINISTRATIVE ASSISTANCE
 GRANT AGREEMENT
 (49 USC §5311)

CONTRACT NO. ____ 4175 ____

STATE GRANT NO. ____ RPT-12-019 ____

FEDERAL GRANT NO. ____ IL-18-X028 ____

CFDA NO. ____ 20.509 ____

FEDERAL PROGRAM: ____ Section 5311 ____

Approved as to Form
 by Chief Counsel's Office
 REV: 7/15/11
 5311.doc

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Exhibit A, entitled "Grantee's Section 5311 Application" (on file at the Department)

Exhibit B, entitled "Approved Project Budget"

Exhibit C, entitled "IDOT & FTA Assistance Programs Certifications and Assurances" (on file at the Department)

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

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

This Contract No. 4175 (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 of Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference as Exhibit "A"; and

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

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

ITEM 1 - DEFINITIONS

As used in this Agreement:

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

H. "Section 5311" (formerly known as "Section 18") refers to the "Formula Grant Program for Areas Other than Urbanized 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).

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

ITEM 2 – THE PROJECT

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

ITEM 3 - AMOUNT OF GRANT

The Department will fund up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Grantee (and/or Grantee's contractor) during state fiscal year 2012 (hereinafter referred to as "fiscal year") 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. 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.

If the Project includes operating capital expenditures, the Department will provide up to 50% of the costs of the eligible operating capital expenses, subject to the amount in the Approved Project Budget. These capital items will be treated as operational support expenses and included as operating expenses to determine deficit. In no event shall the operating capital portion of the Grant exceed 10% of the Approved Project Budget.

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement is \$383,697.

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

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

ITEM 4 - THE PROJECT BUDGET

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

ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT

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

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

ITEM 6 - REVERSION OF GRANT FUNDS

- A. Illinois Grant Funds Recovery Act - This Grant is subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1. This Grant is valid until June 30, 2012, and grant funds are available until said date unless the Department, at its discretion, grants an extension of time. Any grant funds which are not expended or legally obligated by the Grantee at the end of the Grant Agreement or by the expiration of the period of time grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the Project Settlement & Close-Out ITEM of this Agreement. This date is subject to further revision at the sole determination and discretion of the Department.

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

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

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

ITEM 7 - ACCOMPLISHMENT OF THE PROJECT

- A. General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the

provisions of this Agreement, including all documents listed in ITEM 5 above, and in compliance with all applicable laws and Department guidelines, as from time to time adopted.

- B. Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Department and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

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

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

ITEM 8 - REQUISITIONS AND PAYMENTS

- A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Department will honor any properly submitted requests

in the manner set forth in this ITEM. In order to receive Grant payments pursuant to this Agreement, the Grantee must:

1. complete, execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
 2. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Department, to substantiate these costs;
 3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
 4. have submitted all financial and progress reports currently required by the Department; and
 5. have received approval by the Department for all budget revisions required to cover all costs to be incurred through the end of the requisition period.
- B. Payment by the Department - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Department, the Department will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Department of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Department, towards the timely completion of the Project. If all of these circumstances are found to exist, the Department will reimburse apparent allowable costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum amount of the Grant therefore as shown in the Approved Project Budget. Requisitions may not be submitted more frequently than quarterly. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the allowability of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will make a final determination as to allowability of any payments made to Grantee only after a final audit of the Project has been concluded.
- In the event the Department determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.
- C. Allowable Costs - In addition to the other requirements of this Agreement, to be considered "allowable" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors, be documented to the satisfaction of the Department, and meet the criteria set forth in the applicable provisions of the Department's 5310/5311 Grants Management Manual, as revised from time to time.
- D. Disallowed Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, the Department will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in ITEM 3 of this Agreement or other date specifically authorized by the Department; (iii) costs incurred by the Grantee which are not provided for in the latest Approved Project Budget; and (iv) except as otherwise provided in Department guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Department.
- E. Excluded Costs - Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or

elsewhere, for excess payments, or for disallowed costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.

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

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

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

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

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

ITEM 9 - CONTINUANCE OF SERVICE

The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, or by contract, as the case may be, the 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. At least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Department, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Department, detailing the services that are proposed for reduction or termination. The Department shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

ITEM 10 – REAL PROPERTY, EQUIPMENT AND SUPPLIES

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

- A. Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Department. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Department may require the Grantee to return the entire

amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Department within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

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

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

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

C. Transfer of Project Facilities

1. Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Department (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).
 2. Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Department. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.
- D. Withdrawn Property - If any Project Facilities are not used in 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 any item of the Project Facilities whose unit value exceeds \$5,000, or the Project Facility, at the option of the Department. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.
2. Fair Market Value - The following requirements apply to the calculation of fair market value:
 - a. Project Facilities - Unless otherwise approved in writing by the Department, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Department with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.
 - b. Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.
- E. Disposition of Property - After the end of its useful life, if any fixed facility (in whole or in part) or revenue service vehicle funded through this Agreement is planned to be disposed of, the Grantee shall notify the Department thereof not later than 30 days prior to its planned disposition.
- F. Misused or Damaged Property - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.
- G. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.
- H. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:
 1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or

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

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

ITEM 11 - PROCUREMENT

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

All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 10% 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. All costs for capital activity funded through this Agreement must be expended by the Grantee within three months of the end of 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.

In the event the Grantee has followed all the procedures set forth in the Section 5310/5311 State Management Plan and obtained all required approvals, the Department will revise the Approved Project Budget and send a copy of the revised budget to the Grantee. The Grantee will be only reimbursed after the Department has revised the Approved Project Budget, the Grantee has paid for the activity, and the Grantee has requisitioned the expenses as an Operating Capital item on the standard program requisition forms provided by the Department.

ITEM 12 - ETHICS

A. Code of Conduct

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

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

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

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

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

ITEM 13 - ACCOUNTING, RECORDS, AND ACCESS

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

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

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

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

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

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

- D. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records,

invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Department.

- E. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.
- F. Record Retention - The Grantee shall maintain (and shall cause its contractors and subcontractors to maintain), for a minimum of three (3) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- G. General Audit and Inspection - Pursuant to all applicable Office of Management & Budget Circulars, the Grantee shall permit, and shall require its contractors to permit, the Department or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). The Department may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report.
- H. Reporting - At a minimum, the Grantee agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time. Should the grant funds awarded under this Agreement equal or exceed \$25,000 in federal funding, including by addition of subsequent funds, the Grantee agrees to assist the Department in its compliance with the Federal Funding Accountability and Transparency Act (FFATA) Pub. L. 109-282, September 26, 2006, as amended by § 6202 of Pub. L. 110-252, June 30, 2008.
- I. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Department any unexpended balance of the Grant. Prior to close-out, however, the Department reserves the right to deobligate unspent funds.
- J. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.

ITEM 14 – RIGHT OF DEPARTMENT TO TERMINATE

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

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

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

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

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

ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT

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

ITEM 16 - GRANTEE'S WARRANTIES

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

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

ITEM 17 - CONTRACTS OF THE GRANTEE

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

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

ITEM 18 - THIRD PARTY CONTRACT CHANGES

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

ITEM 19 - COOPERATION IN CONNECTION WITH INSPECTION

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

ITEM 20 - INDEMNIFICATION AND INSURANCE

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

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

ITEM 21 - NON-WAIVER

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

ITEM 22 - INDEPENDENCE OF GRANTEE

In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of the Government. Furthermore, the Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the Government and will not by reason of any relationship with the Grant make any claim,

demand or application to or for any right or privilege applicable to an agent, officer or employee of the Government including but not limited to, rights and privileges concerning workers compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 23 - LABOR LAW COMPLIANCE

- A. General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.
- B. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21st 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 49 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, *et seq.*; and the following regulations and any amendments thereto:
 - a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
 - b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38;
 - d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 - e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
 - g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
 - h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
 - i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
 - j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;



- 3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.
- G. Confidentiality - Drug or Alcohol Abuse – To the extent applicable, the Grantee agrees to comply with the confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 *et seq.*, and any amendments thereto.
- H. Seat Belt Use – The Grantee shall encourage on-the-job seat belt use policies and programs for its employees in accordance with U.S. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note.
- I. Transportation Infrastructure Finance and Innovation Act – The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFA), with regard to any TIFA funds received by the Grantee.

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

ITEM 25 - SEVERABILITY

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

ITEM 26 - INTELLECTUAL PROPERTY

A. Patent Rights

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

B. Rights in Data and Copyrights

- 1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical

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reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

2. The following restrictions apply to all subject data first produced in the performance of this Agreement:
 - a. Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.
 - b. As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:
 - (i) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - (ii) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.
3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Department determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (B)(2) of this ITEM, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.
4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the State of Illinois and FTA, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the Government.
5. Nothing contained in this ITEM pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.
6. The requirements of subparagraphs (B)(2), (3), and (4) of this ITEM do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.
 8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.
- C. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

ITEM 27 - SCHOOL BUS AND CHARTER SERVICES OPERATIONS

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

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

ITEM 28 – LABOR PROVISIONS

- A. Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 let by the Grantee in carrying out the Project:
1. Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall

contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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

ITEM 29 – SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580, and U.S. DOT Drug-Free Workplace Act of 1988, , 41 U.S.C. §§ 701 *et seq.*, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and 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 inform the Department before naming the Government as a party to litigation for any reason in any forum.

ITEM 34 - ASSIGNMENT

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

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

ITEM 35 - AMENDMENT

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

ITEM 36 - TITLES

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

ITEM 37 – TAXPAYER IDENTIFICATION NUMBER

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

The Grantee, by signature of its authorized representative, certifies under oath that all the information in this Agreement is true and correct to the best of the Grantee's knowledge; information and belief, that the funds

shall be used only for the purposes described in this Agreement, and that the award of grant funds is conditioned upon this certification.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 20__ through June 30, 20__.

Accepted on behalf of Shelby County:



Signature of Authorized Representative

Bruce Cannon

Type or Print Name of Authorized Representative

Sign & P

9/14/11

Date

Chairman of the Board

Type or Print Title of Authorized Representative

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

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

Matt Hughes, Director, Office of Finance and Administration Date

Ellen Schanzle-Haskins, Chief Counsel Date
(Approved as to form)

Ann Schneider, Acting Secretary Date

APPROVED PROJECT BUDGET

Grantee: Shelby County
 Contract No. : 4175
 Federal Grant No. : IL-18-X028
 State Grant No. : RPT-12-019
 Effective Date:

System Expenses:

(A) Non-urbanized General Transportation Operations and Administration	\$	1,029,185
Operating Capital, Equipment and Real Property	\$	0
(B) Non-urbanized General Public Intercity Bus Operating Assistance	\$	<u>31,830</u>
Total Expenses	\$	1,061,015

System Revenues:

(C) Farebox and Other Program Income	\$	25,000
(D) Local Match	\$	50,218
(E) State Operating Assistance	\$	602,100
(F) Section 5311 Public Transportation Operating Assistance	\$	372,186
(G) Section 5311(f) Intercity Bus Operating Assistance	\$	<u>11,511</u>
Total Revenue	\$	1,061,015

Project Financing

Project Income	\$	25,000
Local Share	\$	50,218
State Share	\$	602,100
Federal Share	\$	383,697

COUNTY LEVY FY 2011-2012

Estimated EAV \$320,907,719.00 (increase of \$9,839,227.00 over last year)

Tax Rate Limit *

<u>RATE</u>	<u>LEVY</u>	<u>LEVIED</u>
.44710	Corporate	\$1,434,753.00
.12465	I. M. R. F.	400,000.00
.15001	County Highway	481,362.00
.04436	County Bridge	142,323.00
.1500*	Mental Health	481,362.00
.0500*	Federal Aid Matching	160,454.00
.10129	County Health	325,047.00
.02338	Liability	75,000.00
.09193	Social Security	295,000.00
.02286	Cooperative Extension	73,333.00
.00780	Unemployment	25,000.00
.01559	Workman's Compensation	50,000.00
.01311	Airport	42,071.00
<hr/>		
1.24208		\$3,985,705.00

Estimated EAV \$255,478,166.00

.01958	Ambulance	\$ 50,000.00
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Levy set and approved by the Budget Committee on September 7, 2011.

[Redacted Signature]

Kathy A. Lantz, Ex-Officio Secretary
Shelby County Board

Levy approved by the County Board at its regular meeting September 14, 2011.



[Redacted Signature]

Kathy A. Lantz, Shelby County Clerk

FILED
SEP 14 2011

Kathy A. Lantz
SHELBY COUNTY CLERK



Ash Grove

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____

PETITION X

AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[Redacted signature area]

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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Ash Grove in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 412 at a point near NE 1/4 NE 1/4 Section 2; 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 forty-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 29th day of August 2011

[Redacted Signature]

Highway Commissioner.

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

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

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

Pipe Culvert -	3000
Labor, Equip, Mat'l -	1500
TOTAL -	\$4500

[Faint Stamp]

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

Witness my hand, this 29th day of August 2011

[Redacted Signature]

Highway Commissioner.

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

ROAD DISTRICT OF

Ash Grove

Shelby

COUNTY, ILLINOIS

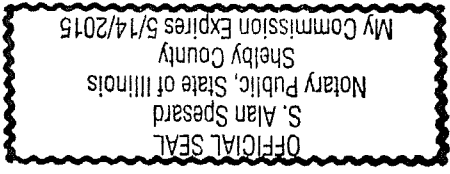
FILED

SEP 14 2011

A. Spesard
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.



Subscribed and sworn to before me, this _____ 29th day of August, 2011

Highway Commissioner.

affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose required.

forty-five hundred Dollars mentioned in the estimate to which this being duly sworn, on oath says that

Ash Grove
Brian Anderson
Highway Commissioner of said Road District of
County of Shelby
Road District of Ash Grove
ss.



Wiv SDV

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 Windsor }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Windsor 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 111 at a point near SW 1/4 NE 1/4 Section 36; R5E; T12N 3rd PM

in said Road District, for which said work the Road District of Windsor is responsible; and the cost of which work will be five 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 29th day of August 2011

 Highway Commissioner.

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

I, the undersigned Highway Commissioner of the Road District of Windsor 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 -	3000
Labor, Equip, Mat'l -	2000
TOTAL -	\$5000

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

Witness my hand, this 29th day of August 2011

 Highway Commissioner.

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

ROAD DISTRICT OF

Windsor

Shelby

COUNTY, ILLINOIS

FILED
SEP 14 2011

Kathleen A. Hunt
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.

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STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Windsor

Don Croy

Highway Commissioner of said Road District of

Windsor

being duly sworn, on oath says that

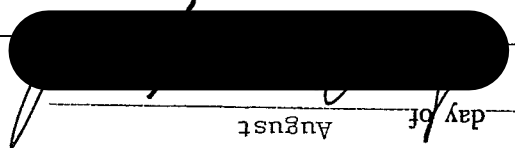
five thousand

Dollars mentioned in the estimate to which this affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose

required.

Highway Commissioner.

Subscribed and sworn to before me, this 29th day of August 2011



windsor 2990e 1575n (640x480x24b jpeg)



EXIST
71 x 48 x 45 feet

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SHELBY COUNTY FISCAL YEAR 2011 - 2012 BUDGET

submitted to County Board September 14, 2011

Code	Dept. & # Empl/Insured	General Funds	Special Funds	Fund Totals
002	County Clerk 4	\$367,221.00		\$367,221.00
003	Circuit Clerk 4	\$248,855.00		\$248,855.00
004	Treasurer 4	\$223,801.00		\$223,801.00
005	Coroner	\$63,590.00		\$63,590.00
006	Supt. of Schools	\$41,668.00		\$41,668.00
007	States Attorney 4	\$305,961.00		\$305,961.00
008	County Highway 12		\$1,925,356.00	\$1,925,356.00
009	Supv of Assessments 4	\$263,703.00		\$263,703.00
010	Farmland Assessments	\$150.00		\$150.00
011	Probation 3	\$169,611.00		\$169,611.00
012	Animal Control 1	\$64,485.00		\$64,485.00
013	ESDA 1	\$31,042.00		\$31,042.00
014	County Farm	\$6,600.00		\$6,600.00
015	Circuit Judge	\$19,000.00		\$19,000.00
016	Sheriffs Dep. Merit Com	\$10,753.00		\$10,753.00
017	Board of Review	\$34,150.00		\$34,150.00
018	County Planning	\$2,450.00		\$2,450.00
019	Zoning BOA	\$2,825.00		\$2,825.00
020	Zoning Administrator	\$24,293.00		\$24,293.00
022	Cooperative Extension		\$73,333.00	\$73,333.00
023	Airport		\$78,229.00	\$78,229.00
024	County Health 16		\$842,539.00	\$842,539.00
025	Community Services		\$498,870.00	\$498,870.00
026	Public Defender 2	\$143,470.00		\$143,470.00
028	County Board	\$71,975.00		\$71,975.00
029	Exp Not Sep Budget 2	\$195,350.00	\$979,916.00	\$1,175,266.00
030	Probation Fee Fund		\$85,500.00	\$85,500.00
031	Court Security 1		\$62,432.00	\$62,432.00
032	Sheriff 24	\$1,765,514.00		\$1,765,514.00
033	Rescue Squad	\$20,500.00		\$20,500.00
034	CEFS		\$954,766.00	\$954,766.00
035	Law Library		\$12,000.00	\$12,000.00
036	DUI Equipment		\$4,000.00	\$4,000.00
037	9-1-1 ER Telephone	\$40,000.00		\$40,000.00
038	GIS		\$55,000.00	\$55,000.00
039	Probation Drug Testing		\$6,000.00	\$6,000.00
040	Victim Impact		\$2,500.00	\$2,500.00
041	Document Storage		\$26,000.00	\$26,000.00
042	Recording		\$20,000.00	\$20,000.00
043	Capital Improvement		\$140,000.00	\$140,000.00
044	Animal Control Fee Fund		\$10,000.00	\$10,000.00
045	Assist Court Fund		\$50,000.00	\$50,000.00
046	Automation		\$25,000.00	\$25,000.00
047	Drug Traffic Prevention		\$12,000.00	\$12,000.00
048	Rescue Sq - Dive Team		\$10,000.00	\$10,000.00
049	States Attorney Forfeited		\$1,000.00	\$1,000.00
051	Courthouse Security	\$31,040.00		\$31,040.00
052	EMA Special Fund		\$23,865.00	\$23,865.00
	Budget G/F	\$4,148,007.00	Budget S/F	\$5,898,306.00
	Revenue G/F	\$3,982,500.00	Revenue S/F	\$5,964,200.00
	G/F Bud/Rev Diff	\$165,507.00	S/F Bud/Rev Diff	\$65,894.00
			Total	\$10,046,313.00
			Total	\$9,946,700.00
			Total	\$ 99,613.00

Last years insurance figures/deductibles are included in each office budget.

2011-2012 Health ins premium \$599/employee x 11 months = **\$6,589.00 x # of employees covered.**

2011-2012 Life insurance premium **\$57.00/year x # of employees.**

G/F health insurance deductible is approximately **\$104,000.00/52 employees covered** x \$2,000.00/yr

S/F health insurance deductible is approximately **\$60,000.00/30 employees covered** x \$2,000.00/yr

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COUNTY BUDGET

SHELBY COUNTY, ILLINOIS

* * * * *

FISCAL YEAR

SEPTEMBER 1, 2011 - AUGUST 31, 2012

* * * * *

**KATHY A. LANTZ
SHELBY COUNTY CLERK AND RECORDER
301 EAST MAIN STREET
SHELBYVILLE, ILLINOIS 62565**

SHELBY COUNTY SOLID WASTE COLLECTION

SATURDAY, SEPTEMBER 17, 2011 – 9 AM TO 5 PM
AT SHELBY COUNTY HIGHWAY GARAGE
LOCATED WEST OF SHELBYVILLE, ROUTE 16 & 128,
ACROSS FROM AIRPORT – WATCH FOR SIGNS

THE FOLLOWING ITEMS WILL BE COLLECTED:

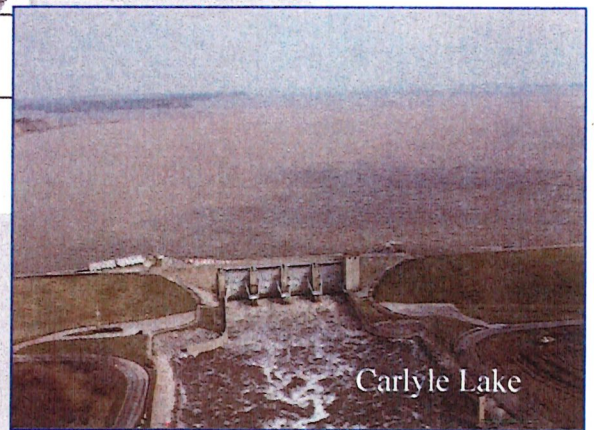
Audio Devices
Batteries, cell phone, flashlight, phone, UPS, car
Cables and wire
Cameras
Cell Phones
Clocks
Computers, towers, desktops, servers, Apple All in Ones, notebooks, laptops
Computer Components, hard drives, CPU chips, memory, floppies, CD & DVD drives
Copiers, desktop copiers, floor standing
Cords, power strip and cables
CPUs
Disk drives
DVD Players
External Computer Components
Hard drives, Floppy drives, tape drives, CD & DVD drives
Fax machines, desktop fax machines, floor standing
Hard Drives
Networking Gear, modems, hubs, switches and routers
IMACs, all colors
iPods
Keyboards
Mice
Microwaves
Monitors
Phones, consoles, answering machines, switches
Point of sale equipment
Postage Machines
Power Supplies
Printers, Desk top printers, Floor Standing
Radios
Scanners and related devices
Speakers
Stereos
TVs
Typewriters
VCRs and related devices

If it is an electrical or battery operated device, we will dispose of it.

**NO WHITE GOODS—REFRIGERATORS, FREEZERS, WASHERS, DRYERS, DISHWASHERS,
HOT WATER HEATERS**

DRAFT
REPORT TO CONGRESS
KASKASKIA RIVER, ILLINOIS
WATERSHED PERFORMANCE MEASURES

House Resolution 58, 2005 Omnibus Appropriations Bill, Approved 8 December 2004



**US Army Corps
of Engineers**
St. Louis District®

REPORT TO CONGRESS
KASKASKIA RIVER, ILLINOIS
WATERSHED PERFORMANCE MEASURES

1. **Purpose**

a. **House Resolution 58.** House Resolution 58 of the 2005 Omnibus Appropriation Bill (Public Law (P.L.) 108-447) directs the Corps of Engineers to prepare a Report to Congress that addresses the development of integrated and collaborative watershed performance measures. House Resolution 58 states:

Kaskaskia River Navigation, Illinois – The Committee commends the Corps of Engineers for shifting its project evaluation to a watershed approach. The Committee believes that the consensus building among partners and stakeholders and interagency cooperation between federal, state, and local government that results from a watershed approach will produce overall cost savings without sacrificing service or safety; economic development that is built and operated in a sustainable manner; and improved environmental quality within watersheds. The Kaskaskia River, Illinois, watershed, cited in the Corps of Engineers Civil Works Strategic Plan, March 2004, is an outstanding example of this concept. The Committee notes the dramatic under funding of this project by the Administration, and recommends additional funding. The Committee directs the Corps to continue in this direction and to develop watershed performance measures that will provide measurable results of such initiatives and directs the Corps to submit to the Committee, within 180 days of enactment of the Act, a report that outlines these procedures.

b. **Watershed Approach to Performance Measures.** Through the above-cited House Resolution, the Corps is directed to continue to support watershed level initiatives and develop associated watershed performance measures that will provide measurable results of a watershed-level approach to project evaluation.

c. **Report Perspective.** The value created by managing water resources on the watershed basis cannot be underestimated. While budget dollars for an action may be shown in a single business line item, in reality those dollars are often creating value for other project purposes (other business lines) as well. For example, in the case of the Kaskaskia Lock operation, 100% of the cost of operating the lock is attributed to navigation dollars. However, Kaskaskia River barge traffic makes up less than 50% of lockages because of the high volume of recreational craft using the system. Under the current system of budgetary metrics, there is no mechanism to account for the recreation benefits realized as a result of this navigation budget item.

At the time of the House Resolution cited above, the Corps had only recently implemented the use of performance metrics in its budgeting procedures. The performance metrics and their uses have evolved over time and have begun to more adequately address

Control Act of 1962 (P.L. 87-874) for Navigation, and later for Fish and Wildlife Habitat Restoration (Water Resources Development Act (WRDA) of 1996, P.L. 104-303) and Recreation (WRDA 2000, P.L. 106-541). The Kaskaskia River watershed can be seen in Figure 1.

The watershed also includes two Federal (New Athens and Dively) and five non-Federal (Vandalia, Santa Fe, Hanover, Germantown, and Heiman) levee and drainage systems administered by the Corps. The State of Illinois is the non-federal cost sharing sponsor for the three Corps Civil Works projects in the watershed and has worked with the Corps since the 1950's to authorize, design, construct and operate and maintain these projects in an effort to achieve their potential benefits.

Section 5073 of WRDA 2007 (P.L. 110-114) provided authority for development of a comprehensive plan for the Kaskaskia River Basin. Additionally, it provides authorization for implementation of plan recommendations, in limited circumstances. A portion of the WRDA language is provided below to illustrate the comprehensive nature of the authorization.

SEC. 5073. KASKASKIA RIVER BASIN, ILLINOIS, RESTORATION.

(a) KASKASKIA RIVER BASIN DEFINED.—In this section, the term “Kaskaskia River Basin” means the Kaskaskia River, Illinois, its backwaters, its side channels, and all tributaries, including their watersheds, draining into the Kaskaskia River.

(b) COMPREHENSIVE PLAN.—

(1) DEVELOPMENT.—The Secretary shall develop, as expeditiously as practicable, a comprehensive plan for the purpose of restoring, preserving, and protecting the Kaskaskia River Basin.

(2) TECHNOLOGIES AND INNOVATIVE APPROACHES.—The comprehensive plan shall provide for the development of new technologies and innovative approaches—

(A) to enhance the Kaskaskia River as a transportation corridor;

(B) to improve water quality within the entire Kaskaskia River Basin;

(C) to restore, enhance, and preserve habitat for plants and wildlife;

(D) to ensure aquatic integrity of side channels and backwaters and their connectivity with the mainstem river;

(E) to increase economic opportunity for agriculture and business communities; and

(F) to reduce the impacts of flooding to communities and landowners.

The State of Illinois has submitted a Letter of Intent to be the non-Federal sponsor for the study at such time as the study receives Federal funding

d. **Corps and KWA Partnership.** The Corps has been working closely with the KWA since the mid-1990's to develop watershed level solutions to issues and opportunities within existing Corps authorities, policies and business processes. From this strong collaboration comes increased support for existing Corps projects in the watershed to maximize benefits of those projects (Carlyle/Shelbyville Lakes, Kaskaskia River Project). The KWA is working to identify new, viable watershed based projects with the Corps and others that have strong partner/stakeholder support to achieve the necessary resource leveraging through cost sharing, contributions, grants, private investments, volunteering and other commitments required for success.

e. **Stakeholder Concerns.** The KWA and its state and federal partners and stakeholders are working to develop solutions to a number of watershed issues related to Corps projects, missions and authorities such as:

- River channel headcutting
- Bank stabilization
- Erosion control
- Water control
- Water supply
- Water quality
- Hydropower potential
- Flood damage reduction/floodproofing
- Wetland habitat restoration of river remnant channels and at Corps lakes
- Contiguous bottomland hardwood forest protection and restoration
- Navigation channel and lock and dam facility maintenance
- Operations and maintenance (O&M) levels of service and funding of Corps projects

f. **Corps Civil Works Strategic Plan Highlights Watershed Initiative.** The U.S. Army Corps of Engineers Civil Works Strategic Plan, Fiscal Year 2004 to Fiscal Year 2009, was published in March 2004. One of the key strategic directions highlighted in the report was for the Corps to move toward an Integrated Watershed Management perspective to solving the nation's water resource issues. The Kaskaskia Watershed Association and the long term Kaskaskia River Watershed Initiative is featured in the strategic plan as a concrete example of how the Corps should move forward in partnering and solving problems at the watershed level. This reference serves as a good overview of the Kaskaskia River Watershed Initiative and is cited in Figure 2.

measure criteria and metrics are utilized in the assembly of the President's Budget. Performance metrics and implementation guidance developed for all business lines are applicable to all authorized and appropriated General Investigations (GI) studies, new Construction General (CG) projects under development, and existing Operation and Maintenance (O&M) projects.

The Corps has a total of nine business lines:

Flood Risk Management	
Environment	Recreation
Navigation	Emergency Management
Regulatory	Hydropower
Water Supply	FUSRAP

All Corps budget requests are submitted under one of these nine business lines. If a project has multiple authorized purposes, it may have several budget packages (for discrete items of work) distributed among several business lines.

b. **Corps Business Lines Applicable to the Kaskaskia Watershed.** The three existing Corps-managed water resource projects (Lake Shelbyville, Carlyle Lake, and Kaskaskia River Project) in the Kaskaskia Watershed generate many economic and environmental benefits for the region and the nation. Between 1993 and 2009, it is estimated that these three projects prevented approximately \$1.2 billion in economic damages due to flooding, generated over \$152 million in visitor spending within 30 miles of the projects during the last 16 years, and provided water to 150,000 people and two major power plants. Federally authorized Corps Business Lines (missions) associated with these three projects in the watershed are: Navigation, Recreation, Flood Damage Reduction, Water Supply, Ecosystem Restoration, and Environmental Stewardship. Two of the six business lines (navigation and environmental stewardship) are of particular concern with regard to the application of metrics during budgeting and they are discussed in more detail in the paragraph 4.

4. **Navigation and Environmental Stewardship Performance Metric Concerns**

a. When preparing the budget in the navigation business line, priority considerations include the minimum cost of operating the project, and the risks and consequences related to a funding need. Project performance metrics that aid in the ranking of budget items include measures of tonnage, the 5-year tonnage average, ton-miles, and the 5-year average of ton-miles.

b. The above considerations and metrics do not take into account benefits which may accrue to the watershed in ways not related to navigation. For example, there is a head-cutting and bank erosion concern on the Kaskaskia River that is of concern to the navigation project. This problem impacts the project directly by increasing dredging requirements (operational costs). However, it also impacts the environment by adding sediment load to the river (reduced sunlight for aquatic species) and destroying riparian habitat. Addressing the problem through funding of a budget item would have benefits to the navigation project as well as the environment. However, if a budget item to address the headcutting problem were to be submitted under the current Navigation budget request process, it would likely not be funded because only navigation benefits are considered in the prioritization and ranking process.

c. Another example, on the Mississippi River, would be the river training structures which have been constructed to aid in the maintenance of the 9-foot navigation channel. These structures have been shown to provide additional benefits to the environment (by providing cover and habitat for fish), which are not accounted for in the navigation business line metrics and thus are not considered in the budgeting process.

d. To capture these non-navigation benefits, a metric could be added to all business lines which would indicate if the requested budget item will provide benefits that are not captured within the primary business line metrics. If it does, then a narrative should be provided to describe the nature of the benefits (and possibly the quantity of benefits). This should be given consideration during the budget ranking process in the following way: if two budget items are ranked equally or almost equally, additional consideration should be given to the one that provides the most additional benefits. If those benefits have been quantified, they should have more weight than purely narrative benefits. The metric could look something like this:

Benefits to other Business Lines:

- A – Does provide other benefits and they are quantified.
- B – Does provide other benefits but they are not quantified.
- C – Does not provide other benefits.

If either A or B was chosen, a narrative would then be provided indicating the type (by business line), nature, and quantity (if available) of those benefits.

e. The discussion above focuses on two examples and how they might be handled within the navigation business line. However, this inability to capture benefits outside the primary business

presently occurs independently across multiple business lines and appropriations within the Kaskaskia River Watershed.

Examples of the IMTS Business Model Outputs

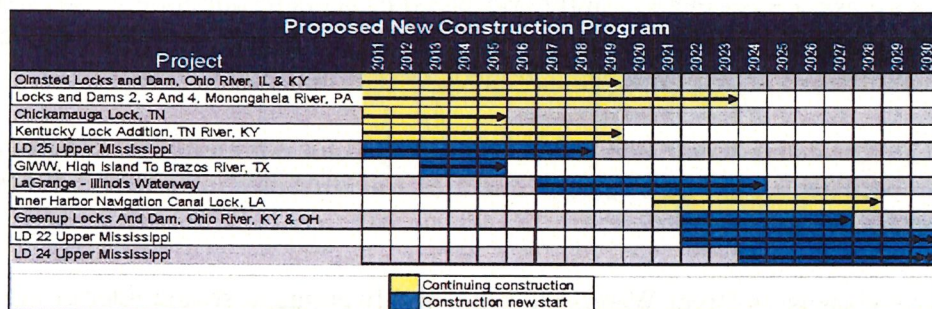
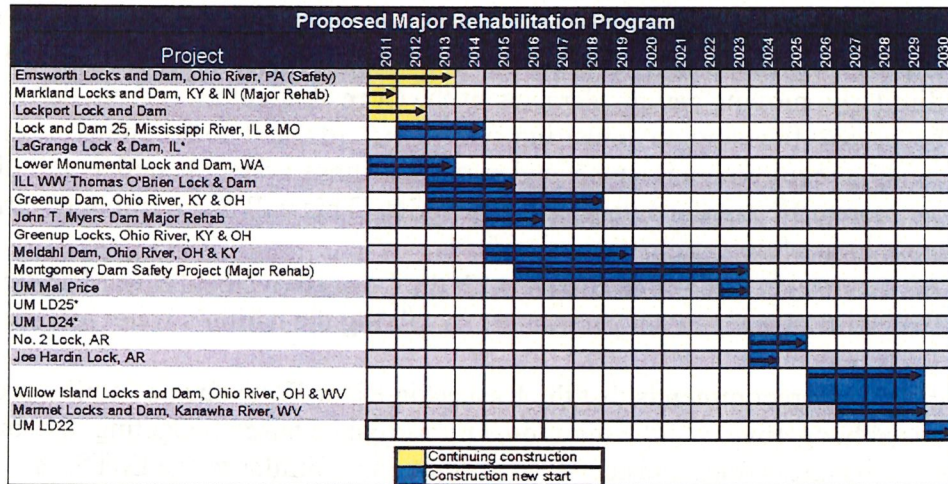


Figure 5- Excerpts from the Inland Marine Transportation Systems (IMTS) Capital Projects Business Model Final Report, April 2010

The IMTS effort laid out program prioritization and schedules for two major components of the navigation system: new construction and major rehabilitation. The prioritized list was developed using weighted metrics, including risk and reliability, and economic return. The final list of metrics used was developed by the collective IMTS team. The schedule was developed based on the prioritized list, costs of individual projects and a reasonable expectation of available funding, roughly \$380 million per year for the navigation program.

- Many of the projects within the basin affect multiple business lines, but are presently budgeted and evaluated for funding under only one line. A system based budget could better account for the benefits of multi-purpose projects.

6. **Conclusion and Recommendation**

Corps approaches to performance measures can be more broadly applied to the watershed perspective with further consideration of interdependencies and the associated joint costs and benefits between business lines, and refinements in performance metrics criteria, data collection and analysis.

It is recommended that as a means of capturing the synergistic effects of individual business line investments system-wide, a new metric be added to each business line which establishes whether or not additional benefits can be realized in other business lines. It is recommended that this be implemented on a trial basis in the FY 2014 Presidents Budget to ascertain its effectiveness and impacts on the budgetary process.

It is also recommended that a pilot budget program developed around long range delivery of system benefits be developed for the Kaskaskia River Watershed in FY 2013, for consideration and potential inclusion in the FY 2015 Presidents Budget.

REGIONAL OFFICE OF EDUCATION #11
"Report of Official Acts"
(Fiscal Year 2011)

	Dec 10-Feb 11	Mar 11 -May 11	Jun 11 -Aug 11	Sept 11-Nov 11
General Operations				
Grant Funded Employees	33	33	32	
# of Grant Programs	11	11	12	
Treasurer Bonds Approved	0	0	28	
School District Audits Reviewed	27	0	46	
Teaching Vacancies Posted (web)	web	web	web	
Regional Board of School Trustee Meetings	2	0	1	
Reorganization/Detachment Hearings	2	0	0	
Regional Office of Education Committee Meetings	1	1	1	
Professional Development Advisory Committee Meetings	0	1	0	
Regional Reviews Printed (Newsletters)	0	0	0	
Regional Directories Printed (web)	web	web	web	
Retired Teacher Newsletters Printed	146	1170	507	
GED				
GED Applications Received	62	133	44	
Candidates completing exam - initial exam	33	82	27	
Candidates Retested	17	36	17	
Candidates who have met score requirements	21	54	17	
Official Transcripts issued	35	47	36	
Bus Drivers				
Initial Bus Driver Courses Held	2	2	1	
Initial Bus Driver Course Participants	12	12	12	
Refresher Bus Driver Courses Held	3	8	3	
Refresher Bus Driver Course Participants	184	228	72	
Other				
Number of Students in "Beacons"	12	9	9	
Number of Students in "Bridges" (Safe Schools Program)	90	88	65	
Number of Students in "Pathways" (Alternative Educ. Prog.)	92	83	70	
Home School Packets to Parents/Guardians	13	15	10	
Home Schools Registered	6	3	N/A	
Home Schooled Students Registered	8	3	14	
Truancy Letters Sent to Parent/Guardian	69	57	3	
Truancies Referred to State's Attorney	6	6	0	
Buildings				
Buildings Inspected	32	7	2	
Building Permits Issued / Occupancy Permits Issued	0/2	0/0	3/5	
Amendments processed / 10 Year Surveys processed	1	0	1	

Report of Official Acts - FY 10 (Continued)

	Dec 10-Feb 11	Mar 11 -May 11	Jun 11 -Aug 11	Sept 11-Nov 11
Certificate Holders Registered	146	831	699	
Certificate Applications Received (Regular Cert) / Issued	5	61	33	
Certificate Applications Received (Substitute) / Issued	26	10	45	
Administrative Applications Received / Issued	7	6	13	
School Service Personnel Applications Received / Issued	0	22	1	
Paraprofessional Application Received / Issued	13	9	28	
Criminal Background / Fingerprint checks / Sex Offender List	33	9	32	
Administrative Audits Conducted	0	0	0	
Teacher Audits Conducted	0	0	0	
Teacher Assurance Statements Approved	35	427	267	

Professional Development

Administrator Academies held	1	0	2	
Administrator Academies - # of participants	7	0	51	
Administrator Seminars held	2	2	0	
Administration Seminars - # of participants	55	52	0	
Teacher / RESPRO Workshops held	13	1	0	
Teacher / RESPRO Workshops - # of participants	533	14	0	

* Does not include Institute Day


Funds Received

County	\$ 97,867.97	\$ 92,099.75	\$19,987.27	
Local	\$ 92,592.27	\$ 65,443.43	\$49,586.72	
State	\$ 364,144.96	\$ 1,373,856.44	\$1,138,974.70	
Federal	\$ 101,161.52	\$ 68,830.10	\$55,525.45	

School District Compliance Visits

Okaw Valley CUSD #302	12/8-9/2010		0	
Arthur CUSD #305	1/12-13-2011		0	
Mattoon CUSD #2	2/14-16/2011		0	
		0		

I affirm to the County Boards of Clark, Coles, Cumberland, Douglas, Edgar, Moultrie & Shelby Counties that this is a true account of my official acts for the period indicated.


 Bobbi Mattingly, Regional Superintendent of Schools

9-12-11
 Date

QUARTERLY FUNDS REPORT
9/8/2011

LOCAL FUNDS

Description	Flow			June 2011	July 2011	Aug. 2011	Total Money Collected
	Through						
Health Insurance Reimb.	X	LOCAL	300100	\$710.00	\$0.00	\$58.40	\$768.40
EIFES Reimbursements	X	LOCAL	199311	\$83.57	\$0.00	\$3,458.84	\$3,542.41
Postage reimb - County RTA, Legion, Personal postage	X	LOCAL	104000	\$228.80	\$160.60	\$85.36	\$474.76
Workshop Fees Collected		LOCAL	199308	\$0.00	\$0.00	\$1,730.00	\$1,730.00
Star Lab Rental Fees		LOCAL	199308	\$0.00	\$0.00	\$0.00	\$0.00
U of I Reimb. For ICLCS	X	LOCAL	199308	\$0.00	\$0.00	\$0.00	\$0.00
Tech Conf. Fees Collected		LOCAL	199308	\$0.00	\$0.00	\$0.00	\$0.00
PD Consortium workshop Fees & School portion		LOCAL	199910	\$6,525.00	\$2,835.00	\$0.00	\$9,360.00
Direct Services Funds from school districts		LOCAL	199303	\$1,277.53	\$0.00	\$0.00	\$1,277.53
Cert Fees Collected - ROE Portion		LOCAL	101000	\$5,714.00	\$1,840.00	\$2,429.00	\$9,983.00
Cert Fees Collected - ISBE Portion	X	LOCAL	101000	\$2,614.00	\$545.00	\$2,492.00	\$5,651.00
Fingerprint Fees Collected	X	LOCAL	199303	\$120.00	\$120.00	\$3,310.00	\$3,550.00
Bus Refresher Fees Collected		LOCAL	103000	\$0.00	\$6.00	\$12.00	\$18.00
Bus Initial Collected		LOCAL	399902	\$30.00	\$6.00	\$24.00	\$60.00
GED Fees Collected		LOCAL	102000	\$1,089.00	\$0.00	\$1,177.00	\$2,266.00
Lunch Money collected at Bridges sites	X	LOCAL	300100	\$293.00	\$0.00	\$100.00	\$393.00
Local State Aid - Distrib. - ROE Pathways Portion		LOCAL	199902	\$218.19	\$0.00	\$0.00	\$218.19
IVPA speaker conf. exp. Donation		LOCAL	199308	\$0.00	\$0.00	\$0.00	\$0.00
Pathways money collected from schools/sent to LLC	X	LOCAL	199301	\$18,560.00	\$0.00	\$0.00	\$18,560.00
STARS suite (license)	X	LOCAL	199303	\$800.00	\$0.00	\$0.00	\$800.00
Summer STARS suite (license)	X	LOCAL	199304	\$800.00	\$1,000.00	\$5,000.00	\$6,800.00
Trustees Detachments/Anex		LOCAL	199901	\$0.00	\$10.00	\$0.00	\$10.00
							\$65,462.29
							Total Flowthrough \$40,539.57
							Total ROE \$24,922.72

STATE FUNDS

Description	Flow			June 2011	July 2011	Aug. 2011	Total Money Collected
	Through						
State Aid RSSP Revenue		STATE	300100	\$44,474.22	\$0.00	\$43,428.20	\$87,902.42
State Lunch \$ Received		STATE	300100	\$583.30	\$0.00	\$466.67	\$1,049.97
State Aid - TAOEP Revenue		STATE	300105	\$5,593.33	\$0.00	\$5,122.50	\$10,715.83
TAOEP AIM Revenue		STATE	369500	\$0.00	\$29,976.00	\$19,984.00	\$49,960.00
RSSP (Bridges) Revenue		STATE	369600	\$0.00	\$35,141.00	\$11,713.00	\$46,854.00
ROE/ISC State Revenue		STATE	373006	\$0.00	\$19,581.00	\$6,527.00	\$26,108.00
IL Violence Prevention Assoc (IVPA)	X	STATE	199313	\$0.00	\$0.00	\$0.00	\$0.00
State Aid - LLC Pathways/ sent to LLC	X	STATE	106000	\$27,944.28	\$0.00	\$26,112.20	\$54,056.48
ISBE early Childhood to EIASE/ sent to EIASE	X	STATE	106001	\$0.00	\$646,746.00	\$215,582.00	\$862,328.00
							\$1,138,974.70
							Total Flowthrough \$916,384.48
							Total ROE \$222,590.22

FEDERAL FUNDS

Description	Flow			June 2011	July 2011	Aug. 2011	Total Money Collected
	Through						
Fed Lunch \$ Received		FED	300100	\$4,104.14	\$0.00	\$0.00	\$4,104.14
RESPRO - Reimb. IKAN	X	FED	433101	\$14,105.65	\$4,421.23	\$0.00	\$18,526.88
RSSP - ARRA Funds		FED	488000	\$0.00	\$0.00	\$8,740.00	\$8,740.00
TAOEP - ARRA Funds		FED	488005	\$1,933.00	\$0.00	\$0.00	\$1,933.00
Homeless - ARRA Funds		FED	486200	\$3,998.35	\$0.00	\$0.00	\$3,998.35
Homeless - Fed Rev.		FED	492000	\$0.08	\$0.00	\$0.00	\$0.08
Title II Teacher Qual - Fed Rev		FED	493200	\$0.00	\$0.00	\$0.00	\$0.00
SSOS - Fed Rev.		FED	493511	\$8,562.00	\$0.00	\$9,661.00	\$18,223.00
Pathways Fed. Rev./sent to LLC	X	FED	488005	\$0.00	\$0.00	\$0.00	\$0.00
							\$55,525.45
							Total Flowthrough \$18,526.88
							Total ROE \$36,998.57

COUNTY FUNDS

Description	Flow			June 2011	July 2011	Aug. 2011	Total Money Collected
	Through						
County Board Support		COUNTY	104000	\$19,987.27	\$0.00	\$0.00	\$19,987.27
							\$19,987.27
							Total ROE \$19,987.27

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County Budget

Fiscal Year: 2012 (12/1/11 - 11/30/12)

Fund Code: 35	Budget	Totals
Source Code 104000		
Function: 2346	Order for Payment	
Account		
Salary: 9101 Total Salary	\$152,670	\$152,670
GED/Cert \$26,000		
Tech \$23,670		
Acct. Payable \$20,000		
Payroll \$20,000		
Adm. Asst. \$35,000		
Truancy Services \$15,000		
Reg. Supt. \$6,500		
Asst. Reg. Supt. \$6,500		
Benefit:		\$29,025
9211 TRS/THIS	\$640	
9212 IMRF	\$8,495	
9213 FICA	\$6,265	
9214 Medicare	\$2,215	
9222 Insurance	\$11,410	
Purchased Serv:		\$79,055
9310 Tech support/connection	\$100	
9311 Life Safety Inspec/Acc't Support	\$3,300	
9316 Attendance Work	\$0	
9319 Annual Acc't software liscense	\$1,700	
9323 Building Maint. Repair Labor	\$500	
9325 Rent	\$32,000	
9326 Equipment Lease (computer, copier, phone, postage)	\$6,400	
9329 Building/Grounds Services	\$5,550	
Trash \$500		
Snow Removal \$300		
Pest Control \$100		
Fire \$100		
Security \$100		
Grounds Care \$950		
Custodial Services \$3,500		
9332 Conference Fees/Expenses/Mileage	\$1,000	
9340 Bank Charges (EFT)	\$20	
9341 Phone	\$5,500	
9342 Postage/UPS	\$5,250	
9350 Advertising	\$250	
9360 Print/Publ. (ISNS, A.Rpt. Journals)	\$500	
9381 Workman's Comp	\$740	
9382 Unemployment	\$1,075	
9383 Property/Liability Ins.	\$15,170	
Supplies / Materials:		\$10,300
9411 Building Supplies Materials	\$500	
9412 Office Supplies Materials	\$3,250	
9413 Custodial Supplies Materials	\$1,350	
9440 Office Publications	\$500	
9466 Utilities/Water	\$4,700	
Equipment:		\$1,500
9540 Equipment Purchase +\$500	\$1,000	
9541 Equipment Purchase -\$500	\$500	
Other:		\$500
9691 YS Expenditures	\$0	
9690 Regional Bd. School Trustees	\$500	

Grand Total

\$273,050

315

2011 - 2012 LIQUOR LICENSES ISSUED TO:

2011-01	CASEY'S RETAIL COMPANY d/b/a CASEY'S GENERAL STORE #2833 925 E. Main Street Moweaqua, IL 62550 515-965-6100	MOWEAQUA TOWNSHIP Class One Beer License - \$500
2011-02 VOIDED	ANGLER BAIT SHOP, INC. Paul and Judith Heyob R. # 4 - Box 217-D Shelbyville, IL. 62565 756-3156	OKAW TOWNSHIP Class One Beer License - \$500 Voided - Selling Business 8/25/2011
2011-03	OAK TERRACE Beyers Lake Estates, Inc. 100 Beyers Road Pana, IL. 62557 539-4477	OCONEE TOWNSHIP - \$600 Class Three Resort License
2011-04	LEPRECHAUN LANDING Tracey and Virgil Jones R. # 1 - Box 299 Windsor, IL. 61957 459-2240	WINDSOR TOWNSHIP - \$500 Class One Beer License
2011-05 2011-06	VAHLING VINEYARDS Dennis Vahling RR 1 Box 51 Stewardson, IL 62463 682-5409	PRAIRIE TOWNSHIP- \$500 @ Class One Beer/Class Four Wine-Maker Licenses
2011-07	BMDD RESORTS CORP. d/b/a The National at Eagle Creek Attn: Mike Ballinger Ballinger Realty PO Box 145 Decatur, IL 62562525 217-429-5050	OKAW TOWNSHIP - \$600 Class Six Golf Course
2011-08 2011-09	WILLOW RIDGE VINEYARDS Louis and Christina Donnel RR 2 Box 344 Shelbyville, IL 62565 738-2323	RIDGE TOWNSHIP - \$500 @ Class Four Wine-Maker/Class Seven Banquet Hall Licenses
2011-10	ANGUS LINKS, LLC. Rod Maxwell R. # 1 - Box 36-B Windsor, IL. 61957 459-2805	ASH GROVE TOWNSHIP - \$600 Class Six Golf Course License

Fiscal Year 2011-2012

License 9/01/202011 to 8/31/2012

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

IN THE MATTER OF)
UNION DRAINAGE DISTRICT NO. 1 OF)
PICKAWAY AND TODDS POINT TOWNSHIPS,)
SHELBY COUNTY, ILLINOIS)

ORDER OF APPOINTMENT

This cause coming on to be heard for the annual appointment of commissioner, and it appearing that the term of hance Beery has/will expire of the first Tuesday of September, ~~18 2011~~, and there now/will exist a vacancy in the office of one commissioner of said District; and it further appearing that the said hance Beery is qualified to act as such commissioner and is willing to accept such appointment and has heretofore tendered his oath and bond in the penal sum of ONE HUNDRED DOLLARS (\$100.00);

NOW, THEREFORE, IT IS ORDERED that hance Beery is hereby appointed to serve as commissioner for said district for a 3-year period, the said term ending the first Tuesday of September, ~~18 2014~~ or until his successor has been appointed or otherwise qualified to act.

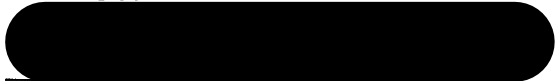
IT IS FURTHER ORDERED that the oath and bond heretofore tendered by hance Beery are hereby approved.

PASSED this 14th day of September, ~~18~~ 2011



Chairman, Shelby County Board

ATTEST:



Shelby County Clerk

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

IN THE MATTER OF)
UNION DRAINAGE DISTRICT NO. 1)
PICKAWAY AND TODDS POINT TOWNSHIPS)
SHELBY COUNTY, ILLINOIS)

BOND

We, Lance Beery as principal, and Richard Harley and Robert Bridgman as sureties, of the county(s) of Shelby, State of Illinois, are held and firmly bound unto the People of the State of Illinois, in the penal sum of ONE HUNDRED DOLLARS (\$100.00), for the payment of which, will and truly to be made, we bind ourselves, and each of us, our heirs, executors and administrators, and each of them, jointly, severally, and firmly by these presents on Sept. 1, 2011.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the said Lance Beery has been duly appointed commissioner for a term of three (3) years in and for the Union Drainage District No. 1, Pickaway and Todds Point Townships, Shelby County;

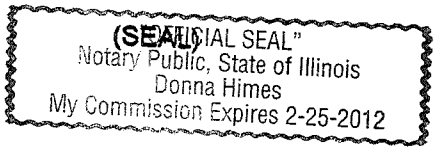
NOW, THEREFORE, if the said Lance Beery shall justly and fairly account for and pay over all moneys that may come into his hands, by virtue of his said office, and shall well and truly perform all and every act and duty enjoined upon him by the laws of this State, to be best of his skill and ability,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

[Redacted signature area]

STATE OF ILLINOIS)
) ss.
COUNTY OF Shelby)

I, Donna Himes, a Notary Public in and for said county, hereby certify that Richard Harley, Robert L. Bridgman and Lance Beery, known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledge that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes as therein set forth.

Dated this 30 day of August, 2011



[Redacted signature]
Notary Public

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

IN THE MATTER OF)
UNION DRAINAGE DISTRICT NO. 1 OF)
PICKAWAY AND TODDS POINT TOWNSHIPS,)
SHELBY COUNTY, ILLINOIS)

OATH

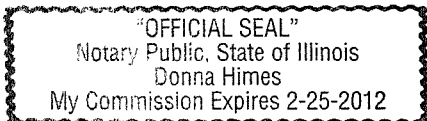
STATE OF ILLINOIS)
COUNTY OF Shelby) ss.

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of DRAINAGE COMMISSIONER in and for the UNION DRAINAGE DISTRICT NO. 1, OF THE TOWNSHIPS OF PICKAWAY AND TODDS POINT, SHELBY COUNTY, ILLINOIS, according to the best of my ability.



(signature)

SIGNED AND SWORN TO BEFORE ME this 30 day of Aug,
19 2011



(SEAL)



Notary Public

Shelby County Treasurer
 Monthly Report of Investments
 1-Sep-11
 Bank Balance: \$18,912,680.78

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$	638,143.01	MMD		
\$	2,024,649.67	MMD	General Fund	\$ 3,050.00
\$	-			
\$	-		County Payroll Clearing	\$ 30,221.77
\$	-			
\$	-		Section 105 Claims	\$ 2,000.00
\$	-			
\$	235,691.02	PB	County Health Fund	\$ -
\$	125,211.36	CD		
\$	17,638.64	MMD	County Health-TB	\$ -
\$	37,579.38	MMD		
\$	50,451.70	MMD	Animal Control Fund	\$ -
\$	23,393.63	MMD		
\$	112,428.78	PB	Ambulance Fund	\$ -
\$	152,058.61	MMD		
\$	1,113,710.29	MMD	Mental Health Fund	\$ -
\$	-			
\$	1,596,651.96	PB	IMRF Fund	\$ -
\$	-			
\$	322,994.05	PB	Social Security Fund	\$ -
\$	54,580.43	CD & MMD		
\$	32,649.31	PB	Indemnity Fund	\$ -
\$	-			
\$	711.53	PB	Court Security Fund	\$ -
\$	-			
\$	294,944.29	MMD	County Bridge Fund	\$ -
\$	-			
\$	187,025.19	PB	County Highway Fund	\$ -
\$	-			
\$	195,158.08	MMD	FASM Fund	\$ -
\$	-			
\$	415,123.23	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	12,008.44	PB	Tourism Fund	\$ -
\$	97,114.02	CD & MMD		
\$	253,185.78	PB	Probation Fund	\$ -
\$	55,223.16	CD & MMD		
\$	58,852.19	PB	Assist Court Fund	\$ -
\$	-			
\$	5,939.58	PB	Law Library Fund	\$ -
\$	-			
\$	86,591.25	PB	Automation Fund	\$ -
\$	-			
\$	101,191.21	PB	Recording Fund	\$ -
\$	-			
\$	14,372.59	PB	Drug Traffic Fund	\$ -
\$	-	CD		
\$	4,320.88	MMD	Airport Fund	\$ 267.55
\$	241,968.19	CD & MMD		
\$	590,719.21	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 17,302.51
\$	-			
\$	51,602.90	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 13,876.82
\$	-			
\$	-		Township Construction Fund	\$ 374.13

\$	292,360.52	MMD		
\$	1,138,677.47	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,147.48	PB	Estate Tax Fund	\$ -
\$	-			
\$	280,223.75	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	6,681.71	PB	Probation Drug Testing	\$ -
\$	-			
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	42,140.30	MMD		
\$	194,160.28	PB	Drainage Fund	\$ 2,000.00
\$	-			
\$	41,688.57	PB	Document Storage Fund	\$ -
\$	81,877.73	MMD		
\$	100,867.75	PB	Misc County Health Fund	\$ -
\$	26,830.11	MMD		
\$	45,366.72	PB	Litigation Fund <i>Payback</i>	\$ -
\$	208,189.31	CD	<i>Eagle Creek</i>	
\$	191,761.47	PB	Revolving Loan Fund	\$ -
\$	-			
\$	12,328.98	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	769.61	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	624.01	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	6,187.70	PB	Rescue Squad Fund	\$ -
\$	-			
\$	866.66	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	15,575.58	PB	DUI Equipment Fund	\$ -
\$	-			
\$	120,829.60	PB	GIS Fund	\$ -
\$	1,000,000.00	CD		
\$	115,643.29	PB	Capital Improvement Fund	\$ 575,465.21
\$	-			
\$	-		Pet Population	\$ 11,736.17
\$	-			
\$	-	MMD	EMA Special Fund	\$ 1,328.40
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
\$	-			\$ 13,791,669.18

County Collector Accounts

Shelby County State Bank-Checking	\$ 200.00
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 14,787.30
First National Bank of Assumption	\$ 34,208.63
Community Banks of Shelby County-Cowden	\$ 132,549.72
Shelby County State Bank-Strasburg	\$ 135,426.60
First Federal Savings & Loan-Shelbyville	\$ 280,820.25
Busey Bank-Real Estate Tax Trust Account	\$ 3,931.66
Shelby County State Bank-Shelbyville-Money Market	\$ 1,533,216.75
Busey Bank-Money Market	\$ 1,781,121.64
Ayars State Bank-Moweaqua	\$ 253,041.87
Shelby County State Bank-Findlay	\$ 145,426.46
First National Bank of Pana	\$ 94,310.64
Peoples Bank of Pana	\$ 71,294.92
Prairie National	\$ 117,167.84
Shelby County State Bank-Windsor Branch	\$ 156,043.90
Dewitt Federal Savings & Loan-Moweaqua	\$ 179,104.39
Sigel Community Bank	\$ 91,107.53
Shelby County State Bank-Moweaqua	\$ 31,878.18
Illinois Epay	\$ 65,173.32
	\$ 5,121,011.60



CERTIFICATE OF DEPOSITS
September 1, 2011

General Fund(001) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>638,143.01</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>37,579.38</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>23,393.63</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>152,058.61</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>9,580.43</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>97,114.02</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>223.16</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>116,968.19</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>292,360.52</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>81,877.73</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 1/29/2012	
.65% Interest	\$ <u>125,211.36</u>

CERTIFICATE OF DEPOSITS
September 1, 2011

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 8/12/2011 .65% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 10/18/2011 .65% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 8/18/2011 .65% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .10% Interest	\$ <u>208,189.31</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 20555 Matures 10/16/2011 1.25% Interest	\$ <u>1,000,000.00</u>
Airport(022)	\$ <u>-</u>
 TOTAL	\$ <u>3,007,699.35</u>