

March 9, 2021

**SHELBY COUNTY BOARD MEETING AGENDA**  
**March 11, 2021 – 7:00 P. M.**  
**Lion's Club Building – Forest Park - Shelbyville**

1. Call to Order – Prayer – Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Public Body Comment
5. Beth Beck-Marts, CEFS Transportation Director – Approval of 5311/DOAP Publication Transportation Ordinance; Resolution authorizing Board Chair to apply for 5311(\$393,033)/DOAP (\$1,867,470) funds; Acceptance of Intergovernmental Agreements with Moultrie, Christian Montgomery, Clay and Fayette Counties; Purchase of Service Agreement between Shelby County and CEFS; Vehicle Lease Agreement between Shelby County and Effingham County
6. County Highway Engineer Alan Spesard – Highway Engineer's Report: Request approval for: Joint Agreement with IDOT for funding the Flat Branch Bridge Replacement Project (Location: 2525N/100E: Bridge 087-3101)
7. Jim Schwerman, Shelby County State Bank – Presentation of County Farm Licensing Agreement
8. Jesse Durbin, County Board member – Approval of County Farm Licensing Agreement
9. Gary Patterson, County Board member – Approve of Farm Management agreement with Shelby County State Bank
10. Nichole Kroncke, State's Attorney – Payment of 2019 County Farm Taxes
11. Bryon Coffman, Insurance Committee – Request approval of language changes to the Health Insurance contract/policy
12. Erica Firnhaber, Treasurer – Monthly expense/revenue report, investment report
13. Don Tate, Public Buildings Chair – Discussion regarding Courthouse drainage work (water leaking into basement) on east and west side of building (these areas are currently rocked
14. Committee Reports
15. Chairman Updates
16. Chairman Appointments - Robert Hemer – Trustee Moweaqua Fire  
Earl Baker – Chairman of EMA Committee
17. Correspondence
18. Approve payment of claims
19. Public Body Comment
20. Adjournment

**Prayer today is given by Board member Gary Patterson**

**\*\* Please silence cell phones during the Board meeting\*\***

**SHELBY COUNTY BOARD MEETING**

**March 11, 2021 – 7:00 P.M.**

The Shelby County Board met on Thursday, March 11, 2021, at 7:00 P.M. at the Lion's Club Building in Forest Park in Shelbyville, Illinois.

Chairman Bobby Orman called the meeting to order. Board member Gary Patterson gave the prayer, and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Barbara Bennett was absent.

Minutes for the February 11, 2021 Board meeting were presented for approval. Drnjevic pointed out an error on page 3 regarding a vote on capping audit funding. Lines also pointed out his name was listed twice in that vote. Clerk Fox informed the board she would make those corrections. Lines made motion to approve the correction of the minutes. Patterson seconded said motion, which passed by voice vote (21 yes, 0 no). Williams made motion to approve the minutes with corrections. Tate seconded said motion, which passed by voice vote (21 yes, 0 no).

At this time, Chairman Orman stated he wanted to move the agenda items 11 – 13 under #6 and allow another Public Body Comment section prior to discussion on items 7 – 10 which related to the County Farm. Chairman Orman also updated the board that according to Robert's Rules, the call to question requires a 2/3 vote to stop debate. If the 2/3's is not achieved, then debate continues. Orman also informed the board that Public Body comment is a time for the public to address concerns to the board and not a time for dialogue between the public body and the board. Chairman Orman also told the board he is considering combining the EMA, Zoning, Public Building and Animal Control committees into 1 large committee.

At this time Orman called for Public Body Comment.

Health Administrator Steve Melega addressed the board to inform them a vaccination clinic will be held at Lake Shelbyville Visitor's Center on March 17 and 18 from 9:00 AM - 6:00 PM. The Health Department will receive assistance from the Illinois National Guard to conduct this clinic. Melega thanked State Senator Chapin Rose and State Representative Brad Halbrook for their efforts in increasing the vaccine doses received by Shelby County. Melega said 800 people will be able to be vaccinated on each of those days with the 1 dose Johnson & Johnson vaccine. Pre-registration will be necessary for this event. Melega stated he plans on doing some press releases regarding this upcoming clinic.

Other issues addressed to the board during PBC were questions regarding the County Audit, the Forensic Audit, which should now be completed by the end of May, and questions related to the licensing agreement of the County Farm. Another member of the public stated it was rude and disrespectful of board members to leave the meeting before it is over or to get up and exit the meeting during public body comment. Another member of the audience stated it would be best to let the County Farm sit for a year instead of making a decision in haste.

Beth Beck-Marts, CEFS Transportation Director presented for approval the FY 2022 5311/DOAP Transportation Ordinance, the purchase of service agreement, and the vehicle lease agreement. The Intergovernmental Agreements with Clay, Fayette, Moultrie, and Montgomery Counties to provide public transportation within their county limits, were also submitted for approval at this time. A memorandum of understanding with Effingham County for the use of vehicles was also presented. \$1,867,470 in State funding has been requested, as well as \$393,033 in Federal funding for Public Transportation.

Barr made motion to approve the Public Transportation items as presented. Gergeni seconded said motion. Vote passed by roll call vote (21 yes, 0 no). Aye – Baker, Barr, M. Bennett, Canaday, Coffman, Drnjevic, Durbin, Gergeni, Hite, Lenz, Lines, Metzger, Orman, Patterson, Percy, Pogue, Simpson, Slifer, Swits, Tate and Williams. Nay – 0.

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

Alan Spesard, County Highway Engineer, presented the Highway Engineer's Report and requested approval from the Board for an agreement. Spesard presented a funding agreement for a closed bridge in Flat Branch Township. This is located at 1100E/2525N and is scheduled to be bid in Springfield on April 23.

Coffman made motion to approve the agreement. Lines seconded said motion, which passed by voice vote (21 yes, 0 no).

**Shelby County Board Meeting**  
**March 11, 2021**

Continuing with updates, the Cowden- Herrick road project was bid on March 5 in Springfield. The one and only bidder was Howell Paving with a bid of \$912,824.02. Estimated costs on the project are 1.124 million. This bid is awarded by IDOT and the contract will be between Howell Paving and IDOT. The 8T posted bridge in Rose Township is scheduled to be bid on June 11<sup>th</sup>. The railroad crossing approach in Todd's Point Township is scheduled to be bid on July 2, at the Highway Department. The Westervelt Bridge, which will be funded by a 1-million-dollar grant, will be bid on November 5<sup>th</sup> and the County Club Road project will be bid in January 2022. The County Club road project will also be funded with 1.7 million in grant funding. The Highway Department is currently doing bridge inspections in ½ of the county. Spesard reference the project list which now includes location and staffing requirement on the various projects.

Insurance Committee member Bryon Coffman addressed the board regarding some language clean up for the Health Insurance contract. The committee met recently to discuss the need to amend and clarify "CONTINUATION OF COVERAGE." This language change has been reviewed by State's Attorney Kroncke and she found no issues with the language changes. Employees will have the option of COBRA insurance if they fall under this classification. The health insurance continuation of coverage section, employer continuation coverage will be amended to read:

Employer – Approved Leave of Absence (not meeting the definition of FMLA); coverage will continue to the end of the month following a maximum of 180 days. This runs concurrently with Continuation during FMLA. If FMLA has been exhausted, this Employer-Approved Leave of Absence Continuation will continue only to the end of the month following a total of 180 days, including those days covered under FMLA.

Metzger made motion to approve the language changes. Lines seconded said motion, which passed by voice vote (21 yes, 0 no).

Treasurer Erica Firnhaber reviewed the monthly expense, revenue, and investment reports with the board. (Reports attached to these minutes.)

Canaday made motion to accept the Treasurer's report as presented. Baker seconded said motion, which passed by voice vote (21 yes, 0 no).

Public Buildings Chair Don Tate reported at this time he had nothing to present regarding the Courthouse concrete/drainage repair project. Sheriff Koonce has received 2 bids and is waiting for 2 more. Tate reported he had no information regarding the courthouse clock and nothing to report on the window grant.

At this time Chairman Orman once again called for Public Body Comment for items related to the County Farm. The selling of the County Farm was tabled at the Feb. 11, 2021 meeting. Some questions asked were if the board could discuss the county farm with the sale of the farm still tabled? There were a lot of comments related to the County Farm and the agenda items to do with a licensing agreement, hiring a farm manager, and payment of the 2019 county farm taxes. Comments made were paying of the farm taxes is a violation of the 14<sup>th</sup> amendment, which is a Federal crime, as using county general funds to pay these taxes, essentially was taxation without representation for people living outside of Rose Township. Some asked why the farm manager position was not put out for bids.

Others questioned the legality of doing a licensing agreement for the county farmland and where to find this in the IL statutes or Constitution. Board members were encouraged to not act in favor of these items if they had any doubt and to "work in the best interest of the taxpayers." Board members were once again questioned if they could even move ahead with discussion and action of these items since the selling of the county farm had been tabled at the February meeting and there was no agenda item removing that from the table. Board members were asked if they had read the statutes related to the powers they had as county board members. (55 ILCS 5/5-1005 1-23). The board was encouraged to protect themselves and the county board from potential litigation if they had any doubts about the legality of the licensing agreement, hiring a farm manager, or paying the county farm taxes. Both the Farm Committee and Finance Committee had at least one meeting related to the County Farm.

Jim Schwerman of Shelby County State Bank spoke with the board about implementing a licensing agreement and hiring the bank to manage the county farm. Schwerman explained the licensing agreement (please see farm license agreement attached these minutes for a full description). Schwerman stated the county farm amounts to 236 acres, 204 which are tillable and does have some timber that could generate income if the county decided to remove it. The county as the licensor would be in complete control and quarterly reports will be provided for complete transparency. The county would receive income from the grain, but would be required to pay the property taxes until a property tax exemption could be applied for and

**Shelby County Board Meeting**  
**March 11, 2021**

received from the Department of Revenue. The county would also be responsible for the procurement of supplies (seed, fertilizer, etc.) and for the purchase of crop insurance which must be purchased by March 15, 2021.

Discussion was held about where the County would get the money for this. Schwerman stated several of the ag related services in the area had interest free programs, which would allow the county to get started with no money down. Several board members have put time into researching the county farm and leasing/licensing and find nothing in the law that states this is legal. It was repeated that public funds must be used for public purposes.

Board member Jesse Durbin made motion to approve the County Farm Licensing agreement. Patterson seconded said motion. Baker wanted it understood that this was not recommended by the Farm Committee, but an individual. Discussion continued about Shelby County being in the farming business. The Farm Licensing agreement states the licensor would be Shelby County Farm, this would need to be changed to Shelby County. Budgeting questions were raised about where the funds to amend the current FY budget of \$8,000 would come from to purchase items needed to plant this year.

The vote was called for. There was no other debate. A vote was taken to call the question, which passed by voice vote (19 yes, 2 no, Baker and Pogue).

The questions to approve the County Farm Licensing agreement passed by roll call vote (11 yes, 10 no). Aye – Barr, Coffman, Drnjevic, Durbin, Lenz, Metzger, Patterson, Simpson, Slifer, Swits and Williams. Nay – Baker, M. Bennett, Canaday, Gergeni, Hite, Lines, Orman, Pearcy, Pogue and Tate).

At this time, board member Gary Patterson addressed the board regarding the County Farm Management Agreement with Shelby County State Bank, which was previously emailed to the board. Patterson stated the licensing agreement will make the county the most income. The county farm has made money. Crop insurance will allow for the county to not be put into a liable position; the county cannot lose money. The last day for crop insurance to be purchased is March 15, 2021. Money made from the County Farm will be returned to the County general fund. The County Farm budget is only \$8,000. Discussion was held about where the \$80,000 would come from to finance this operation. The suppliers are willing to "carry" the County until after harvest. The county would not qualify for any government subsidies but would qualify for crop insurance.

Last year's yields and a credit application would be needed to sign up for crop insurance. Discussion continued about financing and the legality of this option.

Williams made motion to approve the County Farm Management Agreement with Shelby County State Bank. Swits seconded said motion. Discussion continued.

M. Bennett made motion to table the County Farm Management Agreement. Pogue seconded said motion, which failed by roll call vote (10 yes, 11 no). Aye – Baker, M. Bennett, Canaday, Gergeni, Hite, Lines, Orman, Pearcy, Pogue and Tate. Nay – Barr, Coffman, Drnjevic, Durbin, Lenz, Metzger, Patterson, Simpson, Slifer, Swits and Williams.

Taking the vote that was previously motioned by Williams and seconded by Swits to approve the Farm Agreement was tied in a roll call vote (10 yes, 10 no's, 1 abstain – Coffman). Aye – Barr, Drnjevic, Durbin, Lenz, Metzger, Patterson, Simpson, Slifer, Swits and Williams. Nay – Baker, M. Bennett, Canaday, Gergeni, Hite, Lines, Orman, Pearcy, Pogue and Tate. Abstain – Coffman.

State's Attorney Nichole Kroncke provided a written opinion to the board regarding the payment of the 2019 taxes for the County Farm ground. This land has not been exempt for many years and nothing was written into past farm lease agreements making the tenant farmer liable for the county farm taxes. Kroncke's opinion was based on various case law received from Giffin, Winning, Cohen & Bodewes PC who were contracted by the State's Attorney Appellate Prosecutor's office due to their expertise in this area.

Coffman made motion to approve the payment of taxes. Swits seconded said motion, which failed by roll call vote (10 yes, 11 no). Aye – Barr, Coffman, Drnjevic, Durbin, Lenz, Metzger, Patterson, Simpson, Swits and Williams. Nay – Baker, M. Bennett, Canaday, Gergeni, Hite, Lines, Orman, Pearcy, Pogue, Slifer and Tate.

Chairman Orman called for committee reports. (Committee reports are attached to these minutes).



**Shelby County Board Meeting**  
**March 11, 2021**

Rescue squad committee Chair Williams informed the board the Dive Team recently did some cold-water retrieval training. The Rescue Squad has responded to 5 different calls recently and in desperate need of a new vehicle to replace the Bravada.

Animal Control committee member Slifer reported the Animal Control Warden planned on purchasing a new vehicle next fiscal year. There is money in the special fund account for this purchase. The committee is currently working to decide if the old truck should be traded in towards the purchase of a new one or declared surplus and bids taken on it.

ROE member Gergeni reported the building in Charleston will be paid off in December.

Zoning member Terry Metzger commended interim administrator Gary Townsend on the job he has done to catch up on building permits for the County. Metzger did report there were issues getting 9-1-1 addresses assigned. Coles County did the initial 9-1-1 addressing project for Shelby County and now Shelby is part of the Christian-Shelby 9-1-1 so Christian County must assign the addresses and they are currently short staffed.

Law Enforcement Chair Gary Patterson stated 2 deputies were recently awarded with lifesaving awards for rescuing a woman from a sinking car. Deputy Jesse Brandt and Deputy Justin Dudra were recently honored at a ceremony at the Sheriff's office. These officers were given a round of applause by the county board. Patterson also reported the Sheriff's office is now using the Wex cards for fuel and hope to have the fuel system installed at the Highway Department soon. There are currently 23 inmates at the jail with 2 waiting on transfer to the DOC.

There are no Chairman updates.

Chairman Orman requested the reappointment of Robert Hemer as Moweaqua Fire Protection District Trustee by resolution.

Hite made motion to approve the appointment. Coffman seconded said motion, which passed by voice vote (21 yes, 0 no).

Chairman Orman requested the appointment of Earl Baker as Chair of the EMA Committee.


Tate made motion to approve the appointment. Lines seconded said motion, which passed by voice vote (21 yes, 0 no).

There was no correspondence.

Tate made motion to approve the claims for payment. Lines seconded said motion, which passed by roll call vote (21 yes, 0 no). Aye – Baker, Barr, M. Bennett, Canaday, Coffman, Drnjevic, Durbin, Gergeni, Hite, Lenz, Lines, Metzger, Orman, Patterson, Pearcy, Pogue, Simpson, Slifer, Swits, Tate and Williams.

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

Lines made a motion to adjourn until the next regularly scheduled meeting to be held on April 8, 2021. M. Bennett seconded said motion, which passed by voice vote (21, yes, 0 no). The meeting was adjourned at 10:15 PM.

  
Jessica Fox  
Shelby County Clerk and Recorder

## STATE OF ILLINOIS

## ROLL CALL VOTES IN COUNTY BOARD

## SHELBY COUNTY

March 11, 2021

REGULAR MEETING

		ROLL CALL			QUESTIONS							
			3/11/2021	1/2021	Approve CLETS ON MOTIONS TO Items		License Ag ON MOTIONS TO County Form		Table Farm ON MOTIONS TO Agreement		Farm Mng. ON MOTIONS TO Agreement	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BAKER, EARL	50	✓		✓			1	1			1
	BARR, KENNETH	50	✓		✓		1			1	1	
	BENNETT, BARBARA	40	A				A	A				
	BENNETT, MARK	32	✓		✓			2	2			2
	CANADAY, PAUL	0	✓		✓			3	3			3
	COFFMAN, BRYON	48	✓		✓		2			2	Abstain	
	DRNJEVIC, DENNIS	22	✓		✓		3			3	2	
	DURBIN, JESSE	12	✓		✓		4			4	3	
	GERGENI, GARY	26	✓		✓			4	4			4
	HITE, ROD	56	✓		✓			5	5			5
	LENZ, LARRY	26	✓		✓		5			5	4	
	LINES, PATRICK	0	✓		✓			6	6			6
	METZGER, TERRY	0	✓		✓		6			6	5	
	ORMAN, ROBERT	34	✓		✓			7	7			7
	PATTERSON, GARY	0	✓		✓		7			7	6	
	PEARCY, DEREK	20	✓		✓			8	8			8
	POGUE, JOHN	0	✓		✓			9	9			9
	SIMPSON ROBERT	32	✓		✓		8			8	7	
	SLIFER, JEFF	32	✓		✓		9			9	8	
	SWITS, DAVID	34	✓		✓		10			10	9	
	TATE, DON	40	✓		✓			10	10			10
	WILLIAMS, LYNN	0	✓		✓		11			11	10	

## STATE OF ILLINOIS

## ROLL CALL VOTES IN COUNTY BOARD

## SHELBY COUNTY

March 11, 2021

## REGULAR MEETING

		ROLL CALL			QUESTIONS							
			1 / 2021	1 / 2021	County Farm ON MOTIONS TO Taxes to pay		Approve Payment ON MOTIONS TO of Claims		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BAKER, EARL	50				1	1					
	BARR, KENNETH	50			1		2					
	BENNETT, BARBARA	40										
	BENNETT, MARK	32				2	3					
	CANADAY, PAUL	0				3	4					
	COFFMAN, BRYON	48			2		5					
	DRNJEVIC, DENNIS	22			3		6					
	DURBIN, JESSE	12			4		7					
	GERGENI, GARY	26				4	8					
	HITE, ROD	56				5	9					
	LENZ, LARRY	26			5		10					
	LINES, PATRICK	0				6	11					
	METZGER, TERRY	0			6		12					
	ORMAN, ROBERT	34				7	13					
	PATTERSON, GARY	0			7		14					
	PEARCY, DEREK	20				8	15					
	POGUE, JOHN	0				9	16					
	SIMPSON ROBERT	32			8		17					
	SLIFER, JEFF	32				10	18					
	SWITS, DAVID	34			9		19					
	TATE, DON	40				11	20					
	WILLIAMS, LYNN	0			10		21					

**PURCHASE OF SERVICE AGREEMENT**

FOR THE RURAL PUBLIC TRANSPORTATION

UNDER THE

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

BETWEEN

**SHELBY COUNTY, ILLINOIS**

AND

**C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION  
(CENTRAL ILLINOIS PUBLIC TRANSIT)**

CONTRACT NUMBER \_\_\_\_\_

**STATE FISCAL YEAR 2022**

**July 1, 2021 to June 30, 2022**

## **PURCHASE OF SERVICE AGREEMENT**

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

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

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

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

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

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

### **ITEM 1 - DEFINITIONS**

As used in the Agreement:

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

## ITEM 2 - PROJECT SCOPE

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

## ITEM 3 - AMOUNT OF CONTRACT

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

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

Total FY 2022 Federal 5311 Non-Metro Operating Assistance funding for the Project costs will be three hundred ninety-three thousand thirty-three AND 00/100 (\$393,033) DOLLARS. In addition, FY2022 total State Downstate Operating Assistance funding is estimated to be one million eight hundred sixty-seven thousand four hundred seventy AND 00/100 (\$1,697,700) DOLLARS. The Provider is herein authorized to incur eligible costs against these funds from the beginning of July 1, 2021 through the ending date of June 30, 2022.

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

## ITEM 4 - DOCUMENTS FORMING THIS AGREEMENT

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

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

## ITEM 5 - ILLINOIS GRANT FUNDS RECOVERY ACT

This grant is subject to the Illinois Grant Funds Recovery Act, as amended. This Agreement is valid until June 30, 2022 and grant funds are available to the Provider and may be expended by the Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any funds which are not expended or legally obligated by the Provider at the end of the Agreement or by the expiration of the period of time funds are available to expenditure or obligation, whichever is earlier, shall be returned to the Grantee within 45 days. Project close-out shall be in accordance with ITEM 15 of this Agreement.

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

## ITEM 6 - ACCOMPLISHMENT OF THE PROJECT

### Grantee's Responsibilities:

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

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

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

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



#### Provider's Responsibilities:

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

*Pursuant to Federal, State, and Local Law* - In performance of its obligations pursuant to this Agreement, the Provider and its contractors shall comply with all applicable provisions of Federal, State and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive local standards to the performance of the Project.

The Provider agrees that the most recent of such Federal and State requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed either by IDOT/DPIT or FTA, the language of which either modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new Federal and State laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal and State requirements, the Provider agrees to include in all third-party contracts financed with Government (FTA and/or IDOT/DPIT) assistance, specific notice that Federal and State requirements may change and the changed requirements or amendments will apply to the Project as required.

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

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

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

#### ITEM 7 - CONTINUANCE OF SERVICE

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

#### ITEM 8 - USE OF FACILITIES

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

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

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

1. Encumbrance of Private Property. Unless expressly authorized in writing by IDOT, the Provider agrees to refrain from:
  - a. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Grantee interest in any Project real property or equipment; or
  - b. Obligate itself in any manner to any third party with respect to Project real property or equipment.
2. The Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Grantee interest or impair the Provider's continuing control over the use of the Project real property or equipment.

#### ITEM 9 - ETHICS

1. The Provider shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member or agent of the Provider may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

(a) The employee, officer, board member, or agent;

Any member of his or her immediate family;

His or her partner; or

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

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

The code shall also provide that the Provider's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

*Interest of Members of or Delegated to Congress.* No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or derive any benefit therefrom.

**Bonus or Commission.** The Provider acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to Grantee in connection with this Project, the Grantee reserves the

right to impose on the Provider the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Sections 3801, *et seq.*, and 49 U.S.C. app. Section 1607 a (h), as IDOT or the Grantee deems appropriate. The terms of the U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to this Project.

#### ITEM 10 - THE PROJECT BUDGET

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

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

##### Grantee Responsibilities:

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

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

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

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

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

Project Funds may only be used for the following expenses:

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

##### Provider's Responsibilities:

The Provider's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this Agreement. The Provider is accountable for all Project Funds received under this Agreement, including those expended for subgrantees. The Provider shall maintain effective control and accountability over all Project Funds, equipment, property, and other assets under the Agreement as required by the IDOT/DPIT. The Provider

shall keep records sufficient to permit the tracing of Project Funds to a level of expenditure adequate to insure that the Project Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices.

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

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

The Provider shall ensure that the Project Funds are expended in accordance with the following principles: 1) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations, 2) grant expenditures should conform to the terms and conditions of this Agreement, 3) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the cost, and 4) accounting should be consistent with generally accepted accounting principles.

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

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

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

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

4. *Documentation of Project Costs* - All costs charged to the Project, including any approved services contributed by the Provider or others, shall be supported by properly executed payrolls, time records, invoices, allocation plans, contracts and/or vouchers evidencing in detail the nature and property of the charges.
5. *Checks, Orders and Vouchers* - Any check or order drawn by the Provider with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Provider stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, allocation plans or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
6. *Audit and Inspection Records* -

Grantee's Responsibilities:

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

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

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

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

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

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

**Provider's Responsibilities:**

The Provider (and its subcontractors, if any) certify that it shall remain, for a minimum of seven (7) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement; the Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Grantee, IDOT/DPIT and its agents, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Provider agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, records and supporting documents required by this section shall establish a presumption in favor of the State and against the Provider for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

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

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

**Grantee's Responsibilities:**

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

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

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

- a) Only for costs necessary to complete Project program objectives;
- b) Eligible for payment under the State of Illinois cost principles for under 56 Illinois Administrative Code 2630; and

- c) In conformance with the State of Illinois administrative requirements for under 56 Illinois Administrative Code 2610.

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

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

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

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

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

Provider's Responsibilities:

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

Grantee will make a final determination as to allowability only after a final audit of the project has been conducted.

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

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

3. *Disallowed Costs* - In determining the amount payable, the Grantee will exclude costs incurred by the Provider which are not provided for in the latest approved Project Budget for the Project; and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantee.

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

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

#### ITEM 14 - PROJECT AUDIT

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

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

Provider agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. Provider warrants that there is no provision of its charter, by-laws or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Provider any provision or clause of this Agreement. Provider warrants further that it has paid all Federal, State and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, that Provider has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder and that Provider will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder.

#### ITEM 16 - CONTRACT OF THE PROVIDER AND SUBCONTRACTS



Except as otherwise provided in the Grantee guidelines or as specifically approved by the Grantee, the Provider shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval of the Grantee and the IDOT/DPIT. The Provider may only subcontract services with the prior written approval of the Grantee and the IDOT/DPIT. Any subcontracts or third-party contracts for service shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that the subcontractor are subject to all of the terms and conditions of this Agreement. For the Grantee to approve the use of any subcontract, the Grantee must employ an open, impartial, and reasonably competitive selection process. The Provider has made the Grantee aware of a pre-existing contract with the Illinois Department of Public Aid, a copy of which is attached hereto.

#### ITEM 17 - COMPETITIVE BIDDING

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

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

#### ITEM 18 - THIRD PARTY CONTRACT CHANGES

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

#### ITEM 19 - PRE-BID REVIEW

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

#### ITEM 20 - ASSIGNMENT OF AGREEMENT

The Provider agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Grantee. The Provider agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Grantee.

#### ITEM 21 - INDEMNIFICATION AND INSURANCE

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

The Provider agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance with limits and upon terms satisfactory to the Grantee as will protect the Provider from any other claims for damages to property or for bodily injury including death, which may

arise from or in connection with the operations hereunder by the Provider, or by anyone directly or indirectly employed by or associated with it, and the Provider shall furnish the Grantee with certificate(s) evidencing all such required insurance.

#### ITEM 22 - NON-WAIVER

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

#### ITEM 23 - NON-COLLUSION

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

#### ITEM 24 - INDEPENDENCE OF GRANTEE

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

#### ITEM 25 - LABOR LAW COMPLIANCE

The Provider agrees to comply with the Labor Law Compliance provisions of the Federal Capital Grant Contract pertaining to the Project, if any, and all applicable State and Federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, and health and safety of employees.

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

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

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

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

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

Grantee, the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Provider agrees as follows:

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

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

The illegality of sexual harassment

The definition of sexual harassment;

A description of sexual harassment, utilizing examples;

The Provider's internal complaint process including penalties;

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

KEVIN M. BUSHUR, CHIEF EXECUTIVE OFFICER

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

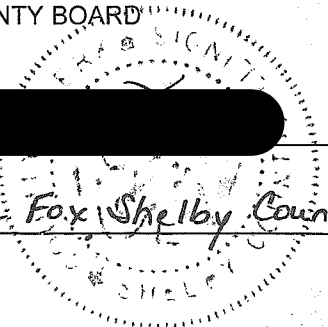
By: \_\_\_\_\_

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

ROBERT ORMAN, CHAIRMAN  
SHELBY COUNTY BOARD

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

By: Jessica Fox Shelby County Clerk



## **U.S. Government Required Clauses**

**Fly America Requirements** – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**Buy America Requirements** – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Charter Bus Requirements** – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

**School Bus Requirements** – School Bus Requirements – Applicability – Operational Service

Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

**Cargo Preference** - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

**Seismic Safety** – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

**Energy Conservation** – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**Clean Water** – Applicability – All Contracts and Subcontracts over \$250,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to

the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

**Bus Testing** – Applicability – Rolling Stock/Turnkey

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall **provide a copy of the final test report** to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**Pre-Award & Post-Delivery Audit Requirements** - Applicability – Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
  - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
  - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
  - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

**Lobbying** – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Access to Records and Reports**– Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General



or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes** – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

**Bonding Requirements** – Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A

"payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

#### Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

#### The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is

increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is increased.

#### Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

#### Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

#### Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final

Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

**Clean Air** – Applicability – All contracts over \$250,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

**Recycled Products** – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Davis-Bacon and Copeland Anti-Kickback Acts** – Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all

times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is

not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid

(including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any



further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits,

trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon

Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

**Contract Work Hours & Safety Standards Act** – Applicability – Contracts over \$250,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**No Government Obligation to Third Parties** - Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the

contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Termination** – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of

performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make

an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**Government-wide Debarment and Suspension (Nonprocurement)** – Applicability – Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the

Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

**Contracts Involving Federal Privacy Act Requirements** – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Civil Rights Requirements**– Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit



Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by 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 Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or

activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**Breaches and Dispute Resolution** – Applicability – All contracts over \$250,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

**Performance During Dispute** - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

**Rights and Remedies** - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Patent and Rights Data** –

Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

## Patent Rights

### A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

### B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

### C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

## Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and

associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

**Transit Employee Protective Provisions** – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337,

or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other



exceptions as it deems appropriate.

**Disadvantaged Business Enterprise (DBE)** – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

**Prompt Payment** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors 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 Recipient. This clause applies to both DBE and non-DBE subcontracts.

**Incorporation of Federal Transit Administration (FTA) Terms** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

**Drug & Alcohol Abuse and Testing** – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

**Other Federal Requirements:**

**Full and Open Competition** – In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications** – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**Conformance with ITS National Architecture** – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq.,

January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**Access Requirements for Persons with Disabilities** – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation** – To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress** - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors** - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Other Contract Requirements** - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**Compliance With Federal Regulations** - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Real Property** - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency** - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice** - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

**Environmental Protections** - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data** - Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201 ).

### **Organizational Conflicts of Interest**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

### **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects**

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

**Veterans Preference.** As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a

disability, or a former employee.

**Safe Operation of Motor Vehicles.**

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The CFDA number for the Federal Transit Administration.** Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form

## Ordinance

ORDINANCE NUMBER 21-01-"O"  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN SHELBY COUNTY, ILLINOIS for Fiscal year 2022, beginning on July 1, 2021 and ending on June 30, 2022.

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Shelby County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

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

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

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

Section 5. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Shelby County all required Grant Agreements with the Illinois Department of Transportation.


APPROVED by the Chairman of the Shelby County Board, this 11th day of March 2021 and deposited and filed in the office of the Shelby County Clerk of said County on that date.

Elected Board Members 22

PRESENT 21

AYE 21

NAY 0

  
Clerk of Shelby County, Illinois

  
Chairman of Shelby County, Illinois

## Ordinance

ORDINANCE NUMBER 2021-02-02-B

AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION

IN FAYETTE COUNTY, ILLINOIS for Fiscal year 2022, beginning on July 1, 2021 and ending on June 30, 2022.

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of FAYETTE County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

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

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

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

Section 5. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of FAYETTE County all required Grant Agreements with the Illinois Department of Transportation.

APPROVED by the Chairman of the FAYETTE County Board, this 2 day of Feb. 2021 2021 and deposited and filed in the office of the FAYETTE County Clerk of said County on that date.

Elected Board Members 12

PRESENT 12

AYE 12

NAY       

  
Clerk of FAYETTE County, Illinois

  
Chairman of FAYETTE County, Illinois



## Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.
9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.

10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2021 to June 30, 2022 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

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

Chairperson, Shelby County Board

ATTEST:

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



COUNTY OF FAYETTE, a body political and corporate

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

Chairperson, Fayette County Board

ATTEST:

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

**VEHICLE LEASE AGREEMENT BETWEEN**

**Shelby County  
AND  
C.E.F.S Economic Opportunity Corporation**

**EFFECTIVE DATE:  
July 1, 2021**

## INDEX OF VEHICLE LEASE AGREEMENT

SECTION 1 --	Vehicle Leased	3
SECTION 2 --	Use and Scope of Service Limits	3
SECTION 3 --	Term	3
SECTION 4 --	Additional Conditions of IDOT	3
SECTION 5 --	Lessee's Representations and Warranties	4
SECTION 6 --	Rent and Terms of Payment	4
SECTION 7 --	Insurance	4
SECTION 8 --	License Plates and Registration	5
SECTION 9 --	Delivery of Vehicle	5
SECTION 10 -	Reporting & Audit	5
SECTION 11 -	Maintenance	5
SECTION 12-	Modification of Vehicle	5
SECTION 13 -	Acceptance by Lessee	6
SECTION 14 -	Risk of Loss	6
SECTION 15-	Indemnity	6
SECTION 16 -	Additional Charges	6
SECTION 17-	Reports of Accidents	6
SECTION 18 -	Drivers of Vehicle	7
SECTION 19 -	Termination	7
SECTION 20 -	Surrender of Vehicle	7
SECTION 21 -	Warranties	7
SECTION 22 -	Compliance with Laws	7
SECTION 23 -	Assignment	8
SECTION 24-	Default	8
SECTION 25-	Waiver	8
SECTION 26 -	Lease Only	9
SECTION 27 -	Notices	9
SECTION 28 -	Right to Repossess	9
SECTION 29 -	Inspection of Vehicle	9
SECTION 30 -	Return of Vehicle	9
SECTION 31 -	Succession	10
SECTION 32 -	Amendment	10
SECTION 33 -	Liability for Contents	10
SECTION 34 -	Attorneys Fees	10
SECTION 35 -	Governing Law	10

COPY OF IDOT SECTION 16 GRANT CONTRACT

EXHIBIT "A"

## VEHICLE LEASE AGREEMENT

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

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

### SECTION 1

#### Vehicle(s) Leased

Lessor hereby leases to Lessee, on the terms and conditions herein contained the following motor vehicle(s):

\*\*\*\*\*SEE ATTACHED INVENTORY

Lessor shall delete the name Shelby County on the leased vehicle(s), and Lessee may, at its cost, add lettering such as C.E.F.S Economic Opportunity Corporation/Central Illinois Public Transit, providing said lettering is applied in a commercially reasonable manner.

### SECTION 2

#### Use and Scope of Service Limits

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

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

Lessee shall notify Lessor once the mileage on the vehicle(s) reaches 250,000, whereas, Lessor may apply for release of lien from IDOT.

### SECTION 3

#### Term

The term of the lease shall be for 1 year commencing on July 1, 2021 and termination at midnight on June 30, 2022. Subject to the terms of Section 18, the Lessee shall notify Lessor in writing, no later than ninety (90) days prior to the termination date of this agreement, of Lessee's intention to either terminate this Agreement on June 30, 2022 or seek to renew the Agreement.

### SECTION 4

#### Additional Conditions of IDOT

The State of Illinois Department of Transportation, Division of Public Transportation (hereinafter referred to as "IDOT") is lien holder on the vehicle(s) to be leased, previously operated by Lessor pursuant to the abovementioned capital grant agreement listed in Section 1. The Section 1 Program Capital Assistance Grant Contract is specifically incorporated herein, as fully set forth in "Exhibit A", attached hereto and made a part hereof. IDOT acknowledges that the making of this Agreement between Lessor and Lessee does not violate the terms of the Section 16 Grant Contract, nor causes any default or forfeiture thereunder.

Lessee shall use the vehicle(s) for the same purposes as described in the Section 16 Grant Contract entered into by Lessor and IDOT, i.e. for special transportation services designed to meet the needs of elderly persons and/or persons with disabilities in Illinois

Lessee represents and warrants that it will comply with said terms, conditions, and obligations of IDOT, so as not to jeopardize Lessor's relationship with IDOT, nor cause Lessor to be in default of any agreement with IDOT. Any breach of the Section 16 Grant Contract shall be considered a default by Lessee under the terms hereof.

## SECTION 5

### Lessee's Representations and Warranties

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

(a) Lessee is an Illinois Municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of Illinois, and has the power and authority to carry on its business, as now conducted, to own and operate its property and assets, to execute this Agreement and any other agreements and instruments referred to in this Agreement that it is executing and delivering, and to carry out the transactions contemplated hereby and thereby.

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

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

## SECTION 6

### Rent and Terms of Payment

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

## SECTION 7

### Insurance

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

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

Commercial Vehicle Coverage  
Combined single limit: \$2,000,000.00  
Medical Payments: \$5,000.00

Umbrella Excess Liability Coverage  
\$4,000,000.00

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

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

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

#### **SECTION 8**

##### **License Plates and Registration**

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

#### **SECTION 9**

##### **Delivery of Vehicle**

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

#### **SECTION 10**

##### **Reporting and Audit**

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

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

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

#### **SECTION 11**

##### **Maintenance**

All service, materials, and repairs in connection with the use and operation of the respective vehicle during the lease term, including but not limited to gasoline, fuel, oil, batteries, repairs, maintenance, tires, tubes, and towing necessary for the proper use and operation of the vehicle(s), are at lessee's expense. Lessee agrees that the oil in the crankcase shall at times be kept at proper level and shall be completely changed and the vehicle lubricated at intervals recommended in the manual provided by the manufacturer of the vehicle(s). Lessee shall take the vehicle(s) to the appropriate factory-authorized dealer for all service and repairs under manufacturer's warranty. Lessor shall not be liable for repairs, nor shall any such repairs be charged to Lessor. Lessee shall maintain and clean said vehicle(s) in a reasonable manner. Lessee shall immediately take reasonable corrective action on any item of repair, maintenance or cleanliness upon receipt of any complaint from Lessor.

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

#### **SECTION 12**

##### **Modification of Vehicle**

Upon taking possession of vehicle(s), the Lessee shall add proper lettering to outside of vehicle(s) and mountings for phone and tablets in vehicle(s).

**SECTION 13**  
Acceptance by Lessee

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

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

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

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

**SECTION 14**  
Risk of Loss

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

**SECTION 15**  
Indemnity

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

**SECTION 16**  
Additional Charges

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

**SECTION 17**  
Reports of Accidents

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

Lessee shall promptly deliver to Lessor, or to such other person or company as Lessor shall have designated in writing, any and all papers, notices, summonses, process and documents whatsoever served upon or delivered to Lessee or



Lessee's agents or employees in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against Lessee and/or Lessor arising out of the ownership, maintenance, use or operation of any such vehicle(s).

**SECTION 18**  
Drivers of Vehicle

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

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

**SECTION 19**  
Termination

At least ninety (90) days prior to the expiration of the term set forth in Section 3, the parties shall either (i) agree in writing to extend the Agreement upon such terms and conditions as may be mutually agreeable, or (ii) if an extension of the Agreement is not completed, then one party may provide written notice to the other party that the Agreement shall terminate at the expiration of the term set forth in Section 3. This Agreement shall terminate in any event upon default as provided in Section 23.

**SECTION 20**  
Surrender of Vehicle

Upon termination, at the sole option of Lessor, Lessee shall surrender the respective vehicle(s) leased hereunder, in the same condition as when received, less reasonable wear and tear, free from collision or upset damage, to the Lessor at the address listed in Section 26, or at any other location mutually agreed on by the parties to the Agreement.

**SECTION 21**  
Warranties

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

**SECTION 22**  
Compliance with Laws

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

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

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

## SECTION 23

### Assignment

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

## SECTION 24

### Default

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

- a. Default by Lessee in payment or performance of any of its obligations under this Agreement.
- b. Voluntary assignment of Lessee's interests herein.
- c. Involuntary transfer of Lessee's interest herein, whether or not by operation of law, bankruptcy, or any assignment of Lessee's property for the benefit of creditors, or if a receiver or trustee is appointed for Lessee's property or business.
- d. Expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this Agreement.

Lessor shall provide Lessee with written notice of default. Lessee shall have ten (10) days from the date Lessor's notice is given as required by Section 26 of this Agreement to cure the default. If upon the expiration of said ten (10) days time frame Lessee has not cured the default, then Lessor may seek to enforce any rights and or remedies it may have against Lessee hereunder.

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

## SECTION 25

### Waiver

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

## **SECTION 26**

### **Lease Only**

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

## **SECTION 27**

### **Notices**

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

IF TO LESSOR: Shelby County  
315 East Main Street  
Shelbyville, IL 62565

IF TO LESSEE: C.E.F.S. Economic Opportunity Corporation  
1805 S. Banker Street  
Effingham, IL 62401

## **SECTION 28**

### **Right to Repossess**

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

## **SECTION 29**

### **Inspection of Vehicle**

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

## **SECTION 30**

### **Return of Vehicle**

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

**SECTION 31**

Succession

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

**SECTION 32**

Amendment

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

**SECTION 33**

Liability for Contents

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

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

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

**SECTION 34**

Attorneys Fees

Except as provided for in Section 23, concerning default of Lessee, the prevailing party shall be entitled to reimbursement from the losing party for costs and expenses including reasonable attorney's fees incurred in enforcing the terms and provision of this Agreement and in the defending and proceeding to which Lessor or Lessee is made a party to any legal proceedings as a result of acts or omissions of the other party.

**SECTION 35**

Governing Law

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

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

LESSOR:

LESSEE:

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

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

Shelby County

C.E.F.S. EOC

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

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

*Shelby County Clerk*

**Ordinance  
O2021CB 002**

**AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN CHRISTIAN COUNTY, ILLINOIS for Fiscal year 2022,  
beginning on July 1, 2021 and ending on June 30, 2022.**

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of CHRISTIAN County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

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

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

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

Section 5. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of CHRISTIAN County all required Grant Agreements with the Illinois Department of Transportation.

APPROVED by the CHRISTIAN County Board, this 16th day of February, 2021 and deposited and filed in the office of the CHRISTIAN County Clerk of said County on that date.

Elected Board Members 16

AYE 16      NAY 0      PRESENT 0

  
Michael Gianasi  
Clerk of CHRISTIAN County, Illinois

  
Matthew M. Wells  
Chairman of CHRISTIAN County, Illinois



## Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

### WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2021 to June 30, 2022 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

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

Chairperson, Shelby County Board



ATTEST:

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

COUNTY OF CLAY, a body political and corporate

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

Chairperson, Clay County Board

ATTEST:

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

## Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

### WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.



9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2021 to June 30, 2022 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

By:

  
Chairperson, Shelby County Board


ATTEST:



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

COUNTY OF MONTGOMERY, a body political and  
corporate

By:

  
Chairperson, Montgomery County Board

ATTEST:

  
Montgomery County Clerk

## Ordinance

ORDINANCE NUMBER 2021-01  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN MONTGOMERY COUNTY, ILLINOIS for Fiscal year 2022, beginning on July 1, 2021 and ending on June 30, 2022.

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Montgomery County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

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

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

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

Section 5. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Montgomery County all required Grant Agreements with the Illinois Department of Transportation.

APPROVED by the Chairman of the Montgomery County Board, this 9th day of February 2021 and deposited and filed in the office of the Montgomery County Clerk of said County on that date.

Elected Board Members 21

PRESENT 21

AYE 21

NAY 0

  
Clerk of Montgomery County, Illinois

  
Chairman of Montgomery County, Illinois

## Memorandum of Understanding for Vehicle Use

This Memorandum of Understanding Vehicle Use Agreement (hereinafter referred to as the "Agreement") is entered into by and between the County of Shelby and the County of Effingham (hereinafter referred to as the "Primary Participants" for the provision of public transportation in said counties.

Whereas, the "Primary Participants" have applied for grants pursuant to Section 5311 of the Federal Transit Act of 1991, Section 5310 Transportation Assistance Grant Program and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made for public transportation programs in rural and small urban areas within Shelby and Effingham Counties.

Whereas, it is the mutual desire of the "Primary Participants" that County of Shelby and the County of Effingham be designated as "Primary Participants" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311, Section 5310 and Downstate Public Transportation funds.

Whereas, the "Primary Participants" acknowledge that C.E.F.S. Economic Opportunity Corporation Central Illinois Public Transit Program (CIPT) is a seven county transit system that includes the following counties: Clay, Christian, Effingham, Fayette, Montgomery, Moultrie, and Shelby.

Whereas, the "Primary Participants" acknowledge in order for C.E.F.S. CIPT program to operate an effective and efficient transit program that resources from both "Primary Participants" will have to be shared.

Whereas, the "Primary Participants" acknowledge that C.E.F.S. CIPT program has a cost allocation methodology to charge shared costs to each grantee.

And Whereas, the Illinois Compiled Statutes 740/2-1 et seq. authorizes the designated counties to provide for public transportation within their respective county limits;

Witnesseth:

1. The County of Shelby and the County of Effingham shall be designated as "Primary Participants" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-

Urbanized Areas providing for the administration and distribution of Federal Section 5311, Section 5310 and Downstate Public Transportation Act funds.

2. It shall be the responsibility of the "Primary Participants" to receive all Section 5311 Section 5310 Funds from the Illinois Department of Transportation pursuant to said Department's grant agreements with the "Primary Participants".
3. "Primary Participants" shall be directly involved in the project oversight and administration of the public transit systems. The "Primary Participants" will be directly involved in the public transportation programs for which Federal and State funds are distributed. Irrespective of the participation of other parties or third party contractors in the connection with the project, the "Primary Participants" shall continue to have the primary responsibility to FTA and IDOT/DPIT for compliance with all applicable Federal and State requirements as may be set forth in statutes, regulations, executive orders and the master agreement between the IDOT/DPIT and FTA, and the Agreement for this project.
4. The "Primary Participants" shall disburse said funds to the designated transit administrator and service provider (C.E.F.S. Economic Opportunity Corporation, a not-for-profit organization), pursuant to the terms and conditions of said Purchase of Service Agreements.
5. Delivery of services by the transit administrator and service provider shall be made in accordance with Purchase of Service Agreements with the "Primary Participants".
6. "Primary Participants" under the terms and conditions of said Purchase of Service Agreements will ensure compliance by designating Program Compliance Oversight Monitors (PCOM) to monitor compliance and performance of the transit service being provided by the designated administrator and service provider.
7. "Primary Participants" under the terms and conditions of the Purchase of Service Agreements and established Vehicle Lease Agreements, as so implemented, with the designated transit administrator and service provider may temporarily assign vehicles for public transit use in each other's service area with the mutual written consent of the "Primary Participants" under this Memorandum of Understanding Vehicle Use Agreement. Under the Memorandum of Understanding Vehicle Use Agreement, the "Primary Participant" (Shelby County) shall permit the temporary assignment and the use of designated transit vehicles in Effingham County with the "Primary Participant" under the same use, scope, service limits, insurance, maintenance, license, registrations, driver requirement and other terms and conditions that the transit administrator and service provider must adhere to under the established Shelby County Vehicle Lease Agreement to ensure the safety and control of the fixed assets.
8. "Primary Participants" are not responsible to the transit administrator and service provider for any local matching funds but may provide match as desired.

9. The terms and conditions of this Agreement will be effective for a twelve-month grant period as so stated under the Purchase of Service Agreements with the designated administrator and service provider.
10. Any revision of this Agreement must be agreed to by the "Primary Participants" as evidenced by an addendum signed by the authorized representative of each "Primary Participant".
11. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when the "Primary Participants" agree that a new Agreement would meet their particular needs.
12. This Agreement is binding upon the "Primary Participants", their successors and assigns.
13. If any section, sentence, clause, phrase or portion of this Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the "Participants" that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
14. The "Participants" shall sign and execute the "Agreement" as stipulated herein.

Therefore, we the undersigned "Primary Participants" have read and agree with this Memorandum of Understanding Vehicle Use Agreement to ensure a coordinated transit system.

County of Shelby

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

Robert Crman  
Chair, Shelby County Board

3-11-2021

Date

County of Effingham

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

James Niemann  
Chair, Effingham County Board

\_\_\_\_\_  
Date

(SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

## Ordinance

ORDINANCE NUMBER 21-01  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN MOULTRIE COUNTY, ILLINOIS for Fiscal year 2022, beginning on July 1, 2021 and ending on June 30, 2022.

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Moultrie County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

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

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

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

Section 5 That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Moultrie County all required Grant Agreements with the Illinois Department of Transportation.

APPROVED by the Chairman of the Moultrie County Board, this 11<sup>th</sup> day of February 2021 and deposited and filed in the office of the Moultrie County Clerk of said County on that date.


Elected Board Members 9

PRESENT 7

AYE 7

NAY 0

  
Clerk of Moultrie County, Illinois

  
Chairman of Moultrie County, Illinois

## Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

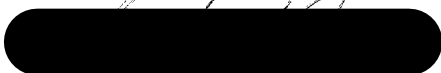
1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.



9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2021 to June 30, 2022 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

By:

  
Chairperson, Shelby County Board

**Sig**  
**He**

ATTEST:

  
Shelby County Clerk

COUNTY OF MOULTRIE, a body political and corporate

By:

  
Chairperson, Moultrie County Board

ATTEST:

  
Moultrie County Clerk



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Shelby County	Shelby	18-06117-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIF Number
STP-Br / TBP	N/A	N/A	N/A

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-064-19	6G85(256)				

Engineering

Right of Way

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

LOCATION

Local Street/Road Name	Key Route	Length	From	To
North 1100 East Road	TR 0112	0.01 mile	1.72	1.73

Location Termini

4.8 miles Southeast of Moweaqua at stream
-------------------------------------------

Current Jurisdiction	Existing Structure Number(s)	Add Location
Flat Branch Township	087-3101	Remove

PROJECT DESCRIPTION

Remove and replace existing SN 087-3101 with a precast prestressed concrete deck beam bridge.
-----------------------------------------------------------------------------------------------

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share \$64,000.00 divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### **THE LPA AGREES:**

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
  19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
  20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
  21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
  22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
  23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
  24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
  25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
  26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
  27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
  28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

## **THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

**IT IS MUTUALLY AGREED:**

- Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- This agreement shall be binding upon the parties, their successors and assigns.
- For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

**ADDENDA**

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Local Agency Funding Resolution
<input checked="" type="checkbox"/>	4.	Township Jurisdiction
Add Row		

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in the agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Robert Orman

Title of Official

County Board Chairperson

Signature

Date

3-11-2021

The above signature certifies the agency's Tin number is  
376002119 conducting business as a Governmental Entity.

Duns Number 040135279

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E.,

Secretary

Date

7/09/21

By: George Tapas, Engineer of Local Roads and Streets

Date

Director of Planning & Programming

Date

N/A

Chief Counsel

Date

N/A

Joanne Woodworth, Acting Chief Fiscal Officer

Date

N/A

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

## ADDENDA NUMBER 2

Cal Public Agency	County		Section Number	
Shelby County	Shelby		18-06117-00-BR	
Instruction Number	Engineering	Right of Way		
	Job Number	Project Number	Job Number	Project Number
97-064-19		6G85(256)		

## DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STP-Br	\$256,000.00	80%	TBP	\$51,200.00	16%	Local	\$12,800.00	4%	\$320,000.00

Add

unding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

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

Addenda #2

RESOLUTION  
2021-07

WHEREAS, the County of Shelby endeavors to replace bridge 087-3101 located in Flat Branch Township (TR112 ) that is approximately 0.1 miles in length and known to the Illinois Department of Transportation as MFT Section Number 18-06117-00 BR and State Project Number 6G85(256).

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

WHEREAS, the use of federal funds requires a joint funding agreement (AGREEMENT) with the Department of Transportation.

NOW THEREFORE, BE IT RESOLVED that the County of Shelby authorizes fifty five thousand dollars, (\$55,000) or as much of such sum as may be needed to match federal funds in the completion of the aforementioned project known as MFT Section Number 18-06117-00 BR.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

Certificate:

I, Jessica Fox, Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board at its meeting held on Feb. 11, 2021.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville, in Shelby County, this 11th day of Feb., 2021.

(SEAL)

  
\_\_\_\_\_

Clerk



Bureau of Local Roads and Streets  
Joint Agreement Approval List


Page	Job Number	Local Agency	Amount of Agreement	Excluded from Approval
1-1	C-91-425-19	Streamwood	\$1,100,000	
1-2	C-91-371-14	Aurora	\$9,633,326	
1-3	C-91-077-21	McHenry County	\$1,809,835	
1-4	C-91-075-21	Lockport	\$2,376,023	
1-5	C-91-064-21	Peotone	\$455,000	
1-6	C-91-061-21	Aurora	\$1,328,731	
2-1	C-91-080-21	Monee	\$322,000	
2-2	C-91-062-21	Prospect Heights	\$800,215	
2-3	C-91-083-18	DuPage County	\$4,807,133	
2-4	C-91-076-21	Lakewood	\$890,907	
2-5	C-91-073-21	Prairie Grove	\$637,720	
2-6	C-91-298-19	Arlington Heights	\$2,108,400	
3-1	C-91-072-21	Hoffman Estates	\$620,000	
3-2	C-93-001-22	LaSalle	\$350,000	
3-3	C-95-014-21	McLean County Highway Department	\$1,450,000	
4-1	C-92-028-20	Whiteside County	\$1,208,000	
4-2	C-93-012-21	DeKalb County	\$1,312,500	
4-3	C-93-024-21	Kankakee County	\$1,485,000	
4-4	C-94-050-20	Mercer County	\$1,124,900	
4-5	C-95-071-20	Champaign County	\$4,863,902	
4-6	C-96-003-21	Schuyler County	\$2,350,000	
5-1	C-96-074-20	Pike County	\$1,553,900	
5-2	C-96-038-21	Hancock County	\$260,000	
5-3	C-98-026-22	Monroe County	\$1,100,000	
5-4	C-98-021-22	Madison County	\$600,000	
6-1	C-94-039-17	Peoria	\$1,332,734	
6-2	C-97-016-17	Effingham	\$1,069,851	
6-3	C-98-005-19	Waterloo	\$284,500	

Bureau of Local Roads and Streets  
Joint Agreement Approval List

Page	Job Number	Local Agency	Amount of Agreement	Excluded from Approval
7-1	C-91-254-20	Park Forest	\$284,834	
7-2	C-91-235-19	Bellwood	\$1,275,000	
8-1	C-92-066-19	Jo Daviess County	\$1,350,000	
8-2	C-92-040-20	Stephenson County	\$600,000	
8-3	C-93-101-16	Ford County	\$400,000	
8-4	C-93-111-16	DeKalb County	\$1,270,000	
8-5	C-93-006-21	DeKalb County	\$772,500	
8-6	C-93-096-17	Ford County	\$400,000	
9-1	C-93-009-21	LaSalle County	\$442,500	
9-2	C-93-003-21	Bureau County	\$315,000	
9-3	C-95-009-21	Piatt County	\$450,000	
9-4	C-95-010-21	Champaign County	\$1,410,000	
9-5	C-96-016-20	Springfield	\$30,319,548	
9-6	C-97-064-19	Shelby County	\$320,000	
10-1	C-91-301-19	Kane County	\$1,033,585	
10-2	C-94-016-20	Fulton County	\$335,000	
10-3	C-94-001-21	Fulton County	\$1,000,811	
10-4	C-96-012-20	Menard County	\$1,875,000	
10-5	C-96-025-19	Logan County	\$1,016,111	
10-6	C-97-140-21	Clark County	\$875,000	
11-1	C-98-344-11	Monroe County	\$688,370	

Bureau of Local Roads and Streets  
Joint Agreement Approval List

The above is a listing of joint agreements for improvements scheduled for the State Letting. The joint funding agreements associated with these projects have been reviewed by the Department and recommended for execution. Concurrence is hereby given to execute the joint funding agreements listed above.

By:   
Omer Osman, Acting Secretary

Date: 6/02/21

By:   
Joanne Woodworth, Acting Chief  
Fiscal Officer

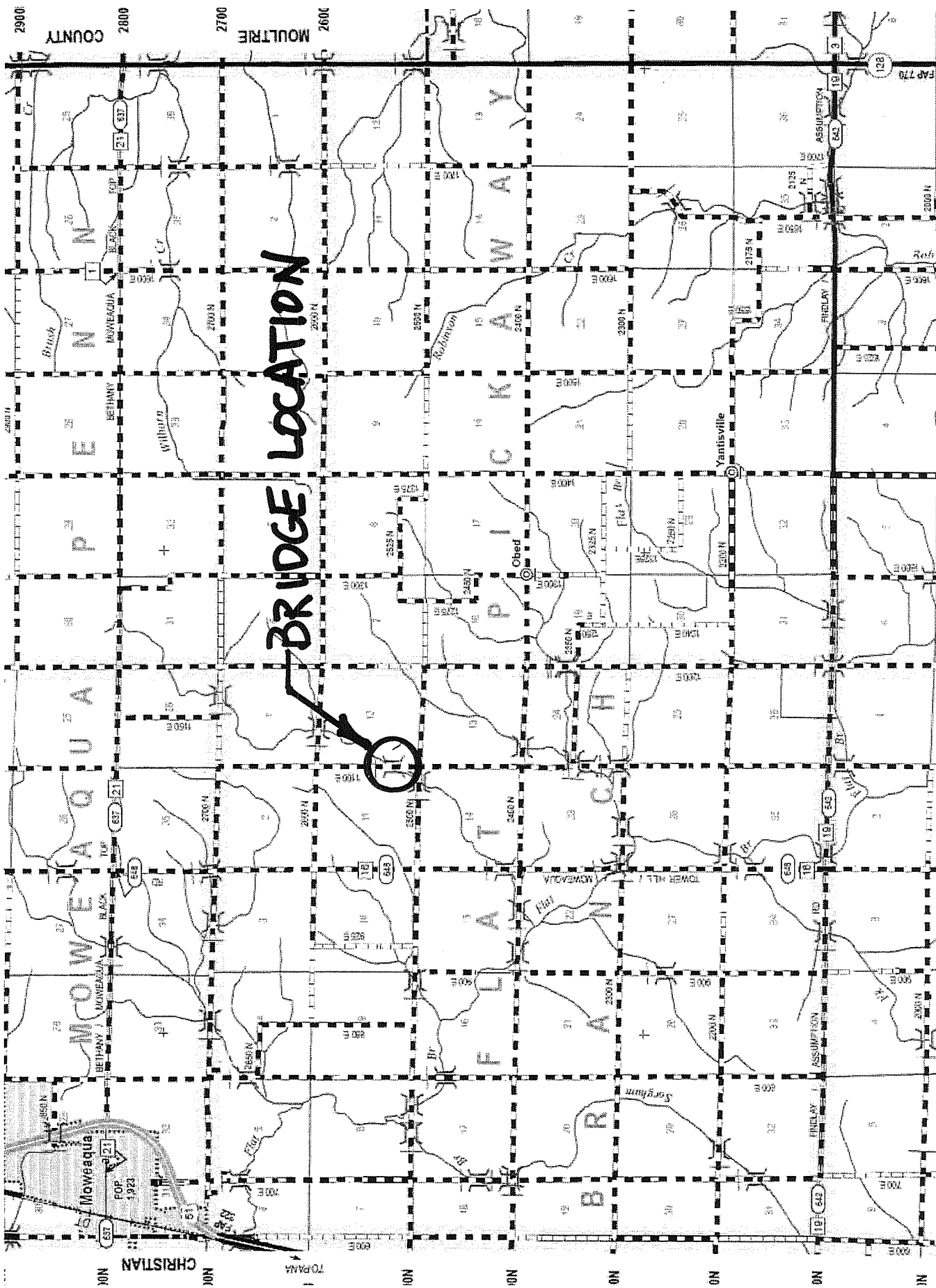
Date: 6/1/21

By: N/A  
Director of Planning and  
Programming

Date: N/A

By:   
Philip J. Kaufmann, Chief  
Chief Counsel Margaret van Dyke, Acting

Date: May 28, 2021



**Amendment #2  
To the Plan Document and Summary Plan Description for  
County of Shelby**

This Amendment to the **County of Shelby Health Benefit Plan** ("Plan") is made effective on and after the date stated herein.

WHEREAS, applicable provision of the Plan grant the Employer the right to amend the Plan; and,

WHEREAS, the Employer desires to make such amendment;

NOW, THEREFORE, the Plan is hereby amended as follows, with such amendment to be effective on and after the date listed herein:

**Effective July 1, 2021:**

In the **CONTINUATION OF COVERAGE** section, **Employer Continuation Coverage**, #5 is amended to the following:

5. Employer-Approved Leave of Absence (not meeting the definition of FMLA); coverage will continue to the end of the month following a maximum of 180 days. This runs concurrently with Continuation during FMLA. If FMLA has been exhausted, this Employer-Approved Leave of Absence Continuation will continue only to the end of the month following a total of 180 days, including those days covered under FMLA.

All other provisions of this document remain as stated. The above is effective on and after the dates stated herein.

Signed this 11<sup>th</sup> day of MARCH, 2021.

  
\_\_\_\_\_  
Authorized Representative **County of Shelby Health Benefit Plan** and Title

# Shelby County Monthly Investment Report

			1/31/2021	2/28/2021
	ASSETS			
GENERAL	001-1000-00-000	BU CHECKING	\$7,516.59	\$7,516.59
GENERAL	001-1001-00-000	SC PAYROLL .50% INT	\$40,952.94	\$30,872.16
GENERAL	001-1005-00-000	FF AP CLAIMS .25% INT	\$26,206.39	\$26,211.03
GENERAL	001-1100-00-000	PC TREASURER	\$2,500.00	\$2,500.00
GENERAL	001-1101-00-000	PC PROBATION	\$50.00	\$50.00
GENERAL	001-1300-00-000	BU .15% INT	\$369,120.74	\$370,292.97
GENERAL	001-1302-00-000	FF .50% INT	\$2,093,124.82	\$1,925,325.49
GENERAL	001-1999-00-000	DUE TO/FROM GENERAL FUND	\$50,562.73	\$32,631.58
		Totals for Fund 001:	\$2,590,034.71	\$2,395,399.82
COUNTY HEALTH	002-1100-00-000	PETTY CASH	\$135.64	\$135.64
COUNTY HEALTH	002-1200-00-000	FF .50% INT	\$92,430.76	\$39,036.35
COUNTY HEALTH	002-1300-00-000	FF .375% INT	\$30,995.29	\$31,004.21
		Totals for Fund 002:	\$123,561.69	\$70,176.20
ANIMAL CONTROL	003-1300-00-000	SC .50% INT	\$57,960.51	\$126,563.85
ANIMAL CONTROL	003-1400-00-000	SC CD MATURES 1/31/2021 1.55%	\$25,193.22	\$0.00
ANIMAL CONTROL	003-1402-00-000	BU CD MATURES 1/31/2021 2.50%	\$41,778.67	\$0.00
		Totals for Fund 003:	\$124,932.40	\$126,563.85
AMBULANCE	004-1200-00-000	FF .50% INT	\$117,181.18	\$112,981.18
		Totals for Fund 004:	\$117,181.18	\$112,981.18
MENTAL HEALTH	005-1300-00-000	SC .50% INT	\$978,039.59	\$1,391,225.27
MENTAL HEALTH	005-1400-00-000	FF CD MATURES 2/3/2021 .50% INT	\$411,951.92	\$0.00
MENTAL HEALTH	005-1403-00-000	SC CD MATURES 1/25/2022 2.53%	\$420,722.75	\$420,722.75
		Totals for Fund 005:	\$1,810,714.26	\$1,811,948.02
IMRF	006-1200-00-000	FF .50% INT	\$674,758.94	\$587,448.86
IMRF	006-1999-00-000	DUE TO/FROM GENERAL FUND	(\$50,562.73)	(\$32,631.58)
		Totals for Fund 006:	\$624,196.21	\$554,817.28
SOCIAL SECURITY	007-1200-00-000	FF .50% INT	\$245,783.00	\$221,193.47
		Totals for Fund 007:	\$245,783.00	\$221,193.47
INDEMNITY	008-1200-00-000	FF .50% INT	\$136,814.69	\$136,814.69
		Totals for Fund 008:	\$136,814.69	\$136,814.69
HEALTH INSURANCE	009-1002-00-000	BU SECTION 105	\$221,835.68	\$12,039.06
HEALTH INSURANCE	009-1203-00-000	BU SHELBY CO GROUP INS .01% INT	\$203,731.58	\$219,226.25
HEALTH INSURANCE	009-1450-00-000	PARADIGM HOLDINGS	\$46,662.00	\$46,662.00
		Totals for Fund 009:	\$472,229.06	\$277,927.31
COURT SECURITY	010-1200-00-000	FF .50% INT	\$65,228.57	\$70,354.11
		Totals for Fund 010:	\$65,228.57	\$70,354.11
COUNTY BRIDGE	011-1300-00-000	FF .50% INT	\$190,127.57	\$98,825.05
		Totals for Fund 011:	\$190,127.57	\$98,825.05
COUNTY HIGHWAY	012-1200-00-000	FF .50% INT	\$158,693.96	\$218,797.59
		Totals for Fund 012:	\$158,693.96	\$218,797.59
FASM	013-1300-00-000	SC .50% INT	\$203,385.46	\$203,463.47
		Totals for Fund 013:	\$203,385.46	\$203,463.47
COUNTY MFT	014-1300-00-000	SC .50% INT	\$993,054.69	\$1,069,269.23
		Totals for Fund 014:	\$993,054.69	\$1,069,269.23
TOURISM	015-1200-00-000	FF .50% INT	\$676.54	\$2,089.18
		Totals for Fund 015:	\$676.54	\$2,089.18
PROBATION	016-1200-00-000	FF .50% INT	\$350,296.40	\$358,331.01
		Totals for Fund 016:	\$350,296.40	\$358,331.01

ASSIST COURT	017-1200-00-000	FF .50% INT	\$70,044.59	\$76,393.98
		Totals for Fund 017:	\$70,044.59	\$76,393.98
LAW LIBRARY	018-1200-00-000	FF .50% INT	\$5,934.75	\$6,462.91
		Totals for Fund 018:	\$5,934.75	\$6,462.91
AUTOMATION	019-1200-00-000	FF .50% INT	\$53,609.62	\$56,863.51
		Totals for Fund 019:	\$53,609.62	\$56,863.51
RECORDING	020-1200-00-000	FF .50% INT	\$242,803.64	\$225,995.61
		Totals for Fund 020:	\$242,803.64	\$225,995.61
DRUG TRAFFIC PREVENTION	021-1200-00-000	FF .50% INT	\$1,468.82	\$1,468.82
		Totals for Fund 021:	\$1,468.82	\$1,468.82
AIRPORT	022-1000-00-000	FF .25% INT	\$67.89	\$67.89
AIRPORT	022-1300-00-000	MONEY MARKETS	\$63,084.19	\$63,084.19
AIRPORT	022-1400-00-000	CERTIFICATE OF DEPOSITS	\$21,498.19	\$21,498.19
		Totals for Fund 022:	\$84,650.27	\$84,650.27
CEFS	023-1200-00-000	FF .50% INT	\$2,586.30	\$2,586.30
		Totals for Fund 023:	\$2,586.30	\$2,586.30
HOME NURSING	024-1300-00-000	SC .50% INT	\$838,634.85	\$1,206,685.02
HOME NURSING	024-1400-00-000	BU CD MATURES 2/4/2021 2.50%	\$261,134.21	\$0.00
HOME NURSING	024-1402-00-000	SC CD MATURES 2/11/2021 1.55%	\$103,172.24	\$0.00
		Totals for Fund 024:	\$1,202,941.30	\$1,206,685.02
WIC	025-1200-00-000	FF .00% INT	\$56,829.91	\$62,528.89
		Totals for Fund 025:	\$56,829.91	\$62,528.89
LOCAL BRIDGE	026-1300-00-000	SC .50% INT	\$55,012.66	\$81,812.09
		Totals for Fund 026:	\$55,012.66	\$81,812.09
TOWNSHIP CONTRUCTION	028-1000-00-000	BU CHECKING	\$0.23	\$0.23
		Totals for Fund 028:	\$0.23	\$0.23
TOWNSHIP MFT	029-1300-00-000	SC .50% INT	\$2,449,350.75	\$2,734,862.13
		Totals for Fund 029:	\$2,449,350.75	\$2,734,862.13
COUNTY JAIL MEDICAL COST	030-1200-00-000	FF .50% INT	\$3,006.06	\$3,235.46
		Totals for Fund 030:	\$3,006.06	\$3,235.46
MINOR UNKNOWN HEIRS	032-1200-00-000	FF .50% INT	\$602.82	\$602.82
MINOR UNKNOWN HEIRS	032-1400-00-000	FF CD MATURES 3/29/2021 .75%	\$44,318.78	\$44,318.78
		Totals for Fund 032:	\$44,921.60	\$44,921.60
PUBLIC DEFENDER RECORDS AUTO	033-1200-00-000	FF .50% INT	\$265.34	\$307.34
		Totals for Fund 033:	\$265.34	\$307.34
SHOP WITH A COP	034-1200-00-000	FF .50% INT	\$4,929.39	\$4,929.39
		Totals for Fund 034:	\$4,929.39	\$4,929.39
PROBATION DRUG TESTING	037-1200-00-000	FF .50% INT	\$18,222.46	\$19,908.46
		Totals for Fund 037:	\$18,222.46	\$19,908.46
DRAINAGE	039-1000-00-000	FF .25% INT	\$1,006.56	\$1,006.70
DRAINAGE	039-1200-00-000	FF .50% INT	\$149,886.80	\$149,886.80
DRAINAGE	039-1400-00-000	FF CD MATURES 3/23/2021 .50%	\$203,830.55	\$203,830.55
DRAINAGE	039-1402-00-000	FF CD MATURES 3/29/2021 .75%	\$103,073.73	\$103,073.73
		Totals for Fund 039:	\$457,797.64	\$457,797.78
DOCUMENT STORAGE	040-1200-00-000	FF .50% INT	\$113,635.52	\$116,661.08
		Totals for Fund 040:	\$113,635.52	\$116,661.08

MISC COUNTY HEALTH	043-1200-00-000	FF .50% INT	\$495,392.06	\$533,733.25
		Totals for Fund 043:	\$495,392.06	\$533,733.25
VICTIM IMPACT PANEL	046-1200-00-000	FF .50% INT	\$15,840.17	\$16,129.17
		Totals for Fund 046:	\$15,840.17	\$16,129.17
STATE'S ATTORNEY FORFEITED	047-1200-00-000	FF .50% INT	\$1,140.25	\$1,140.25
		Totals for Fund 047:	\$1,140.25	\$1,140.25
RESCUE SQUAD DIVE TEAM	050-1200-00-000	FF .50% INT	\$3,677.58	\$3,677.68
		Totals for Fund 050:	\$3,677.58	\$3,677.68
DUI EQUIPMENT	051-1200-00-000	FF .50% INT	\$31,288.19	\$31,288.19
		Totals for Fund 051:	\$31,288.19	\$31,288.19
GIS	052-1200-00-000	FF .50% INT	\$439,632.26	\$436,432.26
		Totals for Fund 052:	\$439,632.26	\$436,432.26
CAPITAL IMPROVEMENT	054-1300-00-000	FF .375% INT	\$83,168.50	\$83,243.86
		Totals for Fund 054:	\$83,168.50	\$83,243.86
PET POPULATION	055-1000-00-000	SC .50% INT	\$22,199.47	\$43,352.86
PET POPULATION	055-1400-00-000	SC CD MATURES 1/31/2021 1.55%	\$20,154.58	\$0.00
		Totals for Fund 055:	\$42,354.05	\$43,352.86
EMA SPECIAL	056-1300-00-000	SC .50% INT	\$15,393.41	\$15,399.31
		Totals for Fund 056:	\$15,393.41	\$15,399.31
STATE'S ATTORNEY AUTOMATION	057-1200-00-000	FF .50% INT	\$5,803.72	\$5,877.70
		Totals for Fund 057:	\$5,803.72	\$5,877.70
DRUG COURT	058-1200-00-000	FF .50% INT	\$23,688.85	\$24,526.35
		Totals for Fund 058:	\$23,688.85	\$24,526.35
TAX SALE AUTOMATION	060-1200-00-000	FF .50% INT	\$8,979.23	\$8,981.23
		Totals for Fund 060:	\$8,979.23	\$8,981.23
RESCUE SQUAD	062-1200-00-000	FF .50% INT	\$18,014.94	\$17,333.94
		Totals for Fund 062:	\$18,014.94	\$17,333.94
CORONER SPECIAL FUND	063-1200-00-000	FF .50% INT	\$26,804.13	\$27,154.13
		Totals for Fund 063:	\$26,804.13	\$27,154.13
SOLID WASTE FUND	064-1200-00-000	FF .50% INT	\$883.47	\$883.47
		Totals for Fund 064:	\$883.47	\$883.47
SALE IN ERROR	065-1200-00-000	FF .50% INT	\$17,732.75	\$17,732.75
		Totals for Fund 065:	\$17,732.75	\$17,732.75
		Total	\$14,304,714.70	\$14,183,908.73
		Total ASSETS	\$14,304,714.70	\$14,183,908.73
	LIABILITIES AND FUND BALANCE			
	LIABILITIES			
GENERAL	001-2001-00-000	ACCOUNTS PAYABLE CLEARING	\$2,150.00	\$2,150.00
GENERAL	001-2002-00-000	PAYROLL CLEARING	\$94,005.02	\$68,453.23
		Totals for Fund 001:	(\$96,155.02)	(\$70,603.23)
		TOTAL LIABILITIES	\$96,155.02	\$70,603.23
		TOTAL LIABILITIES AND FUND BALANCE	\$96,155.02	\$70,603.23
SHELBY COUNTY STATE BANK	\$7,324,228.14			
BUSEYBANK	\$609,075.10			



**Shelby County Collector**  
**Balance Sheet**  
County Collector Accounts

		1/31/2021	2/28/2021
<b>Assets</b>			
100-1001-001	SHELBY COUNTY STATE BANK .50% INT	\$748.82	\$748.82
100-1203-003	1ST NATL BANK OF ASSUMPTION	\$76.53	\$76.53
100-1205-005	COMMUNITY BANKS OF SHELBY COUNTY	\$117.50	\$117.50
100-1210-010	SCSB-STRASBURG .29% INT	\$406.94	\$406.94
100-1215-015	BUSEYBANK-TAX TRUST .01% INT	\$11,616.68	\$11,666.08
100-1301-001	SHELBY COUNTY STATE BANK .50% INT	\$3,028.84	\$3,028.84
100-1302-002	BUSEYBANK .15% INT	\$1,522.93	\$1,522.93
100-1304-004	FIRST NATL BANK OF NOKOMIS-MOWEAQUA .08% INT	\$763.40	\$763.40
100-1306-006	SCSB-FINDLAY .50% INT	\$314.24	\$314.24
100-1307-007	FIRST NATL BANK OF PANA .39% INT	\$238.66	\$238.06
100-1308-008	PEOPLES BANK & TRUST-PANA	\$50.60	\$50.00
100-1309-009	1ST NATL BANK OF WATERLOO-STEWARDSON .20% INT	\$72.10	\$72.10
100-1311-011	SCSB-WINDSOR .50% INT	\$947.88	\$947.88
100-1312-012	DEWITT SAVINGS BANK-MOWEAQUA .03% INT	\$250.60	\$250.00
100-1313-013	FIRST FEDERAL S & L .15% INT	\$14,356.95	\$23,072.75
100-1316-016	TSB-TEUTOPOLIS STATE BANK-SIGEL .22% INT	\$215.29	\$215.29
100-1317-017	BANK OF HILLSBORO-PANA .14% INT	\$52.68	\$52.08
100-1318-018	SCSB-MOWEAQUA .50% INT	\$300.89	\$300.89
<b>Total Assets</b>		<b>\$35,078.53</b>	<b>\$43,844.33</b>
<b>Liabilities and Fund Balance</b>			
<b>Fund Balance</b>			
100-3000-000	Fund Balance--	\$35,164.93	\$43,930.73
<b>Total Fund Balance</b>		<b>\$35,164.93</b>	<b>\$43,930.73</b>
<b>Total Liabilities and Fund Balance</b>		<b>\$35,164.93</b>	<b>\$43,930.73</b>
<b>BEGINNING BALANCE WITH CURRENT YEAR ADJUSTMENTS</b>		<b>\$3,925,815.83</b>	<b>\$3,925,815.83</b>
<b>NET SURPLUS/(DEFICIT)</b>		<b>(\$3,890,650.90)</b>	<b>(\$3,881,885.10)</b>
<b>ENDING FUND BALANCE</b>		<b>\$35,164.93</b>	<b>\$43,930.73</b>

# GENERAL FUND AVAILABLE CASH REPORT

all Fund	September	October	November	December	January	February	March	April	May	June	July	August
ing Balance	\$2,619,477.42	\$2,445,173.36	\$3,013,355.22	\$2,887,161.24	\$2,583,412.86	\$2,389,186.28	\$2,332,869.66	\$2,159,315.02	\$2,129,657.17	\$1,890,659.16	\$1,712,257.10	\$2,758,76
ll Liability	\$58,981.57	\$54,311.82	\$55,321.10	\$78,651.02	\$54,403.19	\$46,341.99	\$67,335.41	\$67,855.50	\$63,324.57	\$85,524.45	\$65,164.46	\$64,836.64
nue	\$204,432.75	\$895,204.71	\$296,788.68	\$291,226.54	\$239,725.05	\$243,803.02	\$225,444.77	\$306,034.80	\$251,227.84	\$204,173.48	\$1,390,450.08	\$329,310.31
se	\$374,067.06	\$328,032.13	\$446,312.58	\$570,727.14	\$425,890.43	\$321,106.38	\$399,519.50	\$331,161.72	\$512,425.73	\$362,215.55	\$343,616.45	\$401,889.08
ll Liability	\$54,311.82	\$55,321.10	\$78,651.02	\$54,403.19	\$46,341.99	\$67,335.41	\$67,855.50	\$63,324.57	\$85,524.45	\$65,164.46	\$64,836.64	\$65,165.39
Balance	\$2,445,173.36	\$3,013,355.22	\$2,887,161.24	\$2,583,412.81	\$2,389,186.28	\$2,332,869.66	\$2,159,315.02	\$2,129,657.17	\$1,890,659.16	\$1,712,257.10	\$2,758,762.91	\$2,686,512.89
icted Funds	\$737,088.97	\$737,008.38	\$732,085.99	\$554,478.07	\$551,860.55	\$549,361.66	\$547,214.05	\$545,896.86	\$545,200.24	\$545,025.59	\$544,942.74	\$544,979.74
Balance	\$1,708,084.39	\$2,276,346.84	\$2,155,075.25	\$2,028,934.74	\$1,837,325.73	\$1,783,508.00	\$1,612,100.97	\$1,583,760.31	\$1,345,458.92	\$1,144,083.27	\$2,213,820.17	\$2,141,533.15

all Fund	September	October	November	December	January	February	March	April	May	June	July	August
ing Balance	\$2,686,512.89	\$2,708,642.71	\$3,101,844.92	\$3,017,997.89	\$3,056,262.55	\$3,145,432.37						
ll Liability	\$65,165.39	\$62,838.38	\$89,902.56	\$65,974.76	\$68,666.28	\$96,155.02						
nue	\$414,333.03	\$839,703.73	\$275,720.54	\$682,048.04	\$402,244.61	\$280,535.36						
se	\$389,876.20	\$473,565.70	\$335,639.77	\$646,474.90	\$340,563.53	\$643,844.95						
ll Liability	\$62,838.38	\$89,902.56	\$65,974.76	\$68,666.28	\$96,155.02	\$70,603.23						
Balance	\$2,708,642.71	\$3,101,844.92	\$3,017,997.89	\$3,056,262.55	\$3,145,432.37	\$2,756,570.99						
icted Funds	\$544,856.21	\$544,569.45	\$544,367.17	\$339,312.00	\$334,448.86	\$331,768.44						
Balance	\$2,163,786.50	\$2,557,275.47	\$2,473,630.72	\$2,716,950.55	\$2,810,983.51	\$2,424,802.55						

# LEASE AGREEMENT

**IL State Constitution** - Article 8, Section 1, General Provisions: *"(a) Public funds, property or credit shall be used only for public purposes."*

**County Code 55 ILCS 5/5-1049.2** - *"Lease of county property. The county board may lease real estate acquired or held by the county for any term not exceeding 99 years and may lease the real estate when, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county. The authority to lease shall be exercised by an ordinance passed by three-fourths of the county board members then holding office, at any regular meeting or at any special meeting called for that purpose."*

**Property Tax Code 35 ILCS 200/15-15** - *"Obligation to file copies of leases or agreements. If any property listed as exempt by the chief county assessment officer is leased, loaned or otherwise made available for profit, the titleholder or the owner of the beneficial interest shall file with the assessment officer a copy of all such leases or agreements and a complete description of the premises, so the chief county assessment officer can ascertain the exact size and location of the premises in order to create a tax parcel. Failure to file such leases, agreements or descriptions shall, in the discretion of the chief county assessment officer, constitute cause to terminate the exemption"*

**Property Tax Code 35 ILCS 200/9-195** - (Text of Section WITH the changes made by P A. 97-1161, which has been held unconstitutional) *"Leasing of exempt property.(a) Except as provided in Sections 15-35, 15-55, 15-60, 15-100, 15-103, 15-160, and 15-185, when property which is exempt from taxation is leased to another whose property is not exempt, and the leasing of which does not make the property taxable, the leasehold estate and the appurtenances shall be listed as the property of the lessee thereof, or his or her assignee. Taxes on that property shall be collected in the same manner as on property that is not exempt, and the lessee shall be liable for those taxes. However, no tax lien shall attach to the exempt real estate."*

**Dillon's Rule** - A government body can exercise only the powers explicitly granted to them. If the law doesn't say you can do it, then you can't do it.

**Attorney General opinion 1974** - *"From the foregoing it is my opinion that a county may not lease real estate owned by it and held in public trust by a private individual to be used by such individual for a private farming operation on an annual cash rental basis."*

**Attorney General opinion to Logan County** - *"The power to lease public property granted by section 24 does not authorize counties to lease their property for private purposes."*

**Yahey V. Johnson Court Ruling** - *"Since a county has only the rights and privileges granted to it, either by the legislature or by the constitution, we cannot find in the provisions of the statute, or in the adjudicated cases in our Supreme Court that a county has the power, either expressly or by implication, to lease the public property for private purposes."*

**Conclusion** - County owned property is tax exempt. County never filed the lease with the tax assessor to create a tax parcel. If no lease was filed with tax assessor, the tax bill remains with the county, which is exempt. But leases could only be used in the case where the land was still to be used for public purposes. There is nothing in 55 ILCS that specifically states a county can cash rent out farm land. Dillon's Rule states if the law doesn't say it, then a county cannot do it. The state constitution does not allow for publicly owned property to be used for private purposes. Court cases and AG opinions confirm this. Property cannot be leased for private farm ground as cash rent.

# LICENSE AGREEMENT

**55 ILCS 5/5-31012** - *"Powers of district. To the extent necessary to carry out the purpose of this Division and in addition to any other powers, duties and functions vested in museum districts by law, but subject to limitations and restrictions imposed elsewhere by this Division or other law, a museum district is authorized and empowered: (a) To adopt bylaws, adopt and use a common seal, enter into contracts, acquire and hold real and personal property and take such other actions as may be necessary"*

**55 ILCS 5/5-1005** - *"Powers. Each county shall have power: 1. To purchase and hold the real and personal estate necessary for the uses of the county, and to purchase and hold, for the benefit of the county, real estate sold by virtue of judicial proceedings in which the county is plaintiff. 2. To sell and convey or lease any real or personal estate owned by the county. 3. To make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers."*

**Millennium Park** - Park District did a License, and they operate under 70 ILCS Park District Code.

**70 ILCS 1205/10-7** - Sale, lease, or exchange of realty. (a) Any park district owning and holding any real estate is authorized (1) to sell or lease that property to the State of Illinois, with the State's consent, or another unit of Illinois State or local government for public use, (2) to give the property to the State of Illinois if the property is contiguous to a State park, or (3) to lease that property upon the terms and at the price that the board determines for a period not to exceed 99 years to any corporation organized under the laws of this State, **FOR PUBLIC USE.**"

**Kendall County license** - Done by Forest Preserve District under 70 ILCS 805, not the County. *"The Licenser agrees that the Licensee may, without further license on the part of the Licenser use the Subject Property for the specific purpose of planting and harvesting the cover crop specified herein. Seed shall be planted on all tillable acres at the following rates: \*1 bushel of oats per acre & \*15 to 18 Pounds per acres of the following blend: 30% Timothy, 20% Orchard Grass, 20% Alfalfa, 10% Blue Grass, and 20% Premium Regular Grass."* **Only a few acres & specifies what can be grown, because it is hay used for Ellis Equestrian Ctr. "Licensee will communicate with Ellis Equestrian Center staff on timelines and delivery of hay. Licensee will be responsible for delivery of hay bales on racks to Ellis Equestrian Center, and Ellis Equestrian Center staff will be responsible for unloading of hay bales."**

**Bid Contract** - Does everyone get a fair shot at this land? Kendall County did sealed bids.

**IL State Constitution** - Article 8, Section 1, General Provisions: *"(a) Public funds, property or credit shall be used only for public purposes."*

**Conclusion** - Millennium Park was for a restaurant in a public park, which was still for public use. Kendall County is doing this on small acreage for hay for public use at the attached equestrian park, and is attached to public use ground in a forest preserve district, which owns the equestrian park. There are zero cases in Illinois where a county is licensing out stand alone farm ground. If licensing were an alternative option to leasing, this would have been referenced in any AG opinion or court case. None have suggested that a license was simply misused as a lease. This still leaves the issue of the state constitution only allowing for public property to be used for public use. If the argument is made that funding the county is for public use, then a county could simply buy all of the farm ground in a county and then license it out. This would clearly create a problem, which is why statutes do not explicitly grant authority on leasing or licensing out farm ground for private use. While there are a couple of references to a county being able to contract out or lease land, they do not mention for what purpose, to which must defer to the fact that public land can only be used for public purposes.

# AIRPORT AUTHORITY

**Contiguous Land** - 70 ILCS 5/9.1 *"Any territory which is not within the corporate limits of any airport authority but which is contiguous to an airport authority and which territory has no electors residing therein, or any such territory with electors residing thereon, may be annexed to the airport authority"*

**Conclusion** - The farm ground is not connected to the airport, therefore could not be used by the airport. The idea of swapping this farm land for land north of the airport has 2 problems. First is that the county owned land is appx 200 acres, while the farm land to the north is 40 acres. Second is that even if that were to be completed, it is still not contiguous. There is a road that separates the airport from the farm ground to the north.

## PROPERTY TAXES

**IL State Constitution** - Article 8, Section 1, General Provisions: *"(a) Public funds, property or credit shall be used only for public purposes."*

**35 ILCS 200/15-60** - Taxing district property. All property belonging to any county or municipality used exclusively for the maintenance of the poor is exempt, as is all property owned by a taxing district that is being held for future expansion or development, except if leased by the taxing district to lessees for use for other than public purposes.

**Conclusion** - County owned property is exempt by default. Any taxable parcel that has been created to be billed to the county has been created in error. Public funds (example; county general fund) can only be used for public purposes. Paying property taxes on publicly owned lands would not be allowable under state law.

## FARM LAND ORIGIN

**Original Poor Farm** - In 1819, the General Assembly passed a law mandating public care of the destitute, who were unable to support themselves and without family support. Private citizens were hired to oversee this operation.

**From a report made to the General Assembly in 1881** - *"There has been some improvement in the condition of the almshouse since our last report, but not much. A large yard has been provided, with a high board fence, for the use of such insane inmates as are uncleanly in their persons ; but the old building for the insane, with all its abominations, remains. The number of pauper inmates, when visited, was forty-one, of whom nine were insane. Only one of them was in seclusion; two of them are said to be capable of farm labor. There were also eight children, who attend the district school. The present keeper took charge in March, 1879. for a salary of five hundred dollars a year. The county physician's salary is seventy dollars ; he furnishes medicines, but visits the almshouse only. The almshouse cost the county last year thirty-eight hundred dollars, and the amount expended for outdoor relief was nearly thirteen hundred dollars. Other pauper expenses amounted to nineteen hundred dollars, of which the large sum of ten hundred and forty-four dollars and fifty cents was paid for the transportation of paupers. An almshouse register has been kept since March, 1870, and the number of inmates admitted since that date is one hundred and ninety-seven. The overseers do not keep the accounts nor make the reports required by law."*

**Renamed County Homes** - In 1917, a law provided that all poorhouses and poor farms maintained by counties were to be called "County Homes".

**Public Assistance Code** - In 1949, the public assistance code was passed and county homes were reauthorized only for the care of infirm or chronically ill persons. Counties were specifically forbidden from placing destitute but physically healthy persons in the county homes.

**County Homes Repealed** - In 1967, the public aid code repealed the county home laws and deauthorized the county homes remaining in Illinois.

**Conclusion** - County originally purchased grounds for use as a poor farm, as required by state law, for public use. Illinois later changed it to be called County Homes, still for public use. In 1967, the act was repealed, eliminating the need for the County Homes. At this point, its public use had expired.



# Nichole D. Kroncke

Shelby County State's Attorney

301 E. Main Street  
Shelbyville, IL 62565  
p. (217) 774-5511  
[statesattorney@shelbycounty-il.com](mailto:statesattorney@shelbycounty-il.com)



**To: Members of the Shelby County Board**

**From: Nichole Kroncke, Shelby County State's Attorney**

**Re: Written opinion regarding Shelby County Farm**

**Date: March 8, 2021**

## FARM LICENSE AGREEMENT

As an alternative to leasing the County Farm, it is the opinion of the Shelby County State's Attorney that the County is legally authorized to enter into a Licensing Agreement with a private farmer. As Licensee, the private farmer would be responsible for planting and harvesting the crop, for the benefit of Shelby County as Licensor.

### Authority to License

Shelby County is not a home rule unit. Counties which are not home rule units generally have only those powers granted to them by law (Illinois Constitution, Article VII, Section 7) plus those powers that may be implied as necessary to carry out specific statutory powers. Goodwine v. County of Vermillion, 271 Ill. 266, Heidenreich v. Ronske, 26 Ill.2d 360, see also, Attorney General Opinion, S-691.

Pursuant to 55 ILCS 5/5-1005(3), counties have the power "to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers." One power of Illinois counties is "to purchase and hold the real and personal estate necessary for the uses of the county." 55 ILCS 5/1005(1). Another power of Illinois counties is "to sell and convey...any...personal estate owned by the county."

Because the County Code (chapter 55 ILCS 5/5-1005) authorizes counties to purchase and hold real and personal property, the County is authorized to purchase and hold farmland (real property) and to purchase and hold seed and crops (personal property). Further, because the County Code authorizes counties to *contract and do all other acts* in relation to the property, the County is authorized to enter into a licensing agreement (a contract) and procure seed, fertilizer



(all other acts) so that it can maintain and hold its real property and sell its personal property (crops).

In the case of Charlton v. Champaign Park District, 110 Ill.App.3d 554 (4<sup>th</sup> Dist., 1982), residents of a park district sought declaratory judgment that an agreement (determined to be a license by the appellate court) granted to a corporation to construct and operate a water slide in the park was invalid. The residents asserted that the Park District had only the powers granted to it by statute and no power to enter into a contract of this nature had been granted. Both parties agreed that park districts, like other non-home-rule units of government, can only exercise those powers expressly granted to them by statute or necessarily implied from such a grant. The Park District Code did not expressly grant to park districts the power to enter into leases, licenses, or concessions with a private entity for operation on district property of a business of profit to the private party. 110 Ill.App.3d at 556. The Park District relied upon the section of the Code which permits park districts “to contract in furtherance of any of its corporate purposes.”

The Court ruled in favor of the Park District and determined that the agreement at issue was a license. The Court further held that the Park District had “implied power” to enter into the license, especially when sufficient control of the premises was retained by the park district (rendering the agreement a license rather than a lease). 110 Ill.App. 3d at 558. The court further reasoned, “we recognize the problems that might arise if a unit of local government completely abrogated its function or surrendered control of its property to an independent contractor. That has not occurred here...The District has maintained sufficient control over the waterslide operation...” 110 Ill.Ap..3d at 560.

In another case, the Illinois Attorney General’s Office in S-941 provided a written opinion to Edwards County regarding the ability of Edwards County to enter into a lease

agreement with a private entity for coal mining operations on land owned by Edwards County. Citing to In re Essex Coal Co., 411 Pa. 618, 192 A.2d 675 at 678 (1963), the Attorney General noted “the fact that an instrument is called a ‘lease’ is not material, it is the character of the transaction that is controlling.” The Attorney General’s Office wrote that “because the lease is in actuality a sale of the coal belonging to the county, it is not necessary that a public purpose be shown before leasing, as a county is authorized to sell or convey its property under [the County Code].” The Attorney General’s Office concluded that a sale in place of coal was “a permissible action by the county under its power to sell or convey the property of the county.”

Similar to the Edwards County case, under a licensing agreement to farm, Shelby County would be exercising its statutory power to purchase, sell or convey the property of the county: crops. Under the proposed licensing agreement to be presented for approval of the Shelby County Board, the County would receive 100% of the profit from the crop sale and the county would maintain control over its real property and the operations thereon. Selling and holding its property (real and personal) is expressly authorized by the County Code (as the Attorney General acknowledged in Opinion S-941).

Further, the Fourth District Court upheld the licensing agreement in the Charlton case, even though the Park District Code did not expressly grant Park Districts the power to enter into licensing agreements. The court held that the power “to contract in furtherance of any of its corporate purposes” was sufficient to authorize the licensing agreement. The holding in Charlton supports the position that Shelby County has the authority to enter into a contract to purchase, hold, sell and convey its property through a licensing agreement.

### *Caselaw Distinguishing a Lease from a License*

The Illinois Supreme Court case of Millennium Park Joint Venture v. Houlihan, Cook County Assessor, 224 Ill.2d 281 (2010) distinguished a lease from a license. Millennium Park in Chicago is owned by one or more tax-exempt entities and is considered “tax exempt” under the Property Tax Code. The Park entered into a concession permit agreement with a private party which allowed the private party to use Millennium Park to operate a food concession service. The County Assessor found that the agreement constituted a taxable lease as opposed to an untaxable license. The Illinois Supreme Court overruled the county assessor and determined that the agreement at issue was a tax-exempt license, rather than a taxable lease.

The Court held, “a license generally provides the licensee with less rights in real estate than a lease. If the contract gives exclusive possession of the premises against all the world, including the owner, it is a lease, but if it merely confers a privilege to occupy the premises under the owner, it is a license.” Further, a license “is permission to do an act or a series of acts upon the land of another without possessing any estate or interest in the land.” 224 Ill.2d at 310. The Court additionally noted that “Although some control is inherent in any granting of a license, it is the degree of possession and control that must be considered to determine whether a lease rather than a license has been granted.” 224 Ill.2d at 310. The Court detailed the three primary distinguishing features of a license. Licenses are: (1) generally not assignable; (2) ordinarily revocable at the will of the grantor and, most crucially, (3) permit the owner to maintain some degree of possession and control over the land. 224 Ill.2d at 310.

Recognizing that the degree of possession and control over the land as the most crucial distinguishing characteristic between a lease and a license, the Court noted that many critical areas of Millennium Park’s day-to day operations were regulated, including products and

suppliers and repair and maintenance activities. 224 Ill.2d at 312. Because the business operation was subject to the extensive control of the public entity with which it entered into the agreement, the Court held that the agreement at issue created an untaxable license as opposed to a taxable lease. 224 Ill.2d at 314-5.

Similarly, in Jackson Park Yacht Club v. Illinois Department of Local Government Affairs, 93 Ill.App.3d 542 (1<sup>st</sup> Dist., 1981), the court upheld an agreement as a tax-exempt license rather than a taxable lease because the public entity maintained control over the property, the rights and privileges accorded by the agreement were not assignable without written consent of the government, and the agreement was revocable by either party upon written notice. 93 Ill.App.3d at 547. In Jackson, the private entity used certain parcels of real estate belonging to the Chicago Park District as a yacht club. Because there was no intent to convey an interest in realty (as is the intent in a lease agreement), the court held that the agreement constituted an untaxable licensing agreement.

In another case, the First District Appellate Court held that an agreement between the City of Chicago and a private entity which operated parking facilities constituted a non-taxable license rather than a lease. The court held that “an agreement which merely entitles one party to use property subject to the management and control of the other party does not constitute a lease, but rather grants only a license. Application of Roswell v. City of Chicago, 69 Ill.App.3d 996 at 1001 (1<sup>st</sup> Dist. 1979). The court noted that the clear language of the agreement characterized payments made to the private entity as payments for services and that the City retained control of the premises. For those reasons, the agreement constituted a non-taxable license as opposed to a taxable lease.

Here, the proposed licensing agreement is (1) revocable; (2) non-assignable; and (3) permits the county to maintain access and control over its real property and crop by the express right of the licensor to physically access the property and also by the supervision of farming operations through a farm manager working on behalf of the county. The proposed agreement is consistent with the distinguishing features of a license detailed by the Illinois Supreme court in the Millenium Park case and is similar to the agreements at issue in the Jackson and Roswell cases.

### **TAX LIABILITY**

It should be noted that the Shelby County Property Tax website reads “taxes were forfeited at tax sale. To recover, call your county treasurer for amounts due.” The county property tax website is inaccurate. The taxes are unpaid; however, they have not been forfeited.

The Illinois Appellate Prosecutor’s Office contracts with the law firm of Giffin Winning Cohen & Bodewes, P.C. Because Shelby County contracts with the Appellate Prosecutor’s Office, the firm’s services are available to the Shelby County State’s Attorney’s Office. The firm specializes in municipal and local government law as well as civil litigation. The firm has provided a written opinion to Shelby County, free of cost, regarding tax liability. The firm opined that the County is responsible for the payment of past real estate taxes. The Shelby County State’s Attorney’s Office agrees with the reasoning and conclusion of the written opinion provided by Giffin Winning Cohen & Bodewes, P.C. (see attached).

Further, even if the County were able to prove that the tenant is liable for payment of past taxes, the liability is unenforceable in court. 35 ILCS 200/21-16 addresses recovery of delinquent taxes on property owned by a taxing district. The statute reads that “if a lessee is

liable for the payment of property taxes extended against property owned by a taxing district, and those taxes remain unpaid in whole or in part 60 days after the second installment due date, then the county treasurer shall promptly notify the taxing district that owns the property of the delinquency in writing...the State's Attorney of the County in which the property is located may bring an action against the lessee in circuit court and upon proof of liability, the court shall enter judgment against the lessee in a sum equal to the full amount of delinquent taxes, interest penalties and costs."

Shelby County cannot proceed to court under 35 ILCS 200/21-16 (if the tenant were liable for the taxes) because the statute only applies to counties with more than 800,000 inhabitants but fewer than 1,000,000. In other words, the statute only applies to DuPage County.

Senator Laura Murphy introduced a bill on 2/14/20 which would amend the Property Tax Code in provisions concerning delinquencies by lessees of property owned by a taxing district so that those provisions apply in all counties (including Shelby County). The bill has not been voted on. So, under current law, the only county currently able to collect a delinquent taxable leasehold is DuPage County, which was granted the right to do so in 2020. In all other counties, if the taxpayer of a taxable leasehold defaults on payment of the property taxes, there is no mechanism to collect the delinquent amount.

## CONCLUSION

It is the opinion of the Shelby County State's Attorney that a licensing agreement permitting a private farmer to perform farming operations on the Shelby County Farm for the benefit of Shelby County is authorized by law. Giffin Winning Cohen & Bodewes, P.C. opined that a lease between Shelby County and a private entity is authorized by law (see attached

written opinion). It is the opinion of the Shelby County State's Attorney that caselaw and written attorney general opinions are more supportive of a licensing agreement as opposed to a lease agreement. Finally, it is the opinion of the Shelby County State's Attorney that the county is liable for payment of past due taxes.

Respectfully submitted,

A black rectangular redaction box covering the signature of Nichole Kroncke.

Nichole Kroncke

Shelby County State's Attorney

## **John Pogue - County Board Member and Poor Farm Committee member**

**3-9-2021**

### **Questions for the County Board at the meeting dated 3-11-21**

Mark Bennett, Jesse Durbin and myself are members of the Poor Farm Committee. We are taxed to help solve issues that come up regarding the County Poor Farm and recommend the changes to the Shelby County Board. We were given the task to decide what to do with the Poor farm after the County found out that the farm lease was in question to be legal. Also to be determined was why the County has been paying the real estate taxes on their tax-exempt land. We asked the farm committee chairman to call a meeting the last 2 weeks to discuss a solution to this farm. He declined to do so. These questions are what need to be addressed. **If the committee can not meet, these questions must be answered at our board meeting.** (Roberts Rules of Order allows 2 members to call a meeting with the declination of the chairman.)

After reading several opinions about the legality of leasing the farm ground from previous Attorney General Opinions, the Committee voted to bring the sale of the farm to the Board. Jesse Durbin, the committee chairman, abstained from voting. The Board has not acted on this yet.

### **Questions to consider regarding the States Attorney opinion:**

#### **1. What powers does the Illinois Appellate Prosecutors Office have in relation to contracting agreements?**

(725 ILCS 210/4.07) (from Ch.14, par. 204.07) Sec. 4.07. The Office may accept and expend monies, gifts, grants and services from any public or private source; contract or enter into agreements **with educational institutions or any Illinois county, the state of Illinois or federal agencies.**

Sec. 7.06. (a) The Director may contract for or employ part-time such investigators to provide **investigative services in criminal cases and tax objection cases for staff counsel and county state's attorneys.**

The law firm mentioned is not an educational institution, Illinois county, state of Illinois, or a federal agency. The issue of farm **ground lease** and who **owes tax** is **NOT a criminal case** nor a tax objection case since no one has filed any tax objection suit! It seems to me that the IAP office is in violation of their own statute!

**2. Can we rely on the opinion of a law firm who is freely giving their opinion for the IAP office?** The IAP office has over 108 lawyers with a average salary of \$80,000. Why not them? The Attorney General has not given any opinion regarding our issues. The AG office has previously given opinions that, in many lawyers opinions, have stood the test of time in Illinois. (Logan County-11/5/1975-File No. S-995) Also (Yakley v. Johnson-Not overruled or negatively treated on appeal) These documents have been distributed to all the board members previously. Has every board member read them?

**3. Can the Shelby County Board continue to delay the problems that the Citizens of Shelby County have asked us to fix?**

**4. Can we afford to lose a farm sale this year and by doing so lose out on investment income and real estate tax revenue needed for Shelby County?**



**5. Do you, as a County Board member, have a fact-based opinion? We would like to hear it.**

Thank you for your consideration and opinions.

## **FARM LICENSE AGREEMENT**

This agreement is made and entered into this \_\_\_\_ day of March 2021 between the Licensors, Shelby County Farm, and \_\_\_\_\_, the Licensee.

### **DESCRIPTION OF LAND**

The Licensee agrees to perform custom farming operations for the Licensors on the following real estate located in the County of Shelby and State of Illinois and owned by the Licensors, described as follows:

The West ½ of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 11 North, Range 3 East of the Third Principal Meridian, Shelby County Illinois; commonly known as the Shelby County Farm consisting of approximately 236 acres.

Licensors reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

### **LENGTH OF TENURE**

The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. To the extent permitted by law, the Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensors shall reimburse Licensee for incurred costs related to purchasing of seed, fertilizer, herbicides, farm supplies, and other farming expenses completed but not paid, upon Licensee providing a copy of the invoice(s) for incurred costs. Other than reimbursement for incurred costs as provided in this contract, Licensee hereby waives its rights to request or seek any other amount from Licensors in the event the License granted herein is terminated.

The Agreement grants only a contractual license to work on the Subject Property (hereafter considered the tillable acres) under the terms and conditions stated herein. Further, the rights granted by Shelby County herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest or estate in the Subject Property.

### **CROP PROCEEDS**

The Licensors will receive 100% of the grain proceeds. Crops will be delivered to the following grain terminals at the option of the Licensors or his Assign:

**Total Grain Management at Shelbyville - unless otherwise directed**

### **METHOD OF PAYMENT**

The Licensee agrees to submit to the Licensors an itemized written statement of work by July 30<sup>th</sup> for work done for the spring planting season and by December 15<sup>th</sup> for the work done for harvesting and any fall tillage for the following year's crop.

## PROCUREMENT OF SUPPLIES

The Licenser will be responsible for purchasing all seed, fertilizer, herbicides, and other farm supplies. If the Licensee should incur any of these expenses, a copy of the invoice will be provided so that the Licenser can reimburse the Licensee for the expense.

## FIELD OPERATIONS AND RATES

The Licenser will request from time to time the Licensee to provide equipment and labor to cultivate, plant and harvest a crop on the Subject Property. In addition, the Licensee will provide transportation for the grain from each crop harvested from the Subject Property to a local elevator.

The following rates will be used to determine payment for each operation the Licensee provides on the Subject Property along with a 5% increase to determine the payment to the Licensee for field operations. The rates used are taken from the 2019 Custom Rates schedule from the University of Illinois FarmDoc website, as the rates are only updated every other year. As is noted in the university report, these rates are calculated to be at no profit, only the cost of the operation.

### Custom Rates

<u>Field Operation</u>	<u>Rate</u>
Chisel Plow	\$12.70 per acre
Disk Ripper (disk, chisel, rolling bk)	\$25.70 per acre
Vertical Tillage, rolling basket	\$11.70 per acre
Mulch tiller (disk, chisel)	\$21.40 per acre
Offset Disk	\$14.70 per acre
Field Cultivator	\$ 9.90 per acre
Mulch Finisher (disk, chisel, drag)	\$19.50 per acre
No-till Planter	\$17.20 per acre
Split Row Planter	\$12.50 per acre
Grain Drill, No-Till	\$25.80 per acre
Conventional Planter	\$14.40 per acre
Combine (Corn)	\$37.60 per acre
Combine (Soybeans)	\$32.70 per acre
Grain Hauling	\$ 0.10/bushel
Grain Cart (Corn)	\$14.20 per acre
Grain Cart (Soybeans)	\$ 7.80 per acre
Row Cultivating	\$11.40 per acre
Spraying	\$ 4.40 per acre
Ammonia application	\$16.50 per acre
Mowing roadsides	\$136.7 per hour
Mowing waterways	\$23.50 per acre

The Licensee agrees to provide farming services on the Subject Property in a husband-like manner, taking care not to damage adjacent crops and adjacent public rights-of-way.

Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

### **LICENSEE'S DUTIES**

In addition to conducting farming operations, the Licensee will be responsible for: preventing the growth of noxious weeds, including in fence rows and on land adjacent to roadways; repairing breaks in open ditches; and mowing the County Farm, including land adjacent to roadways.

### **INSURANCE**

Licensee operates on the Subject Property subject to the hazards of operating a farm, and assumes all risk of accidents, injuries, property damage and other damages of any kind or character to its officers, shareholders and directors, its employees, invitees, agents or to any other persons or entities on or in any way involving the said leased premises during the term of this lease and agrees to hold the Licenser free, harmless and indemnified therefore. The Licensee will carry liability insurance to cover the provision of this paragraph in the minimum amount of \$1,000,000.00 naming the Licenser as an additional name insured and will provide a copy of its policy to the Licenser. A copy of the declaration page will be provided to the Licenser.

### **REAL ESTATE TAXES**

Licenser will apply for a tax exemption for the subject property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code (35 ILCS 200/1-1, et seq.), it shall be the obligation of the Licenser to pay such taxes as are incurred during the term of this License.

### **INDEMNIFICATION**

Licensee shall indemnify, hold harmless and defend with counsel of Licenser's own choosing, Licenser, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconducts of Licensee in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and auctions brought against them. Pursuant to ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney

has been approved in writing by the Shelby County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of the Agreement.

### **ASSIGNMENT OF LICENSE**

Licensee's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without Licensor's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

### **INDEPENDENT CONTRACTOR (LICENSEE)**

It is understood and agreed that Licensee is an independent contractor and is not an employee of, partner or, agent of, or in a joint venture with Licensor. Licensee understands and agrees that Licensee is solely responsible for paying all wages, benefits and any other compensation due and owing to Licensee's officers, employees, and agents for the performance of services set forth in the Agreement. Licensee further understands and agrees that Licensee is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Licensee's officers, employees and/or agents who perform services as set forth in the Agreement. Licensee also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Licensee, Licensee's officers, employees and agents and agrees that Licensor is not responsible for providing any insurance coverage for the benefit of Licensee, Licensee's officers, employees and agents. Licensee hereby agrees to defend with counsel of Licensor's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Licensor, its board members, officials, employees, insurers, and agents for any alleged injuries that Licensee, its officers, employees and/or agents may sustain while performing services under the Agreement.

### **CONFLICT OF INTEREST**

Both parties affirm no Shelby County officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Shelby County officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

### **NON-DISCRIMINATION**

Licensee, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

### **DISAGREEMENT WITHIN THE CONTRACT WITH ILLINOIS LAW**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

### **LEGAL REMEDIES**

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

### **FINALITY OF AGREEMENT**

This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

**Licensee:**

**Signed:** \_\_\_\_\_

**Licensor:**

**Signed:** \_\_\_\_\_  
**Shelby County Farm**

## FARM MANAGEMENT AGENCY AGREEMENT

THIS AGREEMENT, made between The Shelby County Farm, as Owner, and THE SHELBY COUNTY STATE BANK, as Agent, WITNESSETH:

### DESCRIPTION OF PROPERTY AND PURPOSE:

Owner hereby appoints THE SHELBY COUNTY STATE BANK, and THE SHELBY COUNTY STATE BANK hereby accepts appointment as AGENT to enter into possession of and to manage, supervise and operate the following farmland of Owner, to-wit:

The West  $\frac{1}{2}$  of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 11 North, Range 3 East of the third principal meridian.

All in Shelby County, State of Illinois containing 236 acres more or less.

### TERM:

The term of this agreement shall be for one (1) year from March 11, 2021, and from year to year thereafter until terminated by either Owner or Agent for any reason by giving written notice to the other party not later than September 1st in any year of intention to terminate the agreement, whereupon this agreement shall terminate upon the 31st day of December next following.

### AGENT'S POWERS:

Agent is hereby given express power and authority:

- (a) To enter into possession of and to superintend, manage and oversee the operation of the above described farm lands.
- (b) To make and execute a License Agreement with the above described farm land with a reputable farmer for each growing season.
- (c) To contract for and superintend such improvements and repairs as from time to time may be needed and to pay for such repairs and improvements from Owner's funds in the possession of the Agent or advanced by Owner.
- (d) To pay from funds of the Owner in possession of the Agent, insurance insuring any and all buildings in such amounts as the Agent deems appropriate, to insure the crop or crops as may be growing from time to time and to obtain liability insurance as may be determined appropriate to protect both the Owner and the Operator from all claims that might or could be brought against either by the Operator, its agents, servants or employees.
- (e) To pay from funds of Owner in the possession of the Agent or advanced by Owner general and special taxes and assessments levied upon and against the above described lands, including drainage assessments or if funds are unavailable in the account of the Owner, to notify the Owner who shall be responsible for the payment of any such tax or assessment.

- (f) To collect rentals and the proceeds of sales of and loans on crops, livestock and all other agricultural products from said farm land. Should the Owner execute a master note, the Agent shall and is hereby granted the power to draw from such note or notes or the proceeds from such crops, including government crop loans as are available.
- (g) To pay such sums as may be necessarily incurred and as are incidental to the necessary, proper or efficient operation of the farm, including but not being limited to, such items as seed, fertilizer, drain tile, fence and building repairs, freight, trucking and marketing expense, soil tests, threshing, shelling, drying, livestock costs, feed and forage costs, breeding and/or veterinary fees, etc.
- (h) To participate in any applicable agricultural conservation, soil conservation or governmental program designed to aid or promote agriculture and by the execution of this agreement to make and empower the Agent as their true and lawful power of attorney to execute any and all documents that may be required to participate in any such program.
- (i) To sell, mortgage and pledge the crops, whether growing and unharvested or harvested, livestock and products of said land at the prices and times fixed by the best judgment of the Agent and to execute and deliver any and all documents necessary or incidental thereto and to further grant the Agent the power and right as a marketing device any one or any combination of the following: **(Those items marked below authorize the Agent to use).**

- |              |                              |
|--------------|------------------------------|
| _____        | 1) Commodity credit loan;    |
| _____        | 2) Options;                  |
| <u>  X  </u> | 3) Cash sale;                |
| <u>  X  </u> | 4) Forward contract sale;    |
| <u>  X  </u> | 5) Basis contract sale;      |
| <u>  X  </u> | 6) Hedge to arrive contract; |
| <u>  X  </u> | 7) Delayed price contract    |
| <u>  X  </u> | 8) Storage contract          |
| <u>  X  </u> | 9) Cash license agreement    |

- (j) To endorse for deposit and deposit checks, drafts, bills of exchange and other instruments payable to the Owner or to the Owner's order and deposit all moneys, rents or other proceeds from the operation of the above-described lands for the Owner in a farm department account for the benefit of the Owner which said account may be utilized and may be comingled and create a common fund although the Agent shall at all times keep a segregate accounting of such participation. Said common fund may be placed through the SHELBY COUNTY STATE BANK by the farm department. In addition, the Owner specifically authorizes investment in any financial vehicle by way of description and not by way of limitation, including certificate of deposit, bank repurchase or other investment arrangement that may be offered by the SHELBY COUNTY STATE BANK.



- (k) To take action to prevent any hazardous wastes from being placed on the property and to remove any conditions affecting the property or which may contribute to any condition which may violate any Federal or State statute (such costs exceeding \$1,000 to be authorized by Owner) and otherwise use management practices which comply with EPA regulations and soil conservation recommendations. If deemed necessary, Agent shall have an environmental audit conducted and will follow the recommendations of the audit at the Owner's expense. No such audit shall be without notice to the Owner.

AGENT'S DUTIES:

The Agent shall:

- (a) Furnish all necessary plans and instructions to Operators to properly operate, till and farm said lands and supervise the Operator in farming said land.
- (b) Have the soil of said land tested, and treat the soils in accordance with said tests to develop a higher state of fertility, as approved by Owner.
- (c) Direct the selection of seed, proper rotation of crops, and the purchase and use of proper fertilizers.
- (d) In no instance, spend or contract to spend for repairs or improvements a greater sum than \$2,000 without the written consent of Owner, and submit to Owner estimates of necessary expenditures covering an amount greater than that stipulated above.
- (e) Make return of all rentals and profits to Owner at least annually, or more often as requested by Owner.
- (f) Furnish to Owner a complete, detailed report of the preceding year's account and operations as soon as possible after the end of each calendar year, which report shall include among other things, both a cash statement and a profit and loss statement suitable for use by Owner for Federal Income Tax purposes.
- (g) Use its best effort to organize, manage and operate said land by approved, modern, scientific and practical farming methods, in a good and husband-like manner, with a view to obtaining the largest net returns therefrom consistent with maintaining, improving and increasing the fertility and productive capacity of said land.

AGENT'S COMPENSATION:

Owner shall pay to Agent, as compensation for Agent's services, as follows:

<u>Size (Tillable Acres)</u>	<u>Landowner's Gross Receipts</u>	<u>Landowner's Net Operating Income</u>
0 - 160 Ac.	7.5%	15.5%
161 - 320 Ac.	7.0%	14.5%
321 - 480 Ac.	6.5%	13.5%
481 - UP Ac.	7.0%	12.5%
Cash Rent	5.0%	N/A (No Min.)
License Agreement	5.0%	

Note: Net income fee is based on gross sales less direct production costs and insurance. Capital improvements, debt payment, interest expense, and repairs are excluded from this calculation.

- (a) Fees shall be charged in accordance with the above schedule.
- (b) Should this agreement be terminated either by expiration or by notice of either party, the Agent shall be entitled to a fee determined in accordance above based upon the value of the crops on hand at the day of termination or if said crops are pre-sold, the price at which they are sold for subsequent delivery.
- (c) Agent shall notify Owner of any changes in fees on or before **August 1st** to become effective on the anniversary date of this agreement without necessitating termination of this agreement which said notice shall constitute a modification to this agreement as to the fees.

ADDITIONAL AGREEMENTS:

- (a) Owner shall furnish to Agent, upon request, such detailed information concerning said land and past operations, improvements and costs thereof as may be available.
- (b) Owner shall not assign, transfer, convey, mortgage or in any way dispose of the issues, rentals or profits arising out of said land without giving Agent prior written notice thereof.
- (c) Only upon written request of Owner and at Owner's expense shall Agent prosecute or defend any suits or proceedings affecting the above described lands or the issues, rents or profits arising therefrom or incidental to the operation thereof.
- (d) This agreement shall not be placed of record.
- (e) Agent assumes no liability and shall be held harmless by Owner for any such liability or loss sustained as a result of environmental contamination that may be present as of the date of this contract and/or may be discovered to be present at a point in time in the future which is not caused by the Agent.

EXTENT OF AGREEMENT:

This contract shall be binding upon the heirs, devisees, assignees, grantees and personal representatives of Owner and upon the successors in interest of Agent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this \_\_\_\_\_ day of March 2021.

Shelby County Farm

\_\_\_\_\_ (SEAL)

THE SHELBY COUNTY STATE BANK

By \_\_\_\_\_  
James D. Schwerman, A.F.M.  
VP Trust Officer & Farm Manager

Law Enforcement Committee Meeting Agenda

March 4, 2021 at 9:00 a.m.

Shelby Co. Sheriff's Office

1. Approval of Minutes of February Meeting
2. Life Saving Awards
3. Old Business
4. Deputy Testing
5. Policy Manual
6. State's Attorney's Report
7. New Business
8. Public Comments
9. Review Expenditures

## Shelby County Law Enforcement Committee

### Meeting Agenda and Minutes for March 4, 2021

#### Held at Shelby County Sheriff's Office

1. Meeting was called to order at 9:00 a.m. by Sheriff Koonce.
2. Present for the meeting were: Sheriff Koonce, undersheriff McQueen, committee members: Gary Patterson, John Pogue and Derek Percy, States Attorney: Kroncke. Also present Sr. Sargent J. Wood, Mr. & Mrs. Dudra, Mr. & Mrs. Brandt and family.
3. Approval of minutes from Feb. 4, 2021 meeting  
John Pogue made a motion to accept and Gary Patterson seconded this motion. All in favor.

#### 4. Life Saving Awards

Sr. Sargent J. Wood discussed a new employee recognition and awards program that the Sheriff's Dept. is working on. This program is for all Sheriff Dept. employees and will be judged by the Merit Committee members.

Sr. Sargent J. Wood recognized officers J. Brandt and J. Dudra as well as city officer J. Houck for saving the life of M. Harley after a 911 call in December. Mrs. Harley had accidentally backed into a pond across from her home north of Shelbyville. She was able to call 911 and officer Brandt was the first to arrive. He contacted a neighbor who was not aware of the call and then located the car in the pond as he was investigating more. Only a small part of the car was exposed. He then called in for more backup and entered the water to check on her. The other two officers soon arrived and as a group were able to free her from the car. The dive squad and rescue squad soon arrived and were able to assist the four cold wet people from the water. Because of the quick response all were assisted and recovered with no serious injuries. These people all cooperated and were able to save a life that day!

Present for the award were officer Brandt, officer Dudra, and their families. Officer Houk was currently out of town. Sr. Sargent Wood presented medals and recognition to both officers present. They were thanked and congratulated by all present.

#### 5. Old Business

\*John questioned if the Wex cards had been received. They have been received and are being used. Some Shelby Co. stations remove the taxes and bill the county.

\*Sheriff updated us on installation of the new fuel tank at the Highway Dept. It can be completed now that the weather has improved. The Highway Dept. will add the additional base for the larger tank.

6. Deputy Testing

\*The Sheriff's Dept. currently has 4 new applications on file.

\*The Sheriff's Dept. and Merit Commission are currently looking at the possibility of hiring a company to help with recruiting, hiring, and testing for the department.

7. Policy Manual

The policy manual is continuously updated. Looking at outside help to make sure this is done correctly. A lot of changes are coming. Same Company does this work also.

8. States Attorney Report

\*States Attorney Kroncke shared a letter of Commendation to the Sheriff Dept. She is thanking the Department and particularly deputies Dudra and Brandt. A person in Shelby County had been recently released from prison. He had served a sentence for a child's murder. He did not register as an Illinois Murderer and Violent Offender against Youth and was arrested. After seeing the case which the State's Attorney and officers had built, he plead guilty to the 10 year prison sentence.

\*The task force is now working in Shelby County.

\*The Sheriff and States Attorney are looking for a place to store seized property.

9. New Business

\*The jail population is currently 23. 2 are awaiting transfer to prison.

\*There have been several major incidents and arrests in the last month

\*The Sheriff is investigating a location for meetings, training, and document storing.

\*We discussed retention of Sheriff Dept. employees. Some are considering a move.

\*We discussed the need for more cooperation in Shelby County.

\*We discussed the need to present more information to the public. They are and will be issueing more press releases.

10. Public Comments--- None.

11. Review Expenditures

\*Committee reviewed expenditures and discussed.



Motion to adjourn by John Pogue, second by Derek Pearcy. All in favor. Meeting adjourned at 11:10 am

Minutes submitted by Gary Patterson

Minutes were e-mail approved by Derek Pearcy and John Pogue 3-9-21



Called meeting to order 2:40p.m.  
David Switz and Patrick Lines were  
present. Looked through payroll & other  
registers. Patrick motioned to adjourn  
and David second. 3:59p.m.



HEALTH COMMITTEE 3/9/2021

10:30

THOSE PRESENT

Jury Room B

JEFF SLIFER

Jesse Durbin

Rod Aite

Lynn Barr

John Wilson

MOTION MADE BY LYNN TO APPROVE BILLS  
BY HEALTH DEPT. SECOND BY JESSE, MOTION PASSED  
MOTION TO ADJOURN BY LYNN SECOND BY ROD  
MOTION PASSED ADJOURNE 10:45

FILED

MAR 09 2021

James Fox

SHELBY COUNTY CLERK

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

*"Community Action Agency"*



1805 S. Banker Street, P.O. Box 928  
Effingham, Illinois 62401-0928  
PHONE: (217) 342-2193 ~ FAX: (217) 342-4701  
E-MAIL: [cefs@cefseoc.org](mailto:cefs@cefseoc.org)  
WEBSITE: [www.cefseoc.org](http://www.cefseoc.org)

**KEVIN BUSHUR**  
*Chief Executive Officer*

February 22, 2021

TO: Jessica Fox  
Shelby County Clerk  
301 E. Main  
PO Box 320  
Shelbyville, IL 62565

FROM: John Gillmore  
Program Manager  
1805 S. Banker St.  
Effingham, IL 62041

Enclosed is a copy of the Shelby County January PCOM report to share with your board members. Please contact me at 217-342-2193 ext. 161 or by e-mail at [jgillmore@cefseoc.org](mailto:jgillmore@cefseoc.org) if there are any questions.

John Gillmore  
Program Manager

Enclosures

FILED  
FEB 25 2021

*Jessica Fox*  
SHELBY COUNTY CLERK

EQUAL OPPORTUNITY EMPLOYER

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

**Shelby County**

Hours of Service for Shelby County Transportation are 6:00 A.M. to 6:00 P.M.

Monitoring Indexes	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Number of Days of Service	23	21	22	22	20	21	20						149
Number of Trips	418	823	1,167	1,068	809	924	982						6,191
Number of Vehicles	2	14	11	11	16	11	11						2,961
Revenue Vehicle Hours	314	406	476	477	427	429	432						43,991
Revenue Vehicle Miles	5,180	6,034	6,356	6,696	6,796	6,541	6,388						\$0
DOAP Revenues													\$0
5311 Revenues													\$20,404
Contract Revenues		\$2,112	\$4,319	\$712	\$6,895	\$2,829	\$3,537						\$2,188
Fares	\$154	\$200	\$872	\$204	\$261	\$271	\$226						\$209,757
System Expenses	\$13,657	\$19,123	\$20,297	\$22,130	\$20,265	\$93,960	\$20,325						-\$187,165
Net Revenues	-\$13,503	-\$16,811	-\$15,106	-\$21,214	-\$13,109	-\$90,860	-\$16,562	\$0	\$0	\$0	\$0	\$0	234
Ridership	30	25	36	33	35	36	39						6
Trip Denials	0	0	1	1	1	3	0						6
Trip Denied but Provided	0	0	0	0	0	0	0						0
Cost per Trip	\$32.67	\$23.24	\$17.39	\$20.72	\$25.05	\$101.69	\$20.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.88
Cost per Hour	\$43.49	\$47.10	\$42.64	\$46.39	\$47.46	\$219.02	\$47.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70.84
Cost per Mile	\$2.64	\$3.17	\$3.19	\$3.30	\$2.98	\$14.36	\$3.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.77
Maintenance of Vehicles	3	3	5	6	5	3	5						30
Maintenance of Facilities	0	0	0	0	0	0	0						0
New Service Contracts	0	0	0	0	0	0	0						0
Overtime Hours	9	7	19	16	24	33	9						117
Complaints	0	0	0	0	0	0	0						0
Vehicle Accidents	0	0	0	0	0	2	1						3
Mobility Index Outcomes/Efforts	0.019	0.037	0.052	0.048	0.036	0.041	0.044	0.000	0.000	0.000	0.000	0.000	0.277
Annualized Mobility Index	0.224	0.333	0.431	0.466	0.460	0.466	0.475	0.415	0.369	0.332	0.302	0.277	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Shelby County	22,363												

**FILED**  
**FEB 25 2021**

*Shelby County Clerk*

SHELBY COUNTY CLERK

# Daily Management Statistics Report

C.E.F.S. Eco. Opp. Corp.

01/01/2021 - 01/31/2021

*Shelby*

Days of Service:	20
Invoice Revenue:	\$3,277.78
Fares Collected:	\$124.00
Total Revenue:	\$3,401.78
ServiceMiles:	6388
Non-Service/Acmin Miles:	318
Service Hours:	432.05002
NonService Hours:	0.0
Total Billable Riders:	982
Average Revenue Per Ride:	\$3.46
Average Miles Per Ride:	6.5
Average Hours Per Ride:	0.4400
Average Rides Per Day:	49.1
Average Service Miles Per Day:	319.4
Average Service Hours Per Day:	21.6
Average Revenue Per Day:	\$170.09
Total Passenger Trips	982
NonBillable No Shows:	8
Rider Cancels:	126
Subscription Rides:	369
Demand Rides:	613
Immediate Rides:	13
In Area Rides:	982
Out of Area Rides:	0
In County Rides:	982
Out of County Rides:	0
Unduplicated Riders:	39
Denied Rides:	0
Ambulatory Rides:	945
Non Ambulatory Rides:	37
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	0.0
Trainee Hours:	0.0
Fuel Cost:	\$1,755.90
Gallons Fuel:	2,200.5
Fuel Cost Per Gallon	\$0.80

FILED  
FEB 23 2021  
*James Cox*  
SHELBY COUNTY CLERK

Finance Committee  
February 22, 2021

Attendance:

Board Members:

Gary Gergeni  
Rod Hite  
Larry Lenz  
Terry Metzger  
Gary Patterson

Others:

Nicole Kronke, States Attorney  
Erica Firnhaber, County Treasurer  
Jessica Fox, County Recorder  
Debbie Dunaway, Supervisor of Assessments  
Brad Halbrook, State Representative

Gary Gergeni called the meeting to order at 3:00 p.m. He then explained the duties of the Finance Committee. Nicole Kronke explained the options of leasing or licensing the county's farm ground. Gary Patterson and Larry Lenz will put together a list of expenses to help us understand the county's liabilities in keeping the farm. Gary encouraged the members to continue to think about duties that the finance committee need to consider. Nicole said she would contact some of the surrounding counties and get their finance committees' duties and responsibilities.


Brad Halbrook raised concerns about the legality of the licensing approach and questioned where the county gets the legal right to get a license to operate a farm for profit. The committee agreed that they want to do what is best for the taxpayers and that meets the requirements of the law.

Gary Patterson made a motion to adjourn. Rod Hite seconded the motion. The motion carried and we adjourned at 4:45 p.m.



Gary Gergeni, Finance Chairman

FILED  
FEB 24 2021

  
SHELBY COUNTY CLERK



FILED

FEB 24 2021

Shelby County Animal Control

2-24-21

SHELBY COUNTY CLERK

## Attendance

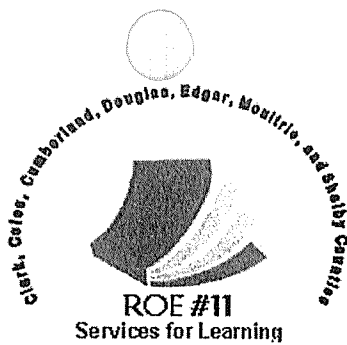
Brad Hudson  
Bob Simpson

Jeff Slifer  
Terry Metzger  
Stanley Spesard

→ Brad Hudson discussed with the committee the possibility of a bad year of distemper in raccoons. Brad has already dealt with 5 raccoons in Shelbyville usually it's later in spring when distemper shows up. Residents should call Brad or local police if a raccoons acting strangely.

→ The County Treasurer reported <sup>to</sup> Committee member Jeff Slifer the Animal Control budget for uniforms is \$600 with receipts to be turned into the County Clerk.

→ The committee discussed the purchase of a new vehicle (truck) for animal control. Brad will seek bids through area newspaper as per instructed by state's attorney  
→ Simpson made motion to adjourn - Slifer 2nd



730 7th Street  
Charleston, IL 61920

office 217-348-0151  
fax 217-348-0171  
roe11.org

**Kyle Thompson, PhD**  
Regional Superintendent  
kthompson@roe11.org

**Zakry Standerfer, PhD**  
Asst. Regional Superintendent  
zstanderfer@roe11.org

**Regional Office of Education Committee**  
**Regional Office of Education #11**  
**March 1, 2021**  
**6:30 PM**

**AGENDA**

- I. Call to Order/Pledge of Allegiance/Roll Call
- II. Public Comment, Written Communications
- III. Approve Minutes from September 14, 2020 Meeting
- IV. Regional Superintendent Reports
  - A. Report of Official Acts
  - B. Quarterly Funds Report
- V. Last Three Months – “What we’ve been doing!”
  - A. edTPA Legislation
  - B. Spring Professional Development
  - C. Orton Gillingham Training
  - D. Health Life Safety/Compliance
  - E. Building Administrators Breakfasts
- VI. Next Three Months – “What’s coming next!”
  - A. Recognition of Excellence
  - B. New & Proposed Legislation
  - C. Teacher Shortage Survey
- VII. Next Meeting: June 7, 2021

Regional Office of Education Committee  
Regional Office of Education #11  
Charleston, IL 61920

September 14, 2020

Regional Superintendent of Schools, Dr. Kyle Thompson, called the meeting to order at 6:30 PM. Pledge of Allegiance was recited. ROEC members present were; Susan Guinnip, Clark County; Nancy Purdy, Coles County; Roy Clapp, Cumberland County; Bibby Appleby, Douglas County; Phil Ludington, Edgar County; Dave McCabe, Moultrie County; LaVonne Chaney, Shelby County.

Dr. Thompson shared a letter of resignation from Shelby County representative Kay Kearney and introduced new Shelby County representative, LaVonne Chaney.

Dr. Thompson read letters of appreciation from Carmel Todd of Casey Westfield and Deb Way of Charleston, both of whom are retired administrative professionals, thanking ROE #11 for a gift basket presented to each of them. Dr. Thompson read letters of appreciation from Sheila Shotts of Martinsville, and Katie Watters of Chrisman, thanking ROE #11 for their Recognition of Excellence award.

Dr. Thompson read emails from Kansas superintendent John Hasten, Paris #95 superintendent Dr. Jeremy Larson, and Shelbyville principal Russ Tomblin thanking ROE #11 for their communication and leadership, particularly related to the new monthly newsletter.

Dave McCabe made a motion to approve the March 2, 2020 minutes. Roy Clapp seconded. Motion carried.

Dr. Thompson presented the Report of Official Acts and Quarterly Funds Report. Dr. Thompson discussed each ROE #11 staff member's position responsibility in relation to the Report of Official Acts. He pointed out the numbers that tend to increase over the summer, including bus drivers trained, home school information, building and occupancy permits, and educator licenses registered. On the Quarterly Funds Report, he highlighted testing and bus refresher fees, homeless, Illini Prairie CEO, and TAOEP EBF funds received.

The ROE #11 Annual Report for FY '20 and the Youth Services Annual Report were shared with the committee. Dr. Thompson highlighted the superintendent search.

Dr. Thompson presented the FY '21 budget. The budget is a \$5,098.00 decrease from FY '20. Bibby Appleby motioned to vote on its approval. Susan Guinnip seconded. A roll call vote by Sue Shumway: Clark County-yes; Coles County-yes; Cumberland County-yes; Douglas County-yes; Edgar County-yes; Moultrie County-yes; Shelby County-yes. Motion carried 7-0.



# REGIONAL OFFICE OF EDUCATION #11

## Report of Official Acts - Fiscal Year 2021

	Dec 2020-Feb 2021	Mar-May 2021	June-Aug 2021	Sept-Nov 2021
<b>Committees &amp; Boards</b>				
Regional Board of School Trustee Meetings	0	0	0	0
Reorganization/Detachment Hearings	0	0	0	0
Regional Office of Education Committee Meetings	0	0	0	0
Professional Development Advisory Committee Meetings	0	0	0	0
<b>GED</b>				
GED Tests Administered	27	0	0	0
Candidates completing exam - initial exam	9	0	0	0
Number of Candidates that passed complete exam	9	0	0	0
Official Transcripts issued	29	0	0	0
<b>Bus Drivers</b>				
Initial Bus Driver Courses Held	3	0	0	0
Initial Bus Driver Course Participants	11	0	0	0
Refresher Bus Driver Courses Held	0	0	0	0
Refresher Bus Driver Course Participants	0	0	0	0
<b>Student Services</b>				
Grant Funded Employees (TAOEP, RSSP, ROE/ISC, IVPA)	11	0	0	0
# of Students in "Beacons"	38	0	0	0
# of Students in "Bridges" (Safe Schools Program)	106	0	0	0
# of Students in "Pathways" (Lake Land Alt. Educ. Prog.)	55	0	0	0
# of Homeless Students	493	0	0	0
Home School Packets to Parents/Guardians	10	0	0	0
Home School Students Registered	8	0	0	0
Truancy Letters Sent to Parent/Guardian	52	0	0	0
Truancies Referred to State's Attorney	10	0	0	0
<b>Health/Life Safety</b>				
Buildings Inspected	26	0	0	0
Special Ed Facilities	4	0	0	0
Alternative Schools	4	0	0	0
Building Permits Issued	2	0	0	0
Building Occupancy Permits Issued	1	0	0	0
Demolition Permits Issued	0	0	0	0
Temporary Facility Occupancy Permits Issued	0	0	0	0
Amendments processed / 10 Year Surveys processed	0	0	0	0
School Maintenance Grants	0	0	0	0
<b>Compliance Visits</b>				
Chrisman				
Cowden-Herrick				
Kansas				
Martinsville				
Oakland				
Paris #4				
Windsor				

3/1/2021

LOCAL FUNDS

Description	Flow Through			Dec 2020-Feb 2021	Mar-May 2021	June-Aug 2021	Sept-Nov 2021
PD Office Operations Reimb. Prof. Serv.		LOCAL	199905	\$0.00	\$0.00	\$0.00	\$0.00
Special Admin		LOCAL	104000	\$0.00	\$0.00	\$0.00	\$0.00
RTA Postage reimb - Institute	X	LOCAL	101000	\$0.00	\$0.00	\$0.00	\$0.00
Workshop Fees Collected		LOCAL	199308	\$9,045.00	\$0.00	\$0.00	\$0.00
Local Service Testing Fees		LOCAL	199301	\$2,415.00	\$0.00	\$0.00	\$0.00
Shared Services Funds from school districts		LOCAL	199303	\$0.00	\$0.00	\$0.00	\$0.00
Shared Services Funds ISBE reimb. RBST mileage	X	LOCAL	199303	\$0.00	\$0.00	\$0.00	\$0.00
Cert Fees Collected - ROE Portion (Credit Card Online)		LOCAL	101001	\$3,558.00	\$0.00	\$0.00	\$0.00
Fingerprint Fees Collected	X	LOCAL	199301	\$2,674.00	\$0.00	\$0.00	\$0.00
Bus Refresher Fees Collected		LOCAL	103000	\$0.00	\$0.00	\$0.00	\$0.00
Bus Initial Collected		LOCAL	399902	\$240.00	\$0.00	\$0.00	\$0.00
GED Transcript Fees Collected		LOCAL	102000	\$687.50	\$0.00	\$0.00	\$0.00
Local AIM donations		LOCAL	369501	\$0.00	\$0.00	\$0.00	\$0.00
Grow Your Own - EIU		LOCAL	199311	\$0.00	\$0.00	\$0.00	\$0.00
IVPA speaker conf. exp. Donation	X	LOCAL	199308	\$0.00	\$0.00	\$0.00	\$0.00
APEX / STARS suite (license)	X	LOCAL	199303	\$0.00	\$0.00	\$0.00	\$0.00
Summer STARS suite (license)	X	LOCAL	199304	\$0.00	\$0.00	\$0.00	\$0.00
Douglas Co. CEO	X	LOCAL	199901	\$9,380.10	\$0.00	\$0.00	\$0.00
Trustees Detachments/Anex		LOCAL	199901	\$1,500.00	\$0.00	\$0.00	\$0.00
County School Facility Sales Tax to school districts	X	LOCAL	106000	\$2,433,337.10	\$0.00	\$0.00	\$0.00
				\$2,432,836.70	\$0.00	\$0.00	\$0.00
Total Flowthrough				\$2,415,391.20	\$0.00	\$0.00	\$0.00
Total ROE				\$17,445.50	\$0.00	\$0.00	\$0.00

STATE FUNDS

Description	Flow Through			Dec 2020-Feb 2021	Mar-May 2021	June-Aug 2021	Sept-Nov 2021
EBF State Aid RSSP Revenue		STATE	300100	\$175,134.00	\$0.00	\$0.00	\$0.00
State Lunch \$ Received		STATE	300100	\$128.20	\$0.00	\$0.00	\$0.00
EBF State Aid - TAOEP Revenue		STATE	300105	\$49,212.60	\$0.00	\$0.00	\$0.00
TAOEP AIM Revenue		STATE	369500	\$79,676.00	\$0.00	\$0.00	\$0.00
RSSP (Bridges) Revenue		STATE	369600	\$28,620.00	\$0.00	\$0.00	\$0.00
RSSP COOP Revenue		STATE	399904	\$11,958.00	\$0.00	\$0.00	\$0.00
State Aid - Other YS		STATE	399902	\$0.00	\$0.00	\$0.00	\$0.00
State Aid - TAOEP Other YS		STATE	399902	\$0.00	\$0.00	\$0.00	\$0.00
Initial Bus Training State Revenue		STATE	104000	\$0.00	\$0.00	\$0.00	\$0.00
ROE/ISC State Revenue		STATE	373006	\$35,010.00	\$0.00	\$0.00	\$0.00
IL Violence Prevention Assoc (IVPA)	X	STATE	199313	\$8,479.35	\$0.00	\$0.00	\$0.00
EBF State Aid - LLC Pathways/ sent to LLC	X	STATE	300105	\$106,523.40	\$0.00	\$0.00	\$0.00
				\$494,741.55	\$0.00	\$0.00	\$0.00
Total Flowthrough				\$115,002.75	\$0.00	\$0.00	\$0.00
Total ROE				\$379,738.80	\$0.00	\$0.00	\$0.00

FEDERAL FUNDS

Description	Flow Through			Dec 2020-Feb 2021	Mar-May 2021	June-Aug 2021	Sept-Nov 2021
Fed Lunch \$ Received		FED	300100	\$18,331.19	\$0.00	\$0.00	\$0.00
Homeless - Fed Rev.		FED	492000	\$126,696.32	\$0.00	\$0.00	\$0.00
Elem Sec Emergency Relief - Digital Equity		FED	492000	\$2,426.00	\$0.00	\$0.00	\$0.00
Title II Teacher Leadership - Fed Rev		FED	493500	\$0.00	\$0.00	\$0.00	\$0.00
				\$147,453.51	\$0.00	\$0.00	\$0.00
Total Flowthrough				\$0.00	\$0.00	\$0.00	\$0.00
Total ROE				\$147,453.51	\$0.00	\$0.00	\$0.00

COUNTY FUNDS

Description	Flow Through			Dec 2020-Feb 2021	Mar-May 2021	June-Aug 2021	Sept-Nov 2021
Maintenance Fund**		COUNTY	104000	\$0.00	\$0.00	\$0.00	\$0.00
County Board Support		COUNTY	104000	\$121,126.98	\$0.00	\$0.00	\$0.00
				\$121,126.98	\$0.00	\$0.00	\$0.00
Total Flowthrough				\$0.00	\$0.00	\$0.00	\$0.00
Total ROE				\$121,126.98	\$0.00	\$0.00	\$0.00



# 2020 ILLINOIS EDUCATOR SHORTAGE SURVEY

Illinois' teacher shortage crisis is intensifying, and COVID-19 has only made it worse. The latest survey of nearly 600 school districts across Illinois by the Illinois Association of Regional Superintendents of Schools (IARSS) highlights the problem and what should be done about it. For more details, visit: <https://iarss.org/>

## BY THE NUMBERS

**77 PERCENT**

Of schools report having a teacher shortage problem

**93 PERCENT**

Of schools report having a substitute teacher problem

**938 POSITIONS**

Schools report 17 percent of their open teacher positions are unfilled or filled by someone not qualified for the position

**257 CANCELED  
195 ONLINE**

Schools report these classes are canceled or moved online because of teacher shortage issues

**40 PERCENT**

Of schools report an increase in the number of paraprofessionals hired to respond to the COVID-19 pandemic

**65 PERCENT**

Of schools report the teacher shortage problem continues to worsen

**75 PERCENT**

Of districts report recruiting new university graduates to draw in more educators

**53 PERCENT**

Of districts report their geographic location hurts their ability to attract educators

**86 PERCENT**

Of districts expect the teacher shortage problem will worsen over the next two academic years

**81 PERCENT**

Of districts report fewer applicants for high school teaching positions

**89 PERCENT**

Of districts in west-central Illinois report a teacher shortage problem

**87 PERCENT**

Of districts in rural Illinois report a teacher shortage problem

## Shelby County Clerk - Jessica Fox

---

**From:** Undersheriff McQueen <sc540@scso87.org>  
**Sent:** Monday, March 1, 2021 8:07 AM  
**To:** Jessica Fox; Sheriff Koonce; Deputy Jeff Wood  
**Subject:** AGENDA FOR MERIT BOARD MEETING ON MARCH 3RD, 9AM AT COURTHOUSE IN COURTROOM B

1. CALL TO ORDER
2. APPROVAL OF MINUTES FROM LAST MEETING
3. INTRODUCTIONS *→ Election of Officers*
4. EMPLOYEE RECOGNITION PROGRAM FOR SHERIFF'S OFFICE
5. DISCUSSION OF HIRING OF NEW DEPUTIES
6. NEW BUSINESS
7. OLD BUSINESS
8. PUBLIC COMMENT
9. ADJOURNMENT

Undersheriff Sean McQueen

Shelby County Sheriff's Office

151 N. Morgan

Shelbyville, Illinois 62565

217-774-3941

217-836-5047-Cell

**John Pogue - Shelby County Board Member- 217-306-5958**

**3-9-2021**

**Minutes of the County Purchasing Committee**

The Purchasing Committee met on 3-9-21 at 9am to review the bills of the County. The meeting was opened and a roll call was taken.

Present were Don Tate, Lynn Williams, Gary Gergeni, Jeff Slifer, Kenneth Barr and Paul Canaday and Chairman John Pogue.

The committee reviewed all bills presented. Jeff Slifer called the coroner, Brad Phegley for clarification of expenses presented and ask him to send an detailed explanation for expenses.

Motion of approve the bills by Lynn Willaims 2nd by Don Tate

Motion to Adjourn by Lynn Williams 2nd by Jeff Slifer.

Committee adjourned at 10:24am

John Pogue

## Road & Bridge Committee Meeting Minutes

- **Date and Time of Meeting:** March 8, 2021; 9am
- **Location of Meeting:** Shelby County Highway Department  
1590 State Highway 16  
Shelbyville, Illinois 62565
- **Roll Call:** Bryon Coffman, Jesse Durbin, Larry Lenz, Robert Simpson
  - Also in attendance: Alan Spesard
- **Approval of Last Month's Minutes**
  - Committee recommended approval and signed meeting minutes
- **Mike Lorton (Civil Engineering Technician for the County Highway Dept.) would like to address Committee**
  - Mike Lorton announced he is retiring on June 8<sup>th</sup>. He explained the engineering transition in staffing over the last few years (including 3 retirements, 1 resignation, and 1 subcontracted person resignation) and how the department has tried to plan for transition. He explained the qualifications needed to inspect bridges and perform construction oversight in accordance with IDOT and FHWA policies. Bridge inspectors need to have 4 years' experience and pass a FHWA coursework to become a Team Leader and be able to inspect without supervision. Previous employees were trained and left employment. He praised the work of Reed Best (new employee) and felt he should be retained and given a raise because of his outstanding performance and his increased responsibility when Mike retires. Reed is in the process of taking required certification classes in bridge inspection and construction oversight.
    - The committee members praised Mike and agreed that Reed should receive a raise and asked that Alan talk to the States Attorney about the process for increasing Reed's pay.
- **Financial Review**
- **Review Claims**
  - Committee recommended approval.
- **New Business:**
  - Agreement with IDOT on Flat Branch Bridge replacement funding
    - Alan did not receive approved agreement from IDOT in time for meeting. The agreement was received on March 9<sup>th</sup>. Alan called the committee members on March 9<sup>th</sup> and approval for presenting at the County Board was agreed to.
  - Bid results of Cowden-Herrick Road resurfacing project
    - Low and only bidder was Howell paving at \$912,824.02. Estimated cost was \$1,124,451. IDOT will award contract.
  - Tree removal at Flat Branch and Rose Bridge and Todd's Point railroad crossing Replacement projects needs to be completed prior to May 1<sup>st</sup> due to Long Eared Bat
  - County Audit continues by West & Company, LLC
  - Major program Single Audit by West & Company, LLC for the Cowden-Herrick CBDG grant project began on March 3, 2021
  - Engineering agreement for Prairie box culvert project was approved by IDOT. Met with highway commissioner Chris Tabbert, drainage district Jeff Slifer, and engineering firm to coordinate project
  - Submitted list to IDOT of noncommittal projects contemplated to be built with Rebuild Illinois Funds on February 16<sup>th</sup>
  - Bridge Inspections to begin in March and April for west half of County – 88 bridges
  - Salt Storage Shed construction is complete
  - Looked at Courthouse drainage issue. It is very difficult to accurately determine why basement is leaking without exposing the foundation wall. Alan wrote email to sheriff stating that and that pouring concrete to seal surface was logical.
  - 6 month budget review
  - Fuel tanks for Sheriff's department approved by County Board. Highway department will help by extending concrete foundation but do not feel comfortable running wiring for security cameras.
  - Planning on purchasing Tablet(s) for construction oversight documentation in field per IDOT recommendations
    - Motion by Bob Simpson and second by Jessie Durbin. All agreed to the purchase of Tablet(s).

## Road & Bridge Committee Meeting Minutes

- Upcoming bid lettings for Flat Branch Bridge (April 23<sup>rd</sup>); Rose Bridge (June 11<sup>th</sup>); Todd's point railroad crossing project July 2<sup>nd</sup>; Westervelt Bridge project (November 5<sup>th</sup>); Country Club Road project (January 21<sup>st</sup> 2022)
- Updated project list and bridge status; added location of projects – attached; Review Project list and need for a transition plan for staffing projects;
  - Alan explained project list and staffing of projects and why he recommends increasing contracting services during projects that require more staff than currently exists.
    - Committee asked Alan to send project list to County Board members and continue to seek engineering staff and contractor support services.
- Advertising for office manager position due to the resignation of Danielle Culberson and civil engineering technician position due to Mike retiring; discuss starting pay;
  - Alan stated that he is interviewing candidates for office manager position. He asked that the office manager starting pay be made more than clerical starting pay (currently \$25,000/year) due to responsibilities and to attract experienced candidates. This would require a modification to AFSCME contract.
    - Committee agreed and asked Alan to consult with the States Attorney on modifying AFSCME contract.
  - Alan also mentioned that his County Engineer employment contract expires in May 2023 and is considering retiring early due to the current work environment.
- Dump Truck orders are now taking over 6 months before receipt.
  - Alan stated that he would like to order the dump truck soon and include the cost in next year's budget.
    - Committee stated to put it on next month's agenda
- **Old Business:**
  - Review snow plow policy; Contacted Christian, Cumberland and Fayette County for their policy – they do not have a written policy but they do same as us.
- **Adjournment:** Next meetings April 8, 2021 at 9:00 am

# ENGINEERING PROJECT LIST

March 1, 2021

## 1. Construction Oversight Projects:

- a. Westervelt Railroad Crossing Approach: Open to Traffic, complete in Spring 2021; Projected Staffing Level = 0.5 FTEs; Located 1775N/1475E

## 2. Design Projects in progress:

- a. Cowden-Herrick Road: Design in-house; March 5, 2021 Bid; Hampton, Lenzini and Renwick engineering firm hired for construction oversight; Projected Staffing Level = 2.9 FTEs; Located from 1200E/0N to 1500E/175N
- b. Country Club Road: Design in-house; Project Report approved; Acquire ROW and bid on January 21, 2022; Projected Staffing Level = 3.0 FTEs; Located from 1400N/1850E to 1550N/1900E
- c. Findlay-Bethany Road: Design in-house; Programmed for FY 2025 construction; Located 2100N/2100E to 2500N/2100E
- d. Todds Point Railroad Crossing Approach Design in-House; Received approved ICC order for construction; Bid in July 2, 2021; Projected Staffing level = 0.8 FTEs; Located 2200N/2225E
- e. Westervelt County Highway Bridge 087-3016: Hampton, Lenzini and Renwick Engineering Firm hired for design; Acquire ROW and bid in November 5, 2021; Projected Staffing Level = 1.5 FTEs; Located 1725N/1525E
- f. Rural Township Bridge 087-3304: Upchurch Engineering Firm hired for design; Programmed for FY 2024 construction Located 1675N/1100E
- g. Flat Branch Township Bridge 087-3101: Civil Design Inc. Engineering Firm for design; Bid in April 23, 2021; Projected staffing level = 0.8 FTEs; Located 2525N/1100E
- h. Rose Township Bridge 087-3135: Hutchison Engineering Firm hired for design; Bid on June 11, 2021; Projected staffing level = 0.8 FTEs; Located 1175N/1600E
- i. Shelbyville Township Bridge 087-3337: Programmed for FY 2023 construction; Civil Design Inc. engineering firm hired for design; Located 1000N/2050E
- j. Ridge Township Bridge 087-3120: Gonzales Consulting Engineering Firm hired for design; Programmed for FY 2023 construction; Located 1725N/1275E
- k. Ash Grove/Big Spring Township Bridge 087-3038: Gonzales Engineering Firm hired for design; Programmed for FY 2024 construction; Located 900N/3275E
- l. Oconee Township Bridge 087-3236: Hutchison Engineering Firm hired for design; Programmed for FY 2025 construction; Located 375N/325E
- m. Clarksburg Bridge – 087-3198; Approved by Co. Board in November 2020; Hampton, Lenzini & Renwick consultant hired for Design; Located 675N/2350E;
- n. Moweaqua Road Bridge – 087-3000 Rebuild Illinois Funds; Approved by Co. Board in November 2020; Gonzales engineering firm hired for design; Located 2800N/925E
- o. Prairie 2725E – Rebuild Illinois; IDOT approved resolution; Civil Design Inc. engineering firm hired for design; Located 600N/2725E

## 3. Miscellaneous Engineering Projects:

- a. Bridge Inspections: In-House inspections; Required by Federal Law
- b. Cross-Sections for over 300 Bridges: New IDOT requirement
- c. Right-Of-Way Plats and appraisals: Required to acquire easements for bridge and road projects



# ENGINEERING PROJECT LIST

March 1, 2021

- d. Drainage Structure Highway Commissioner 50/50 Petitions: Construction by in-house Day Labor
- e. Inspection/GIS of township culverts: Consulting Engineering Firm needs to be hired
- f. Administer Township MFT and Rebuild Illinois programs – approve budgets; bid maintenance materials; provide advice to Highway Commissioners,

## 4. Pending Projects:

- a. Richland Township Bridge 087-3186: requested by Richland Highway Commissioner; Located 900N/2610E
- b. Prairie/Sigel Bridge 087-3225 requested by Sigel Highway Commissioner; Located 75N/3000E
- c. Prairie Bridge – 087-3209 Requested by Prairie Highway Commissioner; 150N/2600E
- d. Herrick Bridge – 087-3062 Requested by Herrick Highway Commissioner; Located 225N/650E
- e. Cold Spring Bridge – 087-3231 Requested by Cold Spring Highway Commissioner; Located 325N/700E
- f. Okaw RRxing approach 1975E: Design in-house; Located 1900N/1975E
- g. Phase 2 Country Club road upgrade; FLAP grant approved; waiting on agreement for IDOT to be transmitted for local execution; Located from 1550N/1900E to Coon Creek Road

## Road & Bridge Committee Meeting Minutes

- **Date and Time of Meeting:** February 5, 2021 at 9am
- **Location of Meeting:** County Highway Department,  
1590 State Highway 16  
Shelbyville, Illinois 62565
- **Roll Call:** Bryon Coffman, Jesse Durbin, Larry Lenz, Bob Simpson
  - Also in attendance: Alan Spesard
- **Bids for County Cold Mix production** were publicly opened and read
- **Bids for County Maintenance Materials** were publicly opened and read
- **Bids for Township Rock Hauling** were publicly opened and read
- **Bids for Township Maintenance Materials** were publicly opened and read
- **Adjournment:** Next meeting scheduled for February 8<sup>th</sup>

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

## Road & Bridge Committee Meeting Minutes

- **Date and Time of Meeting:** February 8, 2021; 9am
- **Location of Meeting:** Shelby County Highway Department  
1590 State Highway 16  
Shelbyville, Illinois 62565
- **Roll Call:** Jesse Durbin, Larry Lenz, Robert Simpson
  - Also in attendance: Alan Spesard
- **Approval of Last Month's Minutes**
  - Committee recommended approval
- **Financial Review**
- **Review monthly Payroll**
  - Committee recommended approval
- **Review Claims**
  - Committee recommended approval
- **New Business:**
  - Petition to replace rusted culvert by Cold Spring Highway Commissioner
    - Committee recommended approval
  - Resolution to Award Cold Mix bid
    - Committee recommended approval
  - Resolution to Award Seal Coat Oil bids
    - Committee recommended approval
  - Resolution for Flat Branch Bridge replacement funding
    - Committee recommended approval
  - Agreement with IDOT on Flat Branch Bridge replacement funding
    - Committee agreed to table this agreement until IDOT comments are received
  - Agreement with Hampton, Lenzini and Renwick Inc. to provide construction engineering support for the Cowden-Herrick Road upgrade project
    - Committee recommended approval
  - Agreement with Civil Design, Inc. to provide GIS culvert assessment for Townships
    - Committee agreed to table this agreement until next month
  - Updated project list and bridge status; added location of projects – attached
  - Todd's Point railroad crossing approach project approved by ICC
  - Tree removal at Flat Branch and Rose Bridge Replacement projects needs to be completed prior to May 1<sup>st</sup> due to Long Eared Bat
  - FOIAs received for documentation related to contracting engineering firms in accordance with Professional Services Act. Met with States Attorney
  - Rock and Rock hauling for a few Townships was bid on February 5, 2021
  - Meeting with the CDI engineering, Jeff Slifer, Chris Tabbert on replacing small bridge near Herborn.
  - Questions from County Auditor (West and Company) were received and responded to
  - IDOT wants list of projects to be built with Rebuild Illinois Funds by February 16<sup>th</sup>
  - Bridge Inspections to begin in March and April for west half of County – 88 bridges
  - Salt Storage Shed construction is underway
  - Salt Spreader attached to Foreman's truck broke down and a new spreader was purchased to avoid snow removal negative impacts
  - Galvin lawsuit design information requested from Milano and Grunloh Engineering
- **Old Business:**
  - Review snow plow policy; Contacted Christian, Cumberland and Fayette County for their policy – they do not have a written policy but they do same as us.
  - Multiple requests for bridge replacements of bridges that had been put on hold:
    - K. Barr request to replace closed bridge in Herrick Township: Tony Smith signed petition 087-3062;
    - Chris Tabbert signed petition to replace closed bridge in Prairie Township 087-3209
    - Don Simpson signed petition to replace closed bridge in Cold Spring Township 087-3231
    - Sigel Highway Commissioner requesting replacement of bridge on township line with Prairie 087-3225 posted 10 ton

## Road & Bridge Committee Meeting Minutes

- Richland Highway Commissioner requesting replacement of closed bridge on township line with Prairie 087-3186
- Bryon Coffman will ask States Attorney about allowing road trip being part of this committee.
  - States Attorney said we cannot meet and do the road trip due to FOIA
- **Adjournment:** Next meetings March 8, 2021 at 9:00 am

# ENGINEERING PROJECT LIST

March 1, 2021

1. Construction Oversight Projects:
  - a. Westervelt Railroad Crossing Approach: Open to Traffic, complete in Spring 2021; Projected Staffing Level = 0.5 FTEs; Located 1775N/1475E
2. Design Projects in progress:
  - a. Cowden-Herrick Road: Design in-house; March 5, 2021 Bid; Hampton, Lenzini and Renwick engineering firm hired for construction oversight; Projected Staffing Level = 2.9 FTEs; Located from 1200E/0N to 1500E/175N
  - b. Country Club Road: Design in-house; Project Report approved; Acquire ROW and bid on January 21, 2022; Projected Staffing Level = 3.0 FTEs; Located from 1400N/1850E to 1550N/1900E
  - c. Findlay-Bethany Road: Design in-house; Programmed for FY 2025 construction; Located 2100N/2100E to 2500N/2100E
  - d. Todds Point Railroad Crossing Approach Design in-House; Received approved ICC order for construction; Bid in July 2, 2021; Projected Staffing level = 0.8 FTEs; Located 2200N/2225E
  - e. Westervelt County Highway Bridge 087-3016: Hampton, Lenzini and Renwick Engineering Firm hired for design; Acquire ROW and bid in November 5, 2021; Projected Staffing Level = 1.5 FTEs; Located 1725N/1525E
  - f. Rural Township Bridge 087-3304: Upchurch Engineering Firm hired for design; Programmed for FY 2024 construction Located 1675N/1100E
  - g. Flat Branch Township Bridge 087-3101: Civil Design Inc. Engineering Firm for design; Bid in April 23, 2021; Projected staffing level = 0.8 FTEs; Located 2525N/1100E
  - h. Rose Township Bridge 087-3135: Hutchison Engineering Firm hired for design; Bid on June 11, 2021; Projected staffing level = 0.8 FTEs; Located 1175N/1600E
  - i. Shelbyville Township Bridge 087-3337: Programmed for FY 2023 construction; Civil Design Inc. engineering firm hired for design; Located 1000N/2050E
  - j. Ridge Township Bridge 087-3120: Gonzales Consulting Engineering Firm hired for design; Programmed for FY 2023 construction; Located 1725N/1275E
  - k. Ash Grove/Big Spring Township Bridge 087-3038 Gonzales Engineering Firm hired for design; Programmed for FY 2024 construction; Located 900N/3275E
  - l. Oconee Township Bridge 087-3236: Hutchison Engineering Firm hired for design; Programmed for FY 2025 construction; Located 375N/325E
  - m. Clarksburg Bridge – 087-3198; Approved by Co. Board in November 2020; Hampton, Lenzini & Renwick consultant hired for Design; Located 675N/2350E;
  - n. Moweaqua Road Bridge – 087-3000 Rebuild Illinois Funds; Approved by Co. Board in November 2020; Gonzales engineering firm hired for design; Located 2800N/925E
  - o. Prairie 2725E – Rebuild Illinois; IDOT approved resolution; Civil Design Inc. engineering firm hired for design; Located 600N/2725E
3. Miscellaneous Engineering Projects:
  - a. Bridge Inspections: In-House inspections; Required by Federal Law
  - b. Cross-Sections for over 300 Bridges: New IDOT requirement
  - c. Right-Of-Way Plats and appraisals: Required to acquire easements for bridge and road projects

## ENGINEERING PROJECT LIST

March 1, 2021

- d. Drainage Structure Highway Commissioner 50/50 Petitions: Construction by in-house Day Labor
  - e. Inspection/GIS of township culverts: Consulting Engineering Firm needs to be hired
  - f. Administer Township MFT and Rebuild Illinois programs – approve budgets; bid maintenance materials; provide advice to Highway Commissioners,
4. Pending Projects:
- a. Richland Township Bridge 087-3186: requested by Richland Highway Commissioner; Located 900N/2610E
  - b. Prairie/Sigel Bridge 087-3225 requested by Sigel Highway Commissioner; Located 75N/3000E
  - c. Prairie Bridge – 087-3209 Requested by Prairie Highway Commissioner; 150N/2600E
  - d. Herrick Bridge – 087-3062 Requested by Herrick Highway Commissioner; Located 225N/650E
  - e. Cold Spring Bridge – 087-3231 Requested by Cold Spring Highway Commissioner; Located 325N/700E
  - f. Okaw RRxing approach 1975E: Design in-house; Located 1900N/1975E
  - g. Phase 2 Country Club road upgrade; FLAP grant approved; waiting on agreement for IDOT to be transmitted for local execution; Located from 1550N/1900E to Coon Creek Road

# **SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION** **TREASURER'S REPORT**      **February 28, 2021**

**Beginning Balance**

	February 1, 2021	\$	63,084.19
--	------------------	----	-----------

**Deposits**

Arrow Energy--Credit Card Fuel Sales	\$	1,985.35	
Fuel Sales--Cash & Check	\$	128.67	
Rent	\$	1,620.00	
Bank Interest	\$	4.67	
		<u>\$</u>	<u>3,738.69</u>
			66,822.88

**Bills Received and Paid**

Shelby County Aviation--FBO February, 2021	\$	3,500.00	
Shelby Electric Cooperative	\$	664.04	
Steve Wempen--Bookkeeping February, 2021	\$	200.00	
Ameren Illinois	\$	389.21	
Illinois Department of Revenue--Sales Tax Payment	\$	307.00	
John Deere Financial--New Tractor Payment 10 of 84	\$	751.36	
City Area Water Sewer Department	\$	21.30	
Consolidated Communications	\$	275.21	
Big D's Septic Service--Yearly Contract	\$	235.00	
Steve Wempen--#10 Security Tinted Envelop 500	\$	19.58	
		<u>\$</u>	<u>6,362.70</u>
			60,460.18

Shelby County State Bank	\$	60,460.18	
First Federal Savings and Loan	\$	66.74	
Farm Agency Account	\$	61,093.41	
Gas Receivable	\$	408.26	
Rent Receivable	\$	240.00	
Cash On Hand	\$	760.00	
Certificates of Deposit	\$	21,509.00	
		<u>\$</u>	<u>144,537.59</u>

**F I L E D**  
**MAR 11 2021**

Prepared by Steve Wempen--Sec/Treas

*Steve Wempen*  
SHELBY COUNTY CLERK

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

## **MINUTES OF MEETING**

**February 8, 2021**

### Members present at meeting:

Commissioners--Rick Brown, Steve Wempen, Walt Lookofsky, John Hall  
County Board Members--Earl Baker, Dereck Percy, Paul Canaday  
Airport Manager--Scott Jefson  
Others Present--Garrett Wasson/Hangar Renter

Commissioner Rick Brown calls the meeting to order.

The minutes were read by all. Walt made a motion to approve the minutes. It was seconded by John and was approved by all saying aye.

Rick asks Steve about the \$22,000 deposit listed on the October treasurer's report and Steve said it was a transfer of tax payments the county deposited in our account at First Federal, over to our account at Shelby County State Bank. Steve added that the taxes payments had previously been deposited in Busey Bank, but had changed to First Federal a few years ago.

Steve also mentions an anonymous donation of \$2000 listed on the December Treasurer's Report that we had received from a generous local citizen and that even he didn't know the persons name.

The Treasurer's reports were read by all. Walt made a motion to approve the Treasurer's Reports. It was seconded by John and approved by all saying aye.

### Bills Presented

Big D's Septic Service--Yearly Contract	\$ 235.00
Steve Wempen--Staples/500 #10 Security Tinted Envelopes	\$ 19.58

Steve also said he paid Albion Radio Communications, Inc for 1st Qtr.. NDB Maint. \$ 420.00

Milano & Grunloh Engineers, LLC for the SWPPP \$ 1,000.00

Arrow Energy for 2,044 Gal. of 100LL Avgas @ \$3.46614 per Gallon \$ 7,084.80

Steve said the fuel took a big increase and that we're around break even @\$3.89 per gallon and that we need to watch the local prices.

Plus a few more small ones just to keep our accounts current and not get service charged.

Walt makes a motion to accept the bills as presented. John seconded it and it was approved by all saying aye.

### Managers Report

Scott mentions getting a call from NetJets and that they have a client that wants to fly in here on March first. They called because the state has never updated our runway rating and that it still has us rated at 4500 lbs. Scott said he called Rob Waller at Hansons and asked him about it, that the state was supposed to update that a long time ago. Rob said with doing some reverse engineering that we should be able to handle 12,500lbs everyday with no problem. NetJets would like between 18,800 lbs. and 30,200 lbs. Hansons said as long as they didn't do it everyday and if it hadn't rained a lot there shouldn't be any problem. NetJets said they would call a day or two before to check. Scott also said that they didn't mention the length of the runway.

Scott said he received two certificates of insurance with us listed from Schertz Aerial Service from Hudson Illinois and information on six different crop dusters and that they would be flying out of our airport this year. Some discussion ensued.

Scott mentions forwarding an email to everyone that he had received about an upcoming pre-design meeting on February 18th concerning the runway maintenance project and the 5-box hangar project with Hansons to be held here at the airport at 2:00 in the afternoon.

Scotts mentions having to plow snow twice now and the blower motor in the snow plow had quit so he will be getting that fixed. Scott said we might have a hangar open up, that he had talked to Mike Coady a few days earlier and Mike looks to be settling up with the insurance company on his plane in the near



future and that they would be calling him to arrange getting the airplane removed.

Scott said Mike said it should go fast, but if it goes past the end of January, just put it out on the ramp. With his experience of dealing with insurance companies, Scott said it could sit out on the ramp for a long time, So he thought he would leave it in the hangar and have the airport charge the insurance company the rent and not allow it to be picked up until the rent is paid. Scott mentions that being a common practice. Some discussion followed.

Scott mentions the aluminum paint is still falling off the ceiling/roof in the main hangar, but not off the side walls and both are bare galvanized steel. Steve said if it says not to paint unprimed bare galvanized metal then why isn't it coming off the side walls and said he would take a look at the side wall and see if anything looks different than the ceiling.

Rick mentions the engineers we paid to do the SWPPP report for us and if we had heard anything from them. Scott said we had filed the report and that he hasn't heard anything yet. A short discussion on the storm water issue followed.

Scott mentions Garrett Wasson, one of our hangar renters, being present at the meeting because of the notice he received in the mail from the board of review about the change in the assessed value on his hangar space. Scott explained how a few of the tenants are concerned that their getting a bill and that he explained to them that the old hangar were assessed at \$58 and the new ones at \$63 and that it's the assessed amount and the amount of tax owed is zero. Scott went on to explain how all this supposedly started. More discussion on the issue ensued.

#### End of Managers Report

#### Old Business

Scott mentions asking about possibly adding access to water and gas to the new box hangars.

Steve said he had talked to Rob Waller about it and it would add a lot of cost and explained a little, but said we could talk about it at the pre-design meeting on the 18th. Some discussion ensued on the new hangars and possibly doing the trenching and lay the piping ourselves outside the project.

#### New Business

Derek ask about the idea of a restaurant on the airport. If that could be a project or how would that work. A short discussion ensued.

Garrett asks if there was any chance of getting a CFI here at the airport. He said he knew two people from Shelbyville that drive to Decatur for lessons. Scott mentioned he thought about becoming a CFI but with all the maintenance work he has, there would be no time to teach. Some discussion followed on the different instructors in the area.

Walt made a motion to adjourn and it was seconded by John.

# SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NO.	DEBITS	CREDITS	BALANCE
	31-Jan-21	Balance Shelby County State Bank				\$ 63,084.19
5874	1-Feb-21	Shelby County Aviation--FBO February, 2021	022 6210-12-023	\$ 3,500.00		\$ 59,584.19
5875	2-Feb-21	John Deere Financial--10th Payment of 84	022-5455-12-023	\$ 751.36		\$ 58,832.83
5876	2-Feb-21	City Area Water-Sewer Department	022-7800-12-023	\$ 21.30		\$ 58,811.53
5877	4-Feb-21	Shelby Electric Cooperative	022-7800-12-023	\$ 664.04		\$ 58,147.49
	5-Feb-21	Arrow Energy--Deposit			\$ 781.61	\$ 58,929.10
	9-Feb-21	Illinois Department of Revenue--Sales Tax Payment		\$ 307.00		\$ 58,622.10
	11-Feb-21	Rent--J Livesay \$125, R Spain \$115, K Harshman \$135				
		D Gherardini \$230, J Weber \$690, B Brunken \$115				
		S Wempen \$115, D Kroelein \$115				
		Fuel--\$128.67			\$ 1,768.67	\$ 60,390.77
	12-Feb-21	Arrow Energy--Deposit			\$ 362.74	\$ 60,753.51
	19-Feb-21	Arrow Energy--Deposit			\$ 79.14	\$ 60,832.65
5878	26-Feb-21	Steve Wempen--Bookkeeping February, 2021	022-5220-12-023	\$ 200.00		\$ 60,632.65
	26-Feb-21	Arrow Energy--Deposit			\$ 761.86	\$ 61,394.51
5879	26-Feb-21	Ameren IP--SCA 37528	022-7800-12-023	\$ 268.31		\$ 61,126.20
5880	26-Feb-21	Steve Wempen--#10 Security Tinted Envelope 500	022-7000-12-023	\$ 19.58		\$ 61,106.62
5881	26-Feb-21	Consolidated Communications	022-7800-12-023	\$ 275.21		\$ 60,831.41
5882	26-Feb-21	Big D's Septic Service--Yearly Contract	022-7441-12-023	\$ 235.00		\$ 60,596.41
5883	26-Feb-21	Ameren IP--Airport 006211	022-7800-12-023	\$ 120.90		\$ 60,475.51
	28-Feb-21	Bank Interest			\$ 4.67	\$ 60,480.18
		Board Meeting March 8, 2021				



## February 28, 2021

\$ 120.90\$ 6,362.70

Total	\$ 78,544.51
Sales Tax Payments	\$ 2,668.00
Total Budget	\$ 81,212.51



**Shelby County Airport and Landing Field Commission**  
**Jet Fuel Sales                      2020/21**

[illegible]



[illegible]



# SHELBY COUNTY AIRPORT

## 100LL COST OF SALES REPORT 2020-2021

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL		NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH					COST		
September	1401.38	\$ 3.88	\$ 4,067.35	\$ 1,332.82	\$ 33.92	\$ 5,434.09	\$ 3.22	\$ 3.42	\$ 119.48	\$	\$ 4,913.95	\$ 520.14
October	1223.63	\$ 3.88	\$ 3,482.53	\$ 1,196.73	\$ 65.16	\$ 4,744.42	\$ 3.25	\$ 3.45	\$ 106.62	\$	\$ 4,331.96	\$ 412.46
November	951.38	\$ 3.88	\$ 2,705.23	\$ 922.63	\$ 61.04	\$ 3,688.90	\$ 2.99	\$ 3.18	\$ 89.52	\$	\$ 3,111.93	\$ 576.97
December	901.75	\$ 3.89	\$ 3,058.80	\$ 395.10	\$ 48.77	\$ 3,502.67	\$ 2.86	\$ 3.04	\$ 96.68	\$	\$ 2,836.87	\$ 665.80
January	1335.05	\$ 3.89	\$ 2,660.68	\$ 126.23	\$ 2,404.85	\$ 5,191.76	\$ 3.08	\$ 3.27	\$ 85.87	\$	\$ 4,454.83	\$ 736.93
February	485.79	\$ 3.89	\$ 1,566.13	\$ 319.44	\$ -	\$ 1,885.57	\$ 3.47	\$ 3.69	\$ 67.59	\$	\$ 1,858.63	\$ 26.94
March						\$ -						
April						\$ -						
May						\$ -						
June						\$ -						
July						\$ -						
August						\$ -						
<b>TOTAL</b>	6298.98		\$ 17,540.72	\$ 4,292.95	\$ 2,613.74	\$ 24,447.41						

\$30 Monthly Fee included in Arrow Fee Above

## JET A COST OF SALES REPORT 2020-2021

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL		NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH					COST		
September	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October	15.20	\$ 3.15	\$ 32.13	\$ 15.75	\$ -	\$ 47.88	\$ 1.25	\$ 1.33	\$ 0.64	\$	\$ 20.83	\$ 27.05
November	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	26.97	\$ 3.15	\$ 17.32	\$ 67.36	\$ -	\$ 84.68	\$ 1.25	\$ 1.33	\$ 0.38	\$	\$ 36.20	\$ 48.48
January	29.05	\$ 3.15	\$ 16.25	\$ 75.26	\$ -	\$ 91.51	\$ 1.25	\$ 1.33	\$ 0.33	\$	\$ 38.91	\$ 52.60
February	20.96	\$ 3.15	\$ 30.59	\$ 35.44	\$ -	\$ 66.03	\$ 1.25	\$ 1.33	\$ 0.73	\$	\$ 28.57	\$ 37.46
March						\$ -						
April						\$ -						
May						\$ -						
June						\$ -						
July						\$ -						
August						\$ -						
<b>TOTAL</b>	92.18		\$ 96.29	\$ 193.81	\$ -	\$ 290.10						

**SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION**  
**SHELBYVILLE, IL.**

**BOARD MEETING AGENDA**

**March 8, 2021**

**7:00 PM**

- I. Call Meeting to Order**
- II. Guest Speaker (If Scheduled)**
- III. Approval of Minutes**
- IV. Approval of Treasurer's Report**
- V. Approval of Bills Presented**
- VI. Airport Manager's Report**
- VII. Unfinished Business**
- VIII. New Business**
- IX. Adjournment**

PREPARED BY:

DATE:

PROJECT TITLE:

## Insurance Risk

3-4-2021

### Attendance:

Erica Firnhaber  
★ Bryon Coffman  
★ Terry METZGER

Katie ~~White~~ White  
Randy Biehler  
Travis Schmidt

need to + clarify  
⇒ Committee discussed <sup>need to</sup> amend <sup>+ clarify</sup> the  
"CONTINUATION OF Coverage" Section  
#5 is amended as follows

⇒ meeting adjourned at 10:03.



**RESOLUTION**

**2021-08**

WHEREAS, the statutes of the State of Illinois provide that appointments of trustees of the fire districts shall be made by the Chairman of the County Board, with the advice and consent of the Board; and,


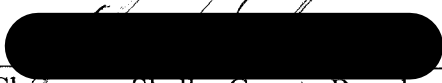
WHEREAS, the County Board has been advised that the Chairman of the Board desires to appoint the following individual, to-wit; Robert Hemer, who is qualified to hold the office of Trustee of the Moweaqua Community Fire Protection District, and that the said individual is to be appointed for a term of office expiring on the first Monday in May 2024; and,

WHEREAS, the Board does approve such appointment of Robert Hemer, as Trustee of the Moweaqua Community Fire Protection District.


NOW, THEREFORE, BE IT RESOLVED, that Robert Hemer be appointed to the office of Trustee of the Moweaqua Community Fire Protection District for a term of office expiring on the first Monday in May 2024.

BE IT FURTHER RESOLVED, that the appointee shall obtain the approval of the Chairman of the County Board of a Bond with appropriate surety in the amount of \$2,000.00.

PRESENTED, ADOPTED AND RECORDED this 11<sup>th</sup> day of March 2021.

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

ATTEST:

  
\_\_\_\_\_  
County Clerk and Ex-Officio  
Clerk of the Shelby County Board

