

March 8, 2022

SHELBY COUNTY BOARD MEETING AGENDA
March 10, 2022 – 7:00 P. M.
Courtroom A – Shelby County Courthouse – Shelbyville, IL

1. Call to Order – Prayer – Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Public Body Comment
5. Discussion and vote on appointment of Cassi Cox to fill vacancy in County Board District #10 on recommendation of the Republican Central Committee
6. Heather Wade, Probation CMO – Discussion and vote on replacing the Pre-Trial Officer with a fully funded Adult/Juvenile Probation officer position
7. Both Beck Marts, CEFS Transportation Director – Approval of 5311/DOAP Publication Transportation Ordinance; Resolution authorizing Board Chair to apply for 5311(\$393,033)/DOAP (\$1,697,700) 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
8. Erica Firnhaber, Treasurer – Discussion and vote on transfer of parcel 2409-36-10-111-002(Certificate 201200239) from the County as Trustee to Purchasers Kenneth and Lara Owens for \$818.00
9. County Highway Engineer Steven Dewitt – Highway Engineer's Report: Discussion and vote for approval of the following items: Funding Resolution for the Hampton, Lenzini and Renwick Bridge Inspection agreement passed at the Feb. 10, 2022 board meeting
10. Bryon Coffman, Chairman – Discussion and vote on Lost Revenue Standard Allowance Ordinance for ARPA Funds
11. Nichole Kroncke, State's Attorney - Discussion and vote on the adoption of Shelby County Commuting Policy
12. Committee Reports
13. Chairman Updates
14. Chairman Appointments
15. Correspondence
16. Approval of Claims
17. Adjournment

Prayer today is given by Board member Julie Edwards

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

SHELBY COUNTY BOARD MEETING

March 10, 2022 – 7:00 P.M.

The Shelby County Board met on Thursday, March 10, 2022, at 7:00 P.M. in Courtroom A of the Shelby County Courthouse in Shelbyville, Illinois.

Chairman Bryon Coffman called the meeting to order. Board member Julie Edwards gave the prayer, and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. David Swits was absent.

Minutes for the February 10, 2022, Board meeting were presented for approval. Patterson made motion to approve the minutes. Ongman seconded said motion, which passed by voice vote (20 yes, 0 no).

At this time Coffman called for Public Body Comment.

Kirk Allen spoke on voting on budget amendments for the FOP MOU but telling AFSCME they must wait until September when the new fiscal year begins. Allen mentioned the subject matter hearing held today regarding the County Farm and HB5182, which would amend the counties code to allow for the leasing of the county farm. Allen questioned why the public speaking policy was enforced, but the payroll policy was not? Allen stated the county sheriff alleged payroll fraud is an active investigation with the Illinois State Police and the Illinois Attorney General's office and asked when the forensic audit findings would be disclosed to the public. Allen referenced the Edgar County Solar Ordinance and suggested the County "may want to take a look at it."

AFSCME President Lisa Swenny and Union member Elizabeth Ragan spoke on the premium pay received by the FOP Union members, detailed the duties, longevity, and quality of the AFSCME workers and informed those present AFSCME members have been unable to get a time to negotiate regarding the premium pay issue. AFSCME employees continue to be responsible for paying for their portion of the health insurance despite regularly attended the wellness screens, although FOP employees have not, and will now not be required to pay for their portion of health insurance despite a large increase in their hourly wages due to the premium pay MOU. AFSCME employees feel they have been treated unfairly, despite being hardworking and loyal employees and asked the board to please be fair to them regarding premium pay.

Martha Firnhaber spoke on comments made by Kayla Garman, an employee of the State's Attorneys office, at the Feb. 10 meeting during public body comment.

John Kraft informed the board members it was stated in the property tax code that leaseholders are responsible for paying the county farm property taxes.

Nichole Kroncke, State's Attorney, spoke in defense of Kayla Garman, and stated she was proud of Kayla for exercising her 1st amendment rights. Kroncke stated with respect to the property tax on the County Farm, that previously before she took office, the lease agreements did not state that the lessee was responsible for paying the taxes. Unless the lease agreement includes that language, the lessee is not legally responsible for payment of the taxes. Kroncke also stated she will issue a legal opinion on the topic of outsourcing payroll when the forensic audit is presented.

Jeff Slifer asked questions regarding the "tax benefit" to the county for the Grain Belt Express.

Kevin McKittrick spoke about the attorney "code of ethics" and stated he felt there was an agenda or a personal vendetta against other county officers and board members. McKittrick encouraged that accurate statements/comments be made, not what fits a "personal agenda" and that litigation skills should be left at the door.

Jeremy Williams informed the board that during the week of 4/12/21-4/16/21 an employee of the State's Attorney's office incorrectly filled out her time sheet which would have resulted in an "undue burden" on the taxpayer as the time sheet had overages in the Garman's favor. Williams reported the County Treasurer's office discovered and corrected these errors on the timesheets. Williams questioned how the State's Attorney's office can be trusted to give good legal advice, based on answers provided by the Asst State's Attorney at a December meeting, and inaccurate documentation leaving their office.

Julie Edwards thanked the State's Attorney for getting criminals off the street in Shelby County. Edwards stated she has worked hard to pay her taxes and those elected to take care

Shelby County Board Meeting
March 10, 2022

of that money and are entrusted to do the "right thing" and for those taxpayers working hard to earn their money it is frustrating to know that those elected to look out for the best interest of taxpayers aren't doing that. Edwards stated she hoped the bickering could stop and people could work together to do what is best for Shelby County.

Stephanie Prosser addressed the board to thank the board for those representing the taxpayers and doing their jobs. Prosser stated the board members should be able to vote, how they feel they should, without fear of being publicly humiliated, harassed, or with repeated requests for their resignation. Prosser stated she felt this type of behavior is "disgusting." Prosser quoted Teddy Roosevelt in stating "a vote is like a rifle: its usefulness depends upon the character of the user."

Bobby Orman asked when the forensic audit would be presented and asked if there had been any movement on working with AFSCME members for premium pay.

Treasurer Erica Firnhaber stated she was appointed a contact person for the forensic audit and had been told by the auditor he would be presenting tonight and questioned, why the forensic audit was not being presented.

Libby Ross reminded the board members that their decisions not only affect adults, but also the kids.

Marsha White encouraged the board to do "what's right" as it takes less time and cost less money.

Upon recommendation of the Republican Central Committee Cassi Cox was recommended to fill the vacancy in Shelby County Board District #10. Orman made motion to approve the appointment. Edwards seconded said motion, which passed by roll call vote (10 yes, 9 nay, 1 present). Ayes: M. Bennett, Coffman, Edwards, Gergeni, Hite, Kessler, Ongman, Orman and Tate. Nays: Barr, B. Bennett, Boehm, Drnjevic, Lenz, Patterson, Simpson, Slifer and Williams. Present: Durbin.

Board member Lenz left the meeting at approximately 7:45 PM.

Probation CMA Heather Wade addressed the board to request approval to replace the Pre-Trial Officer with a fully funded Adult/Juvenile Probation officer position. Wade spoke with both the Chief Judge and the AOIC to ask for funding for a full time Adult/Juvenile Probation officer and Shelby County was approved. This would bring the Probation office to 3 fulltime officers. Wade will restructure her office with this additional position. The Pre-trial officer and the drug testing coordinator positions will be eliminated. The State will be taking over the Pre-Trial officer positions in the next few months. Wade stated her budget will not need to be amendment to appropriate for this position. The County already pays \$16,000 in fringe benefits for the Pre-Trial officer.

Edwards made motion to approve this position. Ongman seconded said motion, which passed by roll call vote (19 yes, 0 no, 1 abstain – B. Bennett). Ayes: Barr, M. Bennett, Boehm, Coffman, Drnjevic, Durbin, Edwards, Gergeni, Hite, Kessler, Ongman, Orman, Patterson, Percy, Simpson, Slifer, Tate and Williams. Nay: none. Abstain: B. Bennett.

Beth Beck-Marts, CEFS Transportation Director presented for approval the FY 2023 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. \$1,697,700 in State funding has been requested, as well as \$393,033 in Federal funding for Public Transportation. These are basically "pass through" funds.

B. Bennett made motion to approve the Resolution authoring the Chairman to apply for the 5311(\$393, 033/DOAP (\$1,697,700) funds for Rural Transportation. Simpson seconded said motion which passed by roll call vote (20 yes, 0 no). Ayes: Barr, B. Bennett, M. Bennett, Boehm, Coffman, Cox, Drnjevic, Durbin, Edwards, Gergeni, Hite, Kessler, Ongman, Orman, Patterson, Percy, Simpson, Slifer, Tate and Williams. Nay – 0. (Lenz had left the meeting prior to this presentation).

Tate made motion to approve the Intergovernmental Agreements with Moultrie, Christian, Montgomery, Clay, and Fayette counties for Rural Transportation. Williams seconded said motion, which passed by voice vote (20 yes, 0 no).

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Ongman made motion to accept the Purchase of Service Agreement between Shelby County and CEFS. B. Bennett seconded said motion, which passed by voice vote (20 yes, 0 no).

Simpson made motion to accept the Vehicle Lease Agreement between Shelby County and Effingham County. B. Bennett seconded said motion, which passed by voice vote (20 yes, 0 no).

Simpson made motion of the 5311 DOAP Public Transportation Ordinance. B. Bennett seconded said motion, which passed by voice vote (20 yes, 0 no).

Treasurer Erica Firnhaber requested approval from the board for a resolution transferring parcel 2409-36-10-111-002 (Certificate 201200239) from the County as Trustee to purchasers Kenneth and Lara Owens for \$818.00.

B. Bennett made motion to approve the resolution. Orman seconded said motion, which passed by voice vote (20 yes, 0 no).

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

Steven Dewitt, County Highway Engineer in his first report to the board, presented the Highway Engineer's Report and requested approval from the Board for funding resolution for the bridge inspection with Hampton, Lenzini and Renwick for \$85,000. The agreement approving the bridge inspection with HLR had been approved at the Feb. 10 board meeting.

Slifer made motion to approve the resolution. Tate seconded said motion, which passed by roll call vote (20 yes, 0 no). Ayes: Barr, B. Bennett, M. Bennett, Boehm, Coffman, Cox, Drnjevic, Durbin, Edwards, Gergeni, Hite, Kessler, Ongman, Orman, Patterson, Percy, Simpson, Slifer, Tate and Williams. Nay - 0.

Continuing with department updates, Dewitt reported lettings would be held on Friday, March 11, in Springfield for Phase 1 of the County Highway 5 (AKA Country Club Road) and the Westervelt Bridge projects. Dewitt thanked the board for the opportunity to serve Shelby County as the newly hired Highway Engineer.

Chairman Coffman presented the Lost Revenue Standard Allowance Resolution for the ARPA (American Rescue Plan Act) as Shelby County is receiving less than 10 million dollars.

Boehm made motion to approve the ARPA resolution. Tate seconded said motion, which passed by roll call vote (20 yes, 0 no). Ayes: Barr, B. Bennett, M. Bennett, Boehm, Coffman, Cox, Drnjevic, Durbin, Edwards, Gergeni, Hite, Kessler, Ongman, Orman, Patterson, Percy, Simpson, Slifer, Tate and Williams. Nay - 0.

State's Attorney Nichole Kroncke presented a Shelby County Commuting Policy for those county employees (outside of emergency services) that drive a county owned vehicle to and from work for their official employment duties. Discussion was held regarding the IRS guidelines for county owned vehicle use and tracking of said use by employee. To date, Shelby County has had no policy in place.

B. Bennett made motion to approve the policy. Williams seconded said motion. Orman made motion to table the policy. Tate seconded said motion. All voted aye by voice to table (20 yes, 0 no). Orman recommended Chairman Coffman assign to a committee for further. Tate suggested the Treasurer also be involved.

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

Rescue squad committee Chair Williams thanked all the emergency services personnel who responded and worked the recent double fatal accident at the North 128/Findlay-Assumption Blacktop Junction.

Law Enforcement Chair Gary Patterson informed the board the Jail is currently housing 28-32 inmates daily, with 3-5 of those being IDOC prisoners currently being held at the County Jail. The State currently owes Shelby County \$66,000 for the costs of housing the DOC prisoners.

Patterson also reported on the West Central Development Council. The Job Center operations have been redone and a new Executive Director and Accountant has been hired at the Carlinville office. The Job Center in Shelbyville can assist people in finding work, assist with resumes, job training, just to name a few of their services. Gary Gergeni who also serves

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on the WCDS board with Ken Barr encouraged folks to utilize the Job Center if they were looking for work.

Public Buildings Chair Don Tate told members the elevator repair would begin Monday, March 21, and the elevator is expected to be down for 2 weeks. Tate hopes to meet with a company that does historic window repair soon. Tate hopes that some ARPA funds can be used for Courthouse windows.

Board member Orman questioned when the forensic payroll audit would be presented.

Under Chairman updates, Coffman reported the forensic payroll audit would probably be presented in the next two weeks, or roughly, during a special board meeting. Coffman plans on having an evening meeting for this presentation.

There were no chairman appointments or correspondence.


M. Bennett made motion to approve the claims for payment. Tate seconded said motion. Tate asked Clerk Fox if the \$10,000 check from Bellwether has been pulled. Clerk Fox stated the check was voided on March 9th and a copy of the voided check sent to the full board. Due to this bill being approved at the Purchasing committee meeting held on Tuesday, March 8, and the decision later being made to pull the bill due to the agreement with Bellwether stating the 2nd \$10,000 payment would be made after the 2nd installment was received.

M. Bennett amended his motion to approve the payment of claims, minus the \$10,000 bill from Bellwether. Tate seconded. Amended motion passed by voice (20 yes, 0 no).

Original motion by M. Bennett, second by Tate to pay claims passed by roll call vote (19 yes, 0 no, Slifer - present). Ayes: Barr, B. Bennett, M. Bennett, Boehm, Coffman, Cox, Drnjevic, Durbin, Edwards, Gergeni, Hite, Kessler, Ongman, Orman, Patterson, Percy, Simpson, Slifer, Tate and Williams. Nay - 0, Present - Slifer.

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

Orman made a motion to adjourn until the next regularly scheduled meeting to be held on April 14, 2021. Simpson seconded said motion, which passed by voice vote (20, yes, 0 no). The meeting was adjourned at 8:30 PM.


Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

March 10, 2022

REGULAR MEETING

		ROLL CALL			QUESTIONS							
			1 / 2022	1 / 2022	Appt of ON MOTIONS TO Cass. Cox	Co Rd # 10	Adult/Juvenile ON MOTIONS TO Probation	Officer Fully Funded	Co Rd Chair ON MOTIONS TO Apply SB11	Donor	Funding ON MOTIONS TO Resolution	HLR bridge inspection
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BARR, KENNETH	50	✓			1	1		1		1	
	BENNETT, BARBARA	40	✓			2	Abstain		2		2	
	BENNETT, MARK	32	✓		1		2		3		3	
	BOEHM, TERESA	0	✓			3	3		4		4	
	COFFMAN, BRYON	48	✓		2		4		5		5	
	DRNJEVIC, DENNIS	22	✓			4	5		6		6	
	DURBIN, JESSE	12	✓		Present		6		7		7	
	EDWARDS, JULIE		✓		3		7		8		8	
	GERGENI, GARY	26	✓		4		8		9		9	
	HITE, ROD	56	✓		5		9		10		10	
	KESSLER, MATT	44	✓		6		10		11		11	
	LENZ, LARRY	26	✓			5	Left		Left			
	ONGMAN, SHARON	0	✓		7		11		12		12	
	ORMAN, ROBERT	34	✓		8		12		13		13	
	PATTERSON, GARY	0	✓			6	13		14		14	
	PEARCY, DEREK	20	✓		9		14		15		15	
	SIMPSON ROBERT	32	✓			7	15		16		16	
	SLIFER, JEFF	32	✓			8	16		17		17	
	SWITS, DAVID	34	A		Absent		Absent		Absent		Absent	
	TATE, DON	40	✓		10		11		18		18	
	WILLIAMS, LYNN	0	✓			9	18		19		19	
	Cox, Cassi	0					19		20		20	
		0										

Cass Cox
Sworn + seated

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

March 10, 2022

REGULAR MEETING

		ROLL CALL			QUESTIONS							
			1 / 2022	1 / 2022	ARPA ON MOTIONS TO Resolution	one lump sum	Payment of ON MOTIONS TO Claims		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BARR, KENNETH	50			1		1					
	BENNETT, BARBARA	40			2		2					
	BENNETT, MARK	32			3		3					
	BOEHM, TERESA	0			4		4					
	COFFMAN, BRYON	48			5		5					
	DRNJEVIC, DENNIS	22			6		6					
	DURBIN, JESSE	12			7		7					
	EDWARDS, JULIE				8		8					
	GERGENI, GARY	26			9		9					
	HITE, ROD	56			10		10					
	KESSLER, MATT	44			11		11					
	LENZ, LARRY	26			—		—					
	ONGMAN, SHARON	0			12		12					
	ORMAN, ROBERT	34			13		13					
	PATTERSON, GARY	0			14		14					
	PEARCY, DEREK	20			15		15					
	SIMPSON ROBERT	32			16		16					
	SLIFER, JEFF	32			17		Present					
	SWITS, DAVID	34			Absent		Absent					
	TATE, DON	40			18		17					
	WILLIAMS, LYNN	0			19		18					
	Carri Coy	0			20		19					
		0										

Shelby County Clerk - Jessica Fox

From: Brad Halbrook <info@shelbycountyrepublicans.com>
Sent: Tuesday, March 8, 2022 11:41 AM
To: Jessica Fox
Subject: District 10 Appoint

Jessica,

As chairman of the Shelby Co Republican Central Committee, please accept the following recommendation to fill the vacancy created by the resignation of Paul Canaday.

It is the recommendation for the Shelby County Republican Central Committee to appoint Cassandra "Cassi" Cox to County Board Dist 10. Cassi will make herself available for the appointment on Thursday March 10, 2022.

1505 N Douglas St
Shelbyville 62565
cassi@hopeforafuture.com
cassi.cox2011@gmail.com
217.474.2976

Sincerely,

Brad Halbrook
Shelby Co Republican Central Committee Chairman

STATE OF ILLINOIS)
) SS
SHELBY COUNTY)

OFFICIAL OATH

I, Cassi Cox, having been APPOINTED to the office of

SHELBY COUNTY BOARD DISTRICT #10

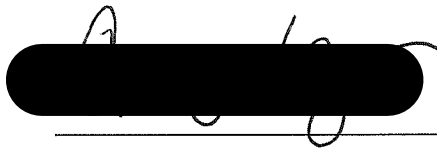
March 10, 2022 – November 30, 2022

(to fill the vacancy created by the resignation of Paul Canaday)

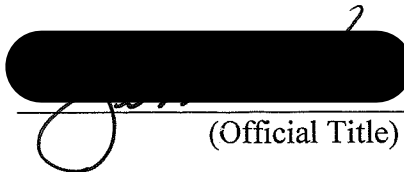
in the County of Shelby, in the State of Illinois, DO SOLEMNLY SWEAR or AFFIRM,
that I will support the Constitution of the United States of America and the Constitution
of the State of Illinois and will faithfully discharge the duties of the office of

SHELBY COUNTY BOARD DISTRICT #10

to the best of my ability.



Signed and Sworn To, or Affirmed before me this 10th day of March, A. D. 2022.


(Official Title)



Supreme Court of Illinois
ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS

Marcia M. Meis
Director

222 North LaSalle Street, 13th Floor
Chicago, IL 60601
Phone (312) 793-3250
Fax (312) 793-1335

February 24, 2022

Ms. Heather Wade, Chief Probation Officer
Shelby County Probation Department
301 East Main Street
Shelbyville, IL 62565

3101 Old Jacksonville Road
Springfield, IL 62704
Phone (217) 558-4490
Fax (217) 785-3905

Dear Ms. Wade:

The Administrative Office of the Illinois Courts (AOIC) received the Shelby County Probation Department's supplement to the County Fiscal Year 2022 Annual Probation Plan on January 6, 2022, requesting grants-in-aid funding for a new probation officer position.

As stated in the rational to the supplement request, currently the public service work/drug testing coordinator/cognitive behavioral program facilitator is a contractual position funded through Probation Services Fee Fund. The coordinator has recently announced her plans to retire. The loss of the public service work/drug testing coordinator will consequently shift those duties back to the CMO and the probation officer. If an additional probation officer position is approved, those duties could be assigned equally between all probation officers. Additionally, this would also allow \$24,692.41 currently being used from Probation Service Fees account to fund the coordinator to be used directly for offender services, e.g., court fact (an automatic virtual appointment system), treatment, transportation, education, cognitive behavioral programs, and evaluations.

It is also noted that the current pretrial officer also assists with pre-sentence investigations, social histories, and supervision of the juvenile caseload. However, that position is scheduled to be eliminated due to Shelby County being a part of Phase 1 for the Office of Statewide Pretrial Services pretrial implementation. Once the pretrial position is eliminated, the supervision of the juveniles, as well as social histories, will also shift back to the CMO and one probation officer.

After reviewing the supplement request and supporting documentation regarding the current caseload as well as the effects of losing the contractual position and pretrial officer, the Administrative Office of Illinois has approved the request for grants-in-aid funding for a probation officer with the position number 3000.

Sincerely,

[Redacted Signature]
Christine Boyd
Field Services Coordinator

[Redacted Signature]
Daniel S. Hunt
Assistant Director
Probation Services Division

FILED
MAR 14 2022
Jenna Fox
SHELBY COUNTY CLERK

- c: Honorable Douglas L. Jarman, Chief Circuit Judge, Fourth Judicial Circuit
Marcia Meis, Director
Honorable Bryon Coffman, Shelby County Board Chairperson

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT
2022-12**

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

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

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

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

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2023 for the purpose of offsetting a portion of the Public Transportation Program operating deficits of SHELBY COUNTY.

Section 2. That while participating in said operating assistance program, SHELBY COUNTY will provide all required local matching funds.

Section 3. That the SHELBY COUNTY BOARD CHAIRMAN of the SHELBY COUNTY SHELBY COUNTY is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY such application.

Section 4. That the SHELBY COUNTY BOARD CHAIRMAN of the SHELBY COUNTY SHELBY COUNTY is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the SHELBY COUNTY BOARD CHAIRMAN of the SHELBY COUNTY SHELBY COUNTY is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2023.

Section 6. That the SHELBY COUNTY BOARD CHAIRMAN of the SHELBY COUNTY SHELBY COUNTY is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2023.

PRESENTED and ADOPTED this 10th day of March 2022.

Signature of Authorized Official

Date

Attest

[Redacted Signature]

3/10/22

[Redacted Attest Signature]

Title

BRYON COFFMAN

Ordinance

ORDINANCE NUMBER 02022 CB 002
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN CHRISTIAN COUNTY, ILLINOIS for Fiscal year 2023, beginning on July 1, 2022 and ending on June 30, 2023.

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 Chairman of the CHRISTIAN County Board, this 15th day of February 2022 and deposited and filed in the office of the CHRISTIAN County Clerk of said County on that date.


Elected Board Members 16

PRESENT 13

AYE 13

NAY —


Clerk of CHRISTIAN County, Illinois


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, 2022 to June 30, 2023 and will be submitted for approval annually.

COUNTY OF SHELBY, a body politic and corporate

By:


Chairperson, Shelby County Board

ATTEST:


Shelby County Clerk

COUNTY OF CHRISTIAN, a body political and corporate

By:


Chairperson, Christian County Board

ATTEST:


Christian County Clerk

Ordinance

ORDINANCE NUMBER 22-02

AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION

IN MOULTRIE COUNTY, ILLINOIS for Fiscal year 2023, beginning on July 1, 2022 and ending on June 30, 2023.

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 10th day of February, 2022 and deposited and filed in the office of the Moultrie County Clerk of said County on that date.

Elected Board Members 9

PRESENT 8

AYE 8

NAY 0


Clerk of Moultrie County, Illinois


Chairman of Moultrie County, Illinois

ORDINANCE: 22-02
BOOK 1 PAGE 369

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, 2022 to June 30, 2023 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 MOULTRIE, a body political and corporate

By: 
Chairperson, Moultrie County Board

ATTEST:


Moultrie County Clerk

Ordinance

ORDINANCE NUMBER 2022-03
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MONTGOMERY COUNTY, ILLINOIS for Fiscal year 2023, beginning on July 1, 2022 and ending on June 30,
2023.

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 8th day of
February 2022 and deposited and filed in the office of the Montgomery County Clerk of said
County on that date.


Elected Board Members 21

PRESENT 18

AYE 18

NAY 0


Clerk of Montgomery County, Illinois


Chairman of Montgomery 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, 2022 to June 30, 2023 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 NUMBER 2022-03-08-A
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN FAYETTE COUNTY, ILLINOIS for Fiscal year 2023, beginning on July 1, 2022 and ending
on June 30, 2023.

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.

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, 2022 to June 30, 2023 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

Ordinance

ORDINANCE NUMBER 2022-001
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN CLAY COUNTY, ILLINOIS for Fiscal year 2023, beginning on July 1, 2022 and ending on June 30, 2023.

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, CLAY 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 CLAY County limits:

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

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

Section 2. The County Clerk of the County of CLAY 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 CLAY 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 CLAY County all required Grant Agreements with the Illinois Department of Transportation.


APPROVED by the Chairman of the CLAY County Board, this 8th day of February 2022 and deposited and filed in the office of the CLAY County Clerk of said County on that date.


Elected Board Members 14

PRESENT 12

AYE 12

NAY 0


Clerk of CLAY County, Illinois


Chairman of CLAY 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, 2022 to June 30, 2023 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

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 2023

July 1, 2022 to June 30, 2023

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, 2023 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 4th 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 schedules(s) of federal assistance;
7. The financial statement and schedule(s) of Federal assistance, showing the total expenditures for the federal Section 5311 program including the Downstate Operating Assistance funds;
8. The auditor's report on the study and evaluation of internal control systems which must identify the Grantee's significant internal accounting controls, and those controls designed to provide reasonable assurance that Federal Section 5311 program including Downstate Operating Assistance funds is being managed in compliance with laws and regulations.

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

Provider's Responsibilities:

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

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

ITEM 12 – REQUISITIONS, PAYMENTS AND COMPENSATION OF THE PROVIDER

Grantee's Responsibilities:

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

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

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

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

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

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

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

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

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

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

Provider's Responsibilities:

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

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

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

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

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

ITEM 13 - RIGHT OF GRANTEE/DEPARTMENT TO TERMINATE

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

ITEM 14 - PROJECT AUDIT

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

ITEM 15 - PROJECT SETTLEMENT AND CLOSE OUT

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

ITEM 16 - CONTRACT OF THE PROVIDER AND SUBCONTRACTS

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

ITEM 17 - COMPETITIVE BIDDING

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

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

ITEM 18 - THIRD PARTY CONTRACT CHANGES

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

ITEM 19 - PRE-BID REVIEW

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

ITEM 20 - ASSIGNMENT OF AGREEMENT

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

ITEM 21 - INDEMNIFICATION AND INSURANCE

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

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

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

ITEM 22 - NON-WAIVER

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

ITEM 23 - NON-COLLUSION

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

ITEM 24 - INDEPENDENCE OF GRANTEE

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

ITEM 25 - LABOR LAW COMPLIANCE

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

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

ITEM 26 - EQUAL OPPORTUNITY AND FAIR EMPLOYMENT PRACTICES

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

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

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

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

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

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

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

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

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

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

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

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

The illegality of sexual harassment

The definition of sexual harassment;

A description of sexual harassment, utilizing examples;

The Provider's internal complaint process including penalties;

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

Directions on how to contact the Department and Commission; and

Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

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

Section 1.1 (1/): the term "Subcontract" means any agreement, arrangement or understanding, written or otherwise between a contractor and any person (in which the parties do not stand in the relationship of any employer and an employee):

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

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

ITEM 27 - PAYMENT WITHHOLDING, DELAY, TERMINATION AND RECALL

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

The forgoing remedies shall become available to the Grantee if:

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

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

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

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

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

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

ITEM 28 - SERVERABILITY

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

ITEM 29 - PATENT RIGHTS

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

ITEM 30 - AMENDMENT

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

ITEM 31 - TITLES

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

ITEM 32 - SCHOOL BUS OPERATIONS

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

ITEM 33 - NON-CONSTRUCTION CONTRACTS

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act), "29 CFR Part 5, the following provisions shall be incorporated in all non-construction contracts of \$2,500 let by the Provider for the Project:

1. *Non-Construction Contracts* - The requirements of the clauses contained in 29 CFR Sec. 5.5(b) are applicable to any contract subject to the Overtime Provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Section 5.1. The Provider's contractor or subcontractor shall maintain basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of IDOT/DPIT, FTA, U.S. DOT, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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

ITEM 34 - SUBSTANCE ABUSE

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

ITEM 35 - PREFERENCE FOR RECYCLED PRODUCTS

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

ITEM 36 - DEBARMENT AND SUSPENSION

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

ITEM 37 - ENVIRONMENTAL, RESOURCE CONSERVATIONS, AND ENERGY REQUIREMENTS

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

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

Air Quality - The Provider agrees to comply with applicable requirements of Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act, "40 GFR Part 51, Sub-Part T; and Determining Conformity of Federal Actions to State and Federal Implementation Plans, 40 GFR Part 93. To support the requisite air quality conformity finding for the project, the Provider agrees to implement each air quality mitigation and control measure incorporated in the project. The Provider agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design and scope of the project set forth in the SIP.

EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit fleet buses, thus, the Provider should be aware that the following EPA regulations, among others, may apply to its project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicles Engines: Certification and Test Procedures," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

Use of Public Lands - No publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historical site of national, State, or local significance may be used for the project unless specific findings required by 49 U.S.C Section 303 are made by the U.S. DOT.

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

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

ITEM 38- CHARTER SERVICE OPERATIONS

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

ITEM 39 - PRIVACY

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

ITEM 40 - MATCHING FUNDS

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

ITEM 41 - FUNDING DELAY

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

ITEM 42 - MARKETING PLAN

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

ITEM 43 - REPORTS

Grantee's Responsibilities:

Reporting - The Grantee's PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee, and ii) annually, a written report to the IDOT/DPIT that is submitted with the Grantee's 4th 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:

- f. A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;

- g. 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;
- h. 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;
- i. 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
- j. Any additional information requested by the IDOT/DPIT.

Provider's Responsibilities:

Program Monitoring Reports – The Provider will actively monitor the project for compliance in accordance with the terms and conditions of the Agreement, together with appropriate rules and regulations, and/or guidelines that the Grantee or IDOT/DPIT may promulgate or implement. The Grantee must permit any agent authorized by the IDOT/DPIT, upon presentation of credentials, in accordance with all methods available by law, including full access to and to the right to examine any document, papers, and records either in hard copy or electronic, of the Grantee or Subgrantee involving transactions to this Agreement.

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

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

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

ITEM 44 – COMPLAINT AND RESOLUTION PROCESS

Grantee's Responsibilities:

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

Provider's Responsibilities:

The Provider shall develop and adhere to a complaint and resolution process in the event of a Grantee or Provider complaint. The Provider will be the recipient of all written complaints or concerns and shall communicate this to the Grantee or Program Compliance Oversight Monitor (PCOM). All complaints must be submitted to the Provider in writing and recorded on the Provider Complaint Procedure Form. The Provider upon receipt of the written complaint will contact the person or organization within three (3) working days to discuss the complaint. Follow-up contact will be made to the person or organization to seek a resolution of the complaint and the plan of action will be documented. The Provider will send a status report of all complaints, follow-ups, and resolutions to the Grantee and/or Program Compliance Monitor on a monthly basis by the fifteenth (15th) of the month to the attention of the Grantees authorized representative PCOM or, Board Chief Elected Official.

ITEM 45 - OFFICE, VEHICLE STORAGE

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

ITEM 46 – ACCESS TO RECORDS

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

ITEM 47 – FTA –FUNDED PROJECT EQUIPMENT

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

ITEM 48 – VEHICLE USAGE AND LEASE AGREEMENT

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

ITEM 49 – TERMINATION

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement, effective July 1, 2021 and expires June 30, 2022, to be made effective and executed as of the 11th day of March 2021, by their respective duly authorized officials. The duly authorized signatures below shall constitute acknowledgement and approval of both Parties acceptance of the Agreement's terms, conditions, assurances, budget, and exhibits.

Provider's Name and Address

C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION
1805 South Banker Street
Effingham, IL 62401

Grantee's Name and Address

SHELBY COUNTY, ILLINOIS
County Courthouse
301 E. Main Street
Shelbyville, IL 62665

By: _____

KEVIN M. BUSHUR, CHIEF EXECUTIVE OFFICER

Attest: _____

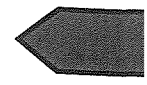
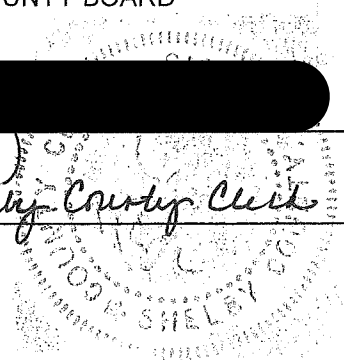
By: _____

By: _____

BRYON COFFMAN, CHAIRMAN
SHELBY COUNTY BOARD

Attest: _____

By: Shelby County Clerk



VEHICLE LEASE AGREEMENT BETWEEN

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

**EFFECTIVE DATE:
July 1, 2022**

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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, 2022 and termination at midnight on June 30, 2023. 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, 2023 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 by not limited to the date, time, place, and circumstances of the accident, the names and addresses of persons injured, the owners of the property damaged, and names and addresses of witnesses. Lessee, its agents and employees, shall cooperate fully with Lessor and the insurer in the investigation and defense of any claim or suit, and shall do nothing to impair or invalidate any applicable coverage.

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

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

SECTION 18
Drivers of Vehicle

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 fame 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
301 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:

By: _____

Shelby County

ATTEST:

LESSEE:

By: _____

C.E.F.S. EOC

ATTEST:

14-6	2002	1FDXE45F32HB40547	Shelby County	Ford	cutaway-14 passenger	14	23'2"	01/24/03	228,301
14-7	2002	1FDXE45F52HB40548	Shelby County	Ford	cutaway-14 passenger	14	23'2"	01/24/03	256,359
14-24	2002	1FDXE45F82HB40544	Shelby County	Ford	cutaway-14 passenger	14	23'2"	11/01/15	143,802
14-25	2002	1FDXE45F82HB40545	Shelby County	Ford	cutaway-14 passenger	14	23'2"	11/01/15	215,065
14-11	2003	1FDXE45F93HB88040	Shelby County	Ford	cutaway-14 passenger	14	23'2"	02/20/04	218,544
14-12	2003	1FDXE45F73HB88053	Shelby County	Ford	cutaway-14 passenger	14	23'2"	04/08/04	274,140
14-4	2008	1FD4E45P58DB34941	Shelby County	Ford	cutaway-14 passenger	14	23'2"	10/14/08	208,542
14-13	2009	FDFE45P39DA89606	Shelby County	Ford	cutaway-14 passenger	14	23'2"	05/06/10	245,633
14-15	2009	FDFE45P79DA89608	Shelby County	Ford	cutaway-14 passenger	14	23'2"	05/06/10	187,709
14-16	2009	FDFE45P99DA89609	Shelby County	Ford	cutaway-14 passenger	14	23'2"	05/06/10	182,761
6-1	2010	2D4RN4DE3AR405463	Shelby County	Dodge	mini-6 passenger	6	10'	12/09/10	124,641
14-17	2010	1FDDE4FS3ADB02247	Shelby County	Ford	cutaway-14 passenger	14	23'2"	01/27/11	122,647
14-18	2011	1FDDE4FSXBDA48351	Shelby County	Ford	cutaway-14 passenger	14	23'2"	01/25/11	193,155
14-20	2011	1FSFE4F4X0BDB26670	Shelby County	Ford	cutaway-14 passenger	14	23'2"	11/17/11	261,806
15-1	2011	1FDDE4FS6BDB26673	Shelby County	Ford	cutaway-15 passenger	15	23'2"	11/17/11	144,398
6-7	2012	2C4RDGCG3CR161269	Shelby County	Dodge	mini-6 passenger	6	10'	01/23/12	116,810
26-1	2013	1FDAF5GT2DEB78500	Shelby County	Ford	Bus-26 passenger	26	33'	06/03/14	91,038
26-2	2013	1FDAF5GT4DEB78501	Shelby County	Ford	Bus-26 passenger	26	33'	06/03/14	116,304
14-23	2014	1FDEE4FL9EDA86341	Shelby County	Ford	cutaway-14 passenger	14	23'2"	08/14/14	143,590
6-10	2014	2C7WDGCG9ER422106	Shelby County	Dodge	mini-6 passenger	6	10'	09/18/14	105,149
14-27	2016	1FDDE4FS1GDC55301	Shelby County	Ford	cutaway-14 passenger	14	23'2"	7/20/2016	70,397
14-28	2016	1FDDE4FS6GDC57075	Shelby County	Ford	cutaway-14 passenger	14	23'2"	7/20/2016	81,611
14-29	2016	1FDDE4FS3GDC49371	Shelby County	Ford	cutaway-14 passenger	14	23'2"	8/28/2016	76,082
14-30	2016	1FDDE4FS3GDC49368	Shelby County	Ford	cutaway-14 passenger	14	23'2"	8/28/2016	107,189
14-31	2016	1FDDE4FS1GDC49367	Shelby County	Ford	cutaway-14 passenger	14	23'2"	8/28/2016	76,497
14-32	2016	1FDDE4FS1GDC49370	Shelby County	Ford	cutaway-14 passenger	14	23'2"	8/28/2016	75,054
26-4	2016	1FDAF5GT7GEB99220	Shelby County	Ford	Bus-26 passenger	26	33'	8/15/2016	40,563
26-5	2016	1FDAF5GT9GEC26773	Shelby County	Ford	Bus-26 passenger	26	33'	8/15/2016	46,097
14-33	2017	1FDDE4FS5HDC70983	Shelby County	Ford	cutaway-14 passenger	14	23'2"	12/19/17	59,987
14-34	2017	1FDDE4FS1HDC70978	Shelby County	Ford	cutaway-14 passenger	14	23'2"	12/19/17	40,423
6-18	2017	2C7WDGBG3HR797981	Shelby County	Dodge	mini- 5 passenger	5	10'	11/21/17	22,567
6-19	2017	2C7WDGBG1HR819847	Shelby County	Dodge	mini- 5 passenger	5	10'	11/22/17	41,154
6-20	2017	2C7WDGBG9HR797936	Shelby County	Dodge	mini- 5 passenger	5	10'	11/23/17	19,696
14-38	2018	1FDDE4FS4JDC36488	Shelby County	Ford	cutaway-14 passenger	14	23'2"	09/28/18	41,684
14-39	2018	1FDDE4FS2JDC36490	Shelby County	Ford	cutaway-14 passenger	14	23'2"	09/28/18	53,680
14-44	2021	1FDDE4FN1MDC02121	Shelby County	Ford	cutaway-14 passenger	14	23'2"	11/22/20	7,968
14-45	2021	1FDDE4FN9MDC01136	Shelby County	Ford	cutaway-14 passenger	14	23'2"	11/22/20	2,118
14-46	2021	1FDDE4FN0MDC01137	Shelby County	Ford	cutaway-14 passenger	14	23'2"	11/22/20	7,305
14-47	2021	1FDDE4FN2MDC02127	Shelby County	Ford	cutaway-14 passenger	14	23'2"	11/22/20	6,998
14-48	2021	1FDDE4FN0MDC01143	Shelby County	Ford	cutaway-14 passenger	14	23'2"	11/22/20	7,122
									6/30/21

INOPERABLE

14-5	1994	1FDKE30M6RHB40028	Shelby County	Ford	cutaway-14 passenger	14	23'2"	10/01/94	247,684
6-3	2008	1GBDV13W48D128453	Shelby County	Chew	mini-6 passenger	6	10'	12/14/07	168,496
14-3	2008	1FD4E45P38DB34940	Shelby County	Ford	cutaway-14 passenger	14	23'2"	10/14/08	25,449
14-14	2009	FDFE45P59DA89607	Shelby County	Ford	cutaway-14 passenger	14	23'2"	05/06/10	269,594
14-22	2014	1FDEE4FL9EDA86338	Shelby County	Ford	cutaway-14 passenger	14	23'2"	08/14/14	121,209

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



Bryon Coffman
Chair, Shelby County Board

3/10/2022

Date

County of Effingham

By: _____

James Niemann
Chair, Effingham County Board

Date

Ordinance

ORDINANCE NUMBER 22-01-"O"

AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION

IN SHELBY COUNTY, ILLINOIS for Fiscal year 2023, beginning on July 1, 2022 and ending on June 30, 2023.

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 10th day of March 2022 and deposited and filed in the office of the Shelby County Clerk of said County on that date.


Elected Board Members 22

PRESENT 20

AYE 20

NAY 0


Clerk of Shelby County, Illinois


Chairman of Shelby County, Illinois

RESOLUTION



2022-13

WHEREAS, The County of Shelby, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Shelby, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

WINDSOR TOWNSHIP

PERMANENT PARCEL NUMBER: 2409-36-10-111-002

As described in certificates(s) : 201200239 sold December 2013

and it appearing to the County Board that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Kenneth Mark Owens, Lara Dee Owens, has bid \$818.00 for the County's interest, such bid having been presented to the County Board at the same time it having been determined by the County Board and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$68.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$818.00.

WHEREAS, your County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS, that the Chairman of the Board of Shelby County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Shelby County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll-call vote this 10th day of March, 2022
voice

ATTEST

CLERK

SALE TO NEW OWNER

COUNTY BOARD CHAIRMAN

03/03/2022

Shelby County Monthly Resolution List - March 2022

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
03-22-001	0721012J	SAL	KENNETH MARK OWENS	2409-36-10-111-002	818.00	0.00	0.00	68.00	450.00	0.00	300.00
Totals					\$818.00	\$0.00	\$0.00	\$68.00	\$450.00	\$0.00	\$300.00
					Clerk Fees						
					\$0.00						
					Recorder/Sec of State Fees						
					\$68.00						
					Total to County						
					\$368.00						
Committee Members											

**Shelby County March 2022 Resolutions
Disbursement Breakdown**

Resolution # 03-22-001 Account # 0721012J Parcel # 2409-36-10-111-002

3/3/2022	Check # 339	Shelby County Collector	
	4 1/2 Month Notice Fee		6.48
	Circuit Clerk Mail - WITWICKI, MICHAEL		6.74
	Newspaper Publication		14.34
	Sheriff Mail - WITWICKI, MICHAEL		6.74
	Sheriff Mail Fee - Bulk		0.45
	Surplus Funds After All Fees Paid		265.25
	Total		\$300.00

3/3/2022	Check # 340	Shelby County Recorder	
	Quit Claim Recording Fee		68.00
	Total		\$68.00

Total Amount Disbursed	\$368.00
-------------------------------	-----------------

Total Amount Disbursed for All Accounts	\$368.00
--	-----------------



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☐ Yes ☐ No

Resolution Type

Original

Resolution Number

2022-14

Section Number

22-00290-00-BI

BE IT RESOLVED, by the Board

Governing Body Type

of the County

Local Public Agency Type

of Shelby County

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
County Wide	Various			

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

2022 NBIS Bridge Inspections

2. That there is hereby appropriated the sum of Eighty-five Thousand Dollars and Zero Cents

Dollars (\$85,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Jessica Fox

Name of Clerk

County

Local Public Agency Type

Clerk in and for said County

Local Public Agency Type

of Shelby County

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

Governing Body Type

of Shelby County

Name of Local Public Agency

at a meeting held on March 10, 2022

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of March, 2022

Day

Month, Year

(SEAL)



Clerk Signature

Date

[Redacted Signature]

3/10/22

Approved

Regional Engineer

Department of Transportation

Date

[Redacted Signature]

03/16/22

SHELBY COUNTY BOARD RESOLUTION TO ELECT STANDARD ALLOWANCE UNDER THE AMERICAN RESCUE PLAN ACT (ARPA)

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Shelby County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, guidance in the U.S. TREASURY INTERIM FINAL RULE, defined multiple expense categories including formulas to demonstrate the impact of the public health emergency COVID 19 had on Shelby County revenues, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE, with further clarification of rules, processes, reporting and tracking requirements and significant changes to the process for determining recipient Lost Revenue, and

WHEREAS, U.S. TREASURY FINAL RULE provides the continued use of the aforementioned formula or provides for Shelby County to claim a Standard Allowance consisting of the lesser of ten million dollars (\$10,000,000) or the total full funds provided to Shelby County by the U.S. TREASURY in both tranches, and

WHEREAS, funds claimed by Shelby County as Lost Revenue may be used for all purposes under Government Services as defined by the U.S. TREASURY INTERIM FINAL RULE and as expanded by the U.S. TREASURY FINAL RULE, and

WHEREAS, recovered Lost Revenue funds may not be used for to establish reserve funds, resolve debt incurred prior to March 3, 2021, offset changes in taxes levied, make bulk payment to pension funds, or make payment on court directed settlements and must be accounted in the periodic reports required by the U.S. TREASURY INTERIM FINAL REPORT and facilitated by Bellwether LLC.

NOW THEREFORE, the Shelby County Board elects the Standard Allowance method of calculating Lost Revenue for Shelby County and henceforth shall regard \$4,202,151.00 as recovered Lost Revenue subject to the rules, reporting and tracking requirements defined in U.S. TREASURY FINAL RULE and hereby ordains the following:

1. The Shelby County Treasurer shall collaborate with Bellwether LLC to identify and reclassify prior approved obligations and expenditures for ARPA funds and prepare draft ordinance for board action of the same.
2. Further projects using Recovered Lost Revenue shall continue to be reviewed for eligibility by Bellwether LLC and approved by ordinance by the Shelby County Board using the established processes.
3. The Shelby County Treasurer shall define accounting procedures to record uses of funds derived from Recovered Lost Revenue and shall provide the Shelby County Board with monthly reports reflecting fund balance, obligations and expenditures.
4. Departments engaging in project funded through Recovered Lost Revenue shall maintain records and provide information to the Shelby County Treasurer and / or Bellwether LLC to properly prepare required reporting as defined by the U.S. TREASURY FINAL RULE.

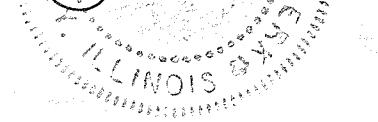
March 10, 2022



Bryon Coffman, Chairman of the County Board



Attest: Jessica 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
WEBSITE: www.cefseoc.org

KEVIN BUSHUR
Chief Executive Officer

March 10, 2022

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 if there are any questions.

John Gillmore
Program Manager

Enclosures

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-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total
Number of Days of Service	22	22	22	21	21	19	21						148
Number of Trips	471	804	917	853	948	722	787						5,502
Number of Vehicles	9	10	12	10	10	14	11						
Revenue Vehicle Hours	337	385	385	418	452	433	541						2,951
Revenue Vehicle Miles	5,678	6,036	6,500	6,267	7,026	6,197	6,541						44,245
DOAP Revenues													\$0
5311 Revenues													\$0
Contract Revenues	\$306	\$306	\$0	\$200	\$0	\$0	\$185						\$0
Fares	\$595	\$1,784	\$1,642	\$1,196	\$1,299	\$804	\$1,286						\$997
System Expenses	\$13,730	\$21,433	\$24,920	\$19,829	\$25,439	\$28,040	\$26,461						\$8,606
Net Revenues	-\$12,829	-\$19,343	-\$23,278	-\$18,433	-\$24,140	-\$27,236	-\$24,990	\$0	\$0	\$0	\$0	\$0	\$159,852
Ridership	30	53	46	45	48	42	44						-\$150,249
Trip Denials	2	1	6	3	4	0	1						308
Trip Denied but Provided	0	0	0	0	0	0	0						27
Cost per Trip	\$29.15	\$26.56	\$27.18	\$23.25	\$26.83	\$38.84	\$33.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.05
Cost per Hour	\$40.74	\$55.57	\$64.73	\$47.44	\$56.28	\$64.76	\$48.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.17
Cost per Mile	\$2.42	\$3.55	\$3.83	\$3.16	\$3.62	\$4.52	\$4.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.61
Maintenance of Vehicles	4	8	2	6	1	2	3						26
Maintenance of Facilities	0	0	0	0	0	0	0						0
New Service Contracts	0	0	0	0	0	0	0						0
Overtime Hours	15	8	21	21	12	19	5						101
Complaints	0	0	0	0	0	0	0						0
Vehicle Accidents	0	0	0	0	0	0	0						0
Mobility Index Outcomes/Efforts	0.021	0.036	0.041	0.038	0.042	0.032	0.035	0.000	0.000	0.000	0.000	0.000	0
Annualized Mobility Index	0.253	0.342	0.392	0.408	0.429	0.422	0.422	0.369	0.328	0.295	0.268	0.246	0.246
(Note - Annual Goal is .69)													

Daily Management Statistics Report

C.E.F.S. Eco. Opp. Corp.

01/01/2022 - 01/31/2022

Shelby

Days of Service:	21
Invoice Revenue:	\$151.44
Fares Collected:	\$290.00
Total Revenue:	\$441.44
Service Miles:	6541
Non-Service/Admin Miles:	2,238
Service Hours:	541.44998
NonService Hours:	5.3
Total Billable Riders:	417
Average Revenue Per Ride:	\$1.06
Average Miles Per Ride:	15.7
Average Hours Per Ride:	1.2984
Average Rides Per Hour:	0.7702
Average Rides Per Day:	19.9
Average Service Miles Per Day:	311.5
Average Service Hours Per Day:	25.8
Average Revenue Per Day:	\$21.02
Total Passenger Trips	786
NonBillable No Shows:	11
Rider Cancels:	340
Subscription Rides:	285
Demand Rides:	132
Immediate Rides:	14
In Area Rides:	417
Out of Area Rides:	0
In County Rides:	408
Out of County Rides:	9
Unduplicated Riders:	44
Denied Rides:	1
Ambulatory Rides:	337
Non Ambulatory Rides:	80
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	0.0
Trainee Hours:	0.0
Fuel Cost:	\$2,488.23
Gallons Fuel:	719.8
Fuel Cost Per Gallon	\$3.46

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION **TREASURER'S REPORT** **February 28, 2022**

Beginning Balance	January 31, 2022	
Deposits		
Arrow Energy--Credit Card Fuel Sales	\$	2,500.38
Fuel Sales--Cash & Check	\$	945.37
Rent	\$	3,200.00
Shelby County Aviation--Ameren ID	\$	603.66
Bank Interest	\$	1.35
	\$	<u>7,250.76</u>
	\$	27,981.51

Bills Received and Paid		
Shelby County Aviation--FBO February, 2022	\$	3,500.00
Shelby Electric Cooperative	\$	870.74
Steve Wempen--Bookkeeping February, 2022	\$	200.00
Ameren Illinois	\$	698.80
Illinois Department of Revenue--Sales Tax Payment	\$	498.00
John Deere Financial--New Tractor Payment 22 of 84	\$	751.36
City Area Water Sewer Department	\$	27.11
Consolidated Communications	\$	288.07
Battery & Starter Specialists--2 Batteries for Snow Plow	\$	210.00
Shelbyville Ace Hardware--Building Maintenance	\$	13.58
Sarco Hydraulics & Equipment, Inc.--Snow Plow Maintenance	\$	327.06
Shelby County Aviation--2 New Flags	\$	47.87
Big D's Septic Service--Service Contract	\$	245.00
	\$	<u>7,677.59</u>
	\$	20,303.92

Shelby County State Bank	\$	20,303.92
First Federal Savings and Loan	\$	386.15
Farm Agency Account	\$	85,294.12
Gas Receivable	\$	1,443.41
Rent Receivable	\$	240.00
Cash On Hand	\$	240.00
Certificates of Deposit	\$	<u>21,519.76</u>
	\$	129,427.36

FILED
MAR 10 2022

Jamie Berk
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

February 7, 2022

Members present at meeting:

Commissioners--John Hall, Rick Brown, Walt Lookofsky, Steve Wempen

County Board Members--

Airport Manager--Scott Jefson

Others Present--

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.

The Treasurer's report was read by all. Walt made a motion to approve the Treasurer's Report. It was seconded by John and approved by all saying aye.

Bills Presented

City Area Water-Sewer Department	\$	27.11
Battery & Starter Specialists--2 Batteries for Snow Plow	\$	210.00
Shelby County Aviation--2 New Flags	\$	47.87
Shelbyville Ace Hardware--Building Maintenance	\$	13.58
Big D's Septic Service--Service Contract	\$	245.00

John makes a motion to accept the bills as presented. Walt seconded it and it was approved by all saying aye.

Steve mentions needing to make a motion to purchase the new fuel hose and reel. Steve asks Scott if the list of hangar renters is still correct and Scott said that it was. Steve then said he would send it over to Debbie Dunaway.

Rick asks about Garrett Wasson and Scott said he had purchased Sam Durbin's plane and that he was currently taking flying lessons but hadn't soloed yet. Scott also mentioned Garrett purchasing two additional planes. Scott explains that they're in the process of starting a flying club and that Garrett was considering putting one of them in the club. Some discussion on the flying club ensued and also that he was going to face time with someone at AOPA who helps with forming flying clubs, to discuss what all needed to be done to get it started. Scott said they have about ten people interested at present but until it is set up and legal, they can't really do anything.

Managers Report

Scott said we sold a lot of fuel and had to buy another load. Scott said as previously mentioned there's been a lot of activity with the new flying club and that he handed it over to Paul Canaday to head up but someone else would probably be president once the club is formed. Some more discussion on a new flying club ensued.

Scott mentions Garrett Wasson purchasing two more planes so the two empty hangars will be taken. A person from Decatur, who has a home built, is interested in the club and would like to get a hangar here. Scott mentions Wyatt Jesse purchasing another plane, a Aeronca 7fc, that he will be putting together and that Wyatt would need another hangar. Scott said we now have a waiting list again so we need to watch the price of steel, because of needing the new hangars we had to postpone.

Scott mentions having a lot of issues with the snow plow. He had to take it to Litchfield to Sarco's to have it repaired so he had to get the snow thrower out to clear snow. Scott said he needed to get the runway cleared for a pilot flying in on Saturday. After talking to Steve, Scott said he called Fox's and they came out with four pickup trucks with blades and plowed the runway, taxiway A and a circle up on the ramp so there was access to the fuel. Scott said he put him in one of the empty hangars, so his block heater would work and he flew out Sunday morning. Scott also said another pilot flew in Sunday and was surprised to find the runway open.

The new weather station is up and running so you can check the airport weather on your iPhone.

The new tires for the tractor have been ordered, but are on back order so not sure when they'll be here.

Scott mentions the new taxiway lights came in and that he had gotten two of them replaced. Scott also mentions needing a loader on the tractor when the snow plow broke down. A short discussion on a loader ensued. Scott said that Fox's mentioned being interested in having a contract with the airport for snow removal, but he wasn't sure about depending on someone else. John mentioned there would probably be some liability issues too. Steve said the contract could cost more than the maintenance on the snow plow and also that Scott doing the plowing, there would be less chance of hitting a runway light. Availability of some airplane parts and filters has become an issue like a lot of other products during the pandemic. Scott also mentioned the jet fuel pump was not working again and a large helicopter was here from CHI Aviation and they could weight the fuel and ended up getting 355 gallon.

End of Managers Report

New Business

Rick mentions the a new hose and reel. Some discussion ensued on a new reel. Rick made a motion the purchase a new 75 ft. hose and reel John second it and it was approve by all saying aye.

Old Business

Rick also mentions central air and needing to do something. A short discussion on the air-conditioning options ensued.

Steve asks Scott if he could use some 24" X 48" LED ceiling lights that set on top of grid, that he had access to eight or more fixtures and Scott said he would put them in his shop.

Rick made a motion to purchase a central air unit from Macaries. John second it and it was approved by all saying aye. Rick said he would call them.

Scott mentioned calling Hanson's and asking if we need to weed eat up and down the runway and taxiway before they do the maintenance job because the grass has grown up on the asphalt somewhat.

Some discussion ensued on the issue and it was decided that it was probably included in the job.

Scott also mentions the window units for the hangar doors again,

Rick asks if we would lose some entitlement money since we postponed the hangar project and Steve said that we'll transfer our entitlement to another airport and then get it back when we need it.

Scott mentioned Arrow Energy asking us if we wanted to stay Phillips Branded and after some discussion it was decided that we didn't need that. Arrow had said they were going to unbrand us because we didn't purchase enough Jet A, but they had not done anything yet.

Rick 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-22	Balance Shelby County State Bank				\$ 20,730.75
6036	1-Feb-22	Shelby County Aviation--FBO February, 2022	022-5210-12-023	\$ 3,500.00		\$ 17,230.75
6037	1-Feb-22	John Deere Financial--Payment #22 of 84	022-5455-12-023	\$ 751.36		\$ 16,479.39
	3-Feb-22	Arrow Energy--Deposit			\$ 581.07	\$ 17,060.46
	7-Feb-22	Illinois Dept. of Revenue EDI Payment--Sales Tax		\$ 498.00		\$ 16,562.46
6038	7-Feb-22	Shelby Electric Cooperative	022-7800-12-023	\$ 870.74		\$ 15,691.72
6039	7-Feb-22	Shelby County Aviation--Flags	022-7000-12-023	\$ 47.37		\$ 15,643.85
6040	8-Feb-22	City Area Water-Sewer	022-7800-12-023	\$ 27.11		\$ 15,616.74
6041	10-Feb-22	Sarco Hydraulics & Equipment, Inc.--Snow Plow Repair	022-7441-12-023	\$ 327.06		\$ 15,289.68
	11-Feb-22	Arrow Energy--Deposit			\$ 640.92	\$ 15,930.60
6042	12-Feb-22	Ameren IP--SCA 37528 \$507.55, Airport 06211 \$191.25	022-7800-12-023	\$ 698.30		\$ 15,231.80
6043	12-Feb-22	Battery & Starter Specialists--2 Batteries for Snow Plow	022-7441-12-023	\$ 210.30		\$ 15,021.80
6044	12-Feb-22	Big D's Septic Service--Service Contract	022-7444-12-023	\$ 245.30		\$ 14,776.80
6045	12-Feb-22	Shelbyville Ace Hardware--Building Maintenance	022-7444-12-023	\$ 13.58		\$ 14,763.22
	18-Feb-22	Arrow Energy--Deposit			\$ 968.59	\$ 15,731.81
6046	25-Feb-22	Steve Wempen--Bookkeeping February, 2022	022-5220-12-023	\$ 200.30		\$ 15,531.81
6047	25-Feb-22	Consolidated Communications	022-7800-12-023	\$ 288.37		\$ 15,243.74
	25-Feb-22	Rent--J Livesay \$125, G Wasson \$115, A Gherhold \$230				
		J Crane \$230, D Gherardini \$690, W Jesse \$230				
		J Green \$115, J Weber \$125, B Brunken \$115				
		D Kroenlein \$115, R Spain \$345, K Harshman \$115				
		S Wempen \$230, B Northern \$230, K Best \$125				
		R Hainberger \$65				
		Fuel \$945.37 SCA Amaren \$603.66 Rent \$3200			\$ 4,749.03	\$ 19,992.77
	25-Feb-22	Arrow Energy--Deposit			\$ 309.80	\$ 20,302.57
	28-Feb-22	Bank Interest			\$ 1.35	\$ 20,303.92
		Board Meeting March 7, 2022				

February 28, 2022

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February, 2022

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Shelby County Airport and Landing Field Commission

Jet Fuel Sales 2021/22

DATE	QUANTITY	CUSTOMER INVOICE		PRICE	CREDIT CD	CHARGE	CASH
8-Sep-21	60.70	Credit Card Customer	3337	\$ 3.15	\$ 191.20	\$ -	\$ -
15-Sep-21	101.82	Credit Card Customer	3363	\$ 3.15	\$ 320.73	\$ -	\$ -
TOTAL	162.52				\$ 511.93	\$ -	\$ -
			TOTAL				\$ 511.93
					TOTAL		\$ 511.93
1-Oct-21	4.00	Credit Card Customer	3396	\$ 3.15	\$ 12.60	\$ -	\$ -
14-Oct-21	158.78	Credit Card Customer	3425	\$ 3.15	\$ 500.16	\$ -	\$ -
14-Oct-21	158.72	Credit Card Customer	3426	\$ 3.15	\$ 499.97	\$ -	\$ -
14-Oct-21	158.75	Credit Card Customer	3427	\$ 3.15	\$ 500.06	\$ -	\$ -
14-Oct-21	85.11	Credit Card Customer	3428	\$ 3.15	\$ 268.10	\$ -	\$ -
14-Oct-21	158.74	Credit Card Customer	3429	\$ 3.15	\$ 500.03	\$ -	\$ -
14-Oct-21	158.75	Credit Card Customer	3430	\$ 3.15	\$ 500.06	\$ -	\$ -
14-Oct-21	158.74	Credit Card Customer	3431	\$ 3.15	\$ 500.03	\$ -	\$ -
14-Oct-21	76.62	Credit Card Customer	3432	\$ 3.15	\$ 241.36	\$ -	\$ -
14-Oct-21	158.82	Credit Card Customer	3433	\$ 3.15	\$ 500.28	\$ -	\$ -
19-Oct-21	150.89	Credit Card Customer	3443	\$ 3.15	\$ 475.30	\$ -	\$ -
19-Oct-21	71.33	Credit Card Customer	3444	\$ 3.15	\$ 224.69	\$ -	\$ -
27-Oct-21	4.00	Credit Card Customer	3457	\$ 3.15	\$ 12.60	\$ -	\$ -
Total	1503.25				\$ 4,735.23	\$ -	\$ -
			Total				\$ 4,735.23
YTD	1665.77					YTD	\$ 5,247.16
1-Nov-21	0.36	Don Gherardini	3475	\$ 3.10	\$ -	\$ 1.12	\$ -
3-Nov-21	66.96	Credit Card Customer	3482	\$ 3.15	\$ 210.92	\$ -	\$ -
30-Nov-21	79.82	Credit Card Customer	3537	\$ 3.15	\$ 251.43	\$ -	\$ -
Total	147.14				\$ 462.35	\$ 1.12	\$ -
			Total				\$ 463.47
YTD	1812.91					YTD	\$ 5,710.63
2-Dec-21	158.00	Credit Card Customer	3543	\$ 3.15	\$ 497.70	\$ -	\$ -
7-Dec-21	5.76	Credit Card Customer	3560	\$ 3.15	\$ 18.14	\$ -	\$ -
Total	163.76				\$ 515.84	\$ -	\$ -
			Total				\$ 515.84
YTD	1976.67					YTD	\$ 6,226.47
7-Jan-22	5.00	Credit Card Customer	3605	\$ 3.15	\$ 15.75	\$ -	\$ -
11-Jan-22	10.00	Credit Card Customer	3618	\$ 3.15	\$ 31.50	\$ -	\$ -
22-Jan-22	355.00	CHI Aviation	3630	\$ 3.15	\$ -	\$ 1,118.25	\$ -
24-Jan-22		Flow Test	3633				
24-Jan-22		Flow Test	3634				
24-Jan-22		Flow Test	3635				
Total	370.00				\$ 47.25	\$ 1,118.25	\$ -
			Total				\$ 1,165.50
YTD	2346.67					YTD	\$ 7,391.97
7-Feb-22	4.80	Matt Figgins	3653	\$ 3.74	\$ -	\$ 17.96	\$ -
27-Feb-22	130.65	Credit Card Customer	3671	\$ 3.79	\$ 495.16	\$ -	\$ -
27-Feb-22	131.06	Credit Card Customer	3672	\$ 3.79	\$ 496.72	\$ -	\$ -
27-Feb-22	131.04	Credit Card Customer	3673	\$ 3.79	\$ 496.64	\$ -	\$ -

[illegible]

SHELBY COUNTY AIRPORT

100LL COST OF SALES REPORT 2021-2022

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	1754.36	\$ 4.50		\$ 6,704.59	\$ 1,184.92	\$ 10.19	\$ 7,899.70	\$ 4.00	\$ 4.25	\$ 176.80	\$ 7,626.83	\$ 272.87
October	2270.70	\$ 4.61		\$ 8,692.93	\$ 486.51	\$ 1,282.35	\$ 10,461.79	\$ 4.11	\$ 4.37	\$ 221.24	\$ 10,137.11	\$ 324.68
November	1231.87	\$ 4.81		\$ 4,959.05	\$ 945.12	\$ 12.02	\$ 5,916.19	\$ 4.26	\$ 4.53	\$ 143.56	\$ 5,719.31	\$ 196.88
December	1265.54	\$ 4.86		\$ 4,436.21	\$ 1,515.88	\$ 92.63	\$ 6,144.72	\$ 4.34	\$ 4.61	\$ 136.70	\$ 5,961.04	\$ 183.68
January	1522.57	\$ 4.87		\$ 2,720.19	\$ 355.86	\$ 4,335.22	\$ 7,411.27	\$ 4.26	\$ 4.53	\$ 92.84	\$ 6,984.37	\$ 426.90
February	623.06			\$ 2,823.90	\$ 208.23	\$ -	\$ 3,032.13	\$ 4.08	\$ 4.33	\$ 96.71	\$ 2,789.12	\$ 243.01
March												
April												
May												
June												
July												
August												
YTD TOTAL	8668.10		-	\$ 4,796.52	\$ 5,732.41	\$ 40,865.80				\$ 845.86	\$ 39,217.78	\$ 1,648.02

\$30 Monthly Fee Included in Arrow Fee Above

JET A COST OF SALES REPORT 2021-2022

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW/FEE	TOTAL COST	NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH						
September	162.52	\$ 3.15	\$ 511.73	\$ -	\$ -	511.73	\$ 2.27	\$ 2.41	\$ 15.75	\$ 402.72	\$ 109.01
October	1503.25	\$ 3.15	\$ 4,735.23	\$ -	\$ -	4,735.23	\$ 2.27	\$ 2.41	\$ 104.18	\$ 3,729.83	\$ 1,005.40
November	147.14	\$ 3.15	\$ 462.35	\$ 2.12	\$ -	463.47	\$ 2.27	\$ 2.41	\$ 5.25	\$ 364.13	\$ 99.34
December	163.76	\$ 3.15	\$ 515.84	\$ -	\$ -	515.84	\$ 2.27	\$ 2.41	\$ 11.71	\$ 406.68	\$ 109.16
January	376.00	\$ 3.15	\$ 47.25	\$ -	\$ 1,118.25	1,165.50	\$ 2.27	\$ 2.41	\$ 1.09	\$ 893.49	\$ 272.01
February	427.32	\$ 3.79	\$ 2,601.35	\$ 17.96	\$ -	1,619.31	\$ 2.27	\$ 2.41	\$ 34.43	\$ 1,065.07	\$ 554.24
March	0.00	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
April	0.00	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
May	0.00	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
June	0.00	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
July	0.00	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
August	0.00	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
YTD TOTAL	2773.99		\$ 7,873.75	\$ 19.08	\$ 1,118.25	9,011.08			\$ 171.40	\$ 6,861.92	\$ 2,149.16

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
SHELBYVILLE, IL.

BOARD MEETING AGENDA

March 7, 2022

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**

Law Enforcement Committee Meeting Agenda

March 3rd, 2022 at 9:00 a.m.

Shelby Co. Sheriff's Office

1. Approval of Minutes of February Meeting
2. Old Business
3. Fleet Status – Vehicle Order
4. 2nd Amendment Preservation Act Ordinance
5. Jail Report
6. State's Attorney's Report
7. New Business
8. Public Comments
9. Review Expenditures

Shelby County Law Enforcement Committee meeting at the Detention Center

Meeting Agenda and Minutes for March 3,2022

Meeting was called to order at 9:06 by Sheriff McReynolds

Present were Sheriff McReynolds, Detention Manager Burkhead, ASA Scott

Committee members Jeff Slifer & Gary Patterson, Derek Percy-absent

Public: Theresa Boehm

1. Approval of Minutes of February meeting-Jeff moved and Gary seconded to approve. All in favor.
2. Old Business-Gun Surplus Bids were presented. High Bid was from Locked and Loaded in Pana at \$8,200. Two other businesses and an individual also bid. New service weapons are ordered. Jeff asked about the fuel system and it was down for a short time one day to replace the hose and working fine.
3. Fleet Status-Vehicle Order-The Sheriff is analyzing the fleet and considering selling or trading surplus cruisers for a new unit. The Oldest unit is 2013 with approximately 140,000 miles. Two units have been replaced after they were totaled in accidents. The current budget line balance for vehicles is \$-9,451 and \$33,808 has been received from the insurance which is not included. The Budgeting and replacement of a unit was discussed. No decision has been made yet.
4. 2nd Amendment Preservation Act Ordinance—The resolution presented at the February Board meeting by Stan Schutte was discussed. The Sheriff has received 4 similar resolutions from surrounding Counties and waiting for a 5th. This was discussed with Stan by the ASA Scott, Sheriff, and Committee. We are all going to review this resolution and meet again at the April LEC to discuss updates.
5. Jail report—Daine and Jay reported that they have had a lot of arrests, good convictions, and have many cases coming up. Currently have 32 in detention. 3 were just transferred to the DOC, 4 are currently awaiting transfer. The State currently owes us \$66,045 for holding DOC transfers. They have not paid yet and we are adding more every month. The current meal contract with the Hospital is expiring in August and they will be taking new bids soon.
6. State's Attorney report It was given with the Jail report
7. New Business—Deputy Hadley is starting his 2 week full time Academy, Deputy Wade is half way thru the full time Academy. Both are doing well in training.
8. Public Comments—None
9. Review Expenditures-This was done

Motion by Gary and 2nd by Jeff to adjourn at 12:16. All in favor

Minutes submitted by Gary Patterson

-

FILED
MAR 04 2022
Jamie Fox
SHELBY COUNTY CLERK

2/23/2022 ANIMAL CONTROL

1. MEETING OPENED 9:00 A.M.
2. THOSE PRESENT BRAD HUDSON, ROBERT SIMPSON, DOC SPESARD, JEFF SLIFER, LYN WILLIAMS, NATILIE NAVE
3. REVIEWED BILLS AND APPROVED ROBERT MOTION JEFF 2nd MOTION PASSED
4. MOTION MADE BY JEFF TO HAVE BRAD ATTEND BATON / BITESTICK TRAINING AT HIS CONVIENCE, 2nd ROBERT MOTION PASSED
5. DISCUSSION ON COMP TIME / OVERTIME
6. MOTION TO ADJOURN 11:00 A.M. JEFF / ROBERT

FILED

FEB 23 2022

Jessie Cox
SHELBY COUNTY CLERK

3-8-22

Health Dept.

9:10

L. Williams

J. Slifer

R. White

J. Durbin

K. Barr

A Williams motion to pay bills
as presented

2nd K Barr

Motion adj - R. White

all in favor 9:14

Reviewed by
Health Committee

W.B.

J.S.

R.H.

(2)

J.D.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Shelby County Zoning Committee will meet on March 2, 2022, at 10:00 a.m. The meeting will be held in the Zoning Office of Shelby County at 315 1/2 E Main St. Shelbyville, IL 62565.

On the agenda:

-Discuss the Request for Zoning Amendment by Bar L Owen.


Property located at 1457 N 2300 East Rd, Shelbyville, IL 62565

From Rural Residential to General Business for the purpose of Rental Cabins.

-Discuss Old Business

-Discuss New Business

Interested parties desiring to express their opinion either orally or in writing will be given the opportunity to be heard.



William Schmitz, Zoning Administrator
315 ½ E Main St.
Shelbyville, Il, 62565

Shelby County Zoning Committee Minutes

March 2, 2022

10:00 a.m.

Shelby County Zoning Office

Call to Order

Zoning Administrator calls meeting to order at 10:00 a.m.

Rollcall/Present

Robert Simpson

Lynn Williams

Denny Drnjevic

Zoning Administrator/William Schmitz

Minutes read from October 27, 2021, meeting.

No corrections or additions.

Motion by Robert Simpson/ 2nd by Lynn Williams to accept minutes. Motion passed unanimously.

Discussion

Discussed Zoning Amendment request by Bart Owens. Property located at 1457 N 2300 East Rd. Shelbyville, IL 62565, from Rural Residential to General Business for the purpose of Rental Cabins.

The Committee discussed the cabins access to water and electricity and how the sewer would be set up. Zoning Administrator was instructed to contact property owner to get more information on these matters.

The Committee discussed the size of the cabins, (3-styles of cabins was submitted by the property owner) being under 900 Sq Ft. The Zoning Administrator stated that the owner has agreed to submit a Zoning Variance with the Zoning Amendment to request to build under the required 900 Sq Ft.

The Committee discussed having a Building Inspector to verify that the cabins are habitable. This would be included in approval with modifications.

The Committee again discussed the small size of cabins and suggested that the county needs uniformity going forward. Suggestion was made by Lynn Williams to stay with the 900 Sq. Ft.

The Committee discussed the easement road going thru the property and the surrounding property owners that would be notified.

Denny Drnjevic suggested having another Zoning Committee meeting after he looks at the property and try to have Bart Owen present to answer questions concerning the Zoning Amendment/Variance. The meeting was set for March 16, 2022, at 10:00 a.m.

The Committee discussed how we could prevent campers being brought in with the cabins.

The Committee decided to have the Planning Commission and Board of Appeals meetings on separate nights.

Old Business-

Nothing Discussed

New Business-

Replacement of Dan Koons on the Board of Appeals due to him moving out of the County.

Adjournment

Motion was made by Robert Simpson/ 2nd by Denny Drnjevic to adjourn. Motion passed unanimously at 11:20 a.m.

Purchasing Committee

Call to order: 9:33 AM

Present - Gary Gergeni, Kenny Barr, Jeff Slifer
Lynn Williams, Theresa Boehm, Don Tate

Discussion on meal allowance by
depart^{ts}. Department Head budget covers
all meal expenses if approved by dept^a head.
Not regulated otherwise.

Motion to pay all claims

1. Lynn Williams
2. Theresa Boehm

7 y^as 0 n^ay's

Motion to Adjourn

1. Kenny Barr
2. Lynn Williams

7 y^as 0 n^ay's

Adjourned 10:40 AM

By 

FILED

MAR 08 2022

Jessie Cox

SHELBY COUNTY CLERK

Feed & Salary
3-8-22

[REDACTED]

Met with Office Holders to discuss salaries. Will need a again before April Meeting.

Claims were reviewed to be presented at County Board meeting.

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
WEBSITE: www.cefseoc.org

KEVIN BUSHUR
Chief Executive Officer

February 8, 2022

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 if there are any questions.

John Gillmore
Program Manager

Enclosures

EQUAL OPPORTUNITY EMPLOYER

Daily Management Statistics Report

C.E.F.S. Eco. Opp. Corp.

01/01/2022 - 01/31/2022

Shelby

Days of Service:	21
Invoice Revenue:	\$154.44
Fares Collected:	\$293.00
Total Revenue:	\$447.44
ServiceMiles:	6541
Non-Service/Admin Miles:	2,138
Service Hours:	541.44998
NonService Hours:	5.3
Total Billable Riders:	417
Average Revenue Per Ride:	\$1.07
Average Miles Per Ride:	15.7
Average Hours Per Ride:	1.2984
Average Rides Per Day:	19.9
Average Service Miles Per Day:	311.5
Average Service Hours Per Day:	25.8
Average Revenue Per Day:	\$21.31
Total Passenger Trips	787
NonBillable No Shows:	33
Rider Cancels:	315
Subscription Rides:	285
Demand Rides:	132
Immediate Rides:	14
In Area Rides:	417
Out of Area Rides:	0
In County Rides:	408
Out of County Rides:	9
Unduplicated Riders:	44
Denied Rides:	1
Ambulatory Rides:	337
Non Ambulatory Rides:	80
Accidents:	0
Breakdowns:	0
Wait Hours:	0.0
Escort Hours:	0.0
Trainee Hours:	0.0
Fuel Cost:	\$2,488.23
Gallons Fuel:	719.6
Fuel Cost Per Gallon	\$3.46

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-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total
Number of Days of Service	22	22	22	21	21	19	21						148
Number of Trips	471	304	917	853	948	722	787						5,502
Number of Vehicles	5	10	12	10	10	14	11						2,951
Revenue Vehicle Hours	337	385	385	418	452	433	541						44,245
Revenue Vehicle Miles	5,678	5,336	6,500	6,267	7,026	6,197	6,541						\$0
DOAP Revenues													\$0
5311 Revenues													\$812
Contract Revenues	\$306	\$306	\$0	\$200	\$0	\$0							\$7,320
Fares	\$595	\$1,784	\$1,642	\$1,196	\$1,299	\$804							\$133,391
System Expenses	\$13,730	\$2,433	\$24,920	\$19,829	\$25,439	\$28,040							-\$125,259
Net Revenues	-\$12,925	-\$13,343	-\$23,278	-\$18,433	-\$24,140	-\$27,236	\$0	\$0	\$0	\$0	\$0	\$0	308
Ridership	30	53	46	45	48	42	44						27
Trip Denials	2	1	6	3	4	0	1						0
Trip Denied but Provided	0	0	0	0	0	0	0						0
Cost per Trip	\$29.15	\$26.66	\$27.18	\$23.25	\$26.83	\$38.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.24
Cost per Hour	\$40.74	\$55.67	\$64.73	\$47.44	\$56.28	\$64.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.20
Cost per Mile	\$2.42	\$3.55	\$3.83	\$3.16	\$3.62	\$4.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.01
Maintenance of Vehicles	4	3	2	6	1	2	3						26
Maintenance of Facilities	0	0	0	0	0	0	0						0
New Service Contracts	0	0	0	0	0	0	0						0
Overtime Hours	15	3	21	21	12	19							96
Complaints	0	0	0	0	0	0	0						0
Vehicle Accidents	0	0	0	0	0	0	0						0
Mobility Index Outcomes/Efforts	0.021	0.336	0.041	0.038	0.042	0.032	0.035	0.000	0.000	0.000	0.000	0.000	0.246
Annualized Mobility Index	0.253	0.342	0.392	0.408	0.429	0.422	0.422	0.369	0.328	0.295	0.268	0.246	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Shelby County	22,363												



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 7, 2022
6:30 PM

AGENDA

- I. Call to Order/Pledge of Allegiance/Roll Call
- II. Public Comment, Written Communications
- III. Approve Minutes from December 6, 2021 Meeting
- IV. Regional Superintendent Reports
 - A. Report of Official Acts
 - B. Quarterly Funds Report
- V. Last Three Months – “What we’ve been doing!”
 - A. COVID Survival
 - B. Substitute Teacher Recruitment Efforts
 - C. Health Life Safety/Compliance
 - D. Building Administrators Breakfast
- VI. Next Three Months – “What’s coming next!”
 - A. Recognition of Excellence
 - B. Legislative Update
 - C. Grant Renewals
 - D. Regional Institute Day
- VII. Next Meeting: June 6, 2022

Regional Office of Education Committee
Regional Office of Education #11
Charleston, IL 61920

December 6, 2021

Regional Superintendent of Schools, Dr. Kyle Thompson, called the meeting to order at 6:30 PM. Pledge of Allegiance was recited. Members present were; Nancy Purdy, Coles County; Roy Clapp, Cumberland County; Jim Mikeworth, Douglas County; Phil Ludington, Edgar County; Marsha Kirby (filling in for David McCabe), Moultrie County; and Gary Gergini, Shelby County. Not present: Susan Guinnip, Clark County.

Dr. Thompson read several items of positive correspondence including teacher night thank you letters as well as Gerry Brooks in-service thank you cards from Marshall School District and Oakland teachers.

Nancy Purdy made a motion to approve the September 13, 2021 minutes. Roy Clapp seconded. Motion carried.

Dr. Thompson presented the Report of Official Acts and Quarterly Funds Report. He pointed out committees and boards meetings held, initial bus courses hosted, student services student enrollment numbers, number of homeless students, buildings inspected, and school district audits reviewed. On the quarterly funds report, he discussed county school facility taxes and federal stimulus funds. He discussed the fiscal year budget reduction.

Dr. Thompson briefly reviewed the approved FY '22 budget. He also discussed the final payoff process of the Regional Office of Education #11 building, noting that the building is now paid off.

Dr. Standerfer shared that health life safety inspections in twenty of twenty five districts have been completed. He shared the efforts made by the Regional Office of Education #11 to recruit teachers through a future teacher night with five universities and thirty perspective teachers in attendance. Dr. Standerfer also shared about the initiative to recruit and prepare bus drivers through hosting multiple initial bus courses at the Regional Office of Education #11.

Dr. Thompson discussed homeless funding and grants, including the American Rescue Funding grant, overseen by the Regional Office of Education #11. Dr. Thompson shared about participation in the Make It Local Effort to advocate for school district involvement in local decision making.

Dr. Thompson stated the uncertainty of the pandemic future and the impact on school districts. Dr. Thompson mentioned new legislation that impacts the school year, new mental health days allotted for students, and that more are anticipated. Dr. Thompson shared various upcoming professional development planned for educators, administrators, and professionals expanding beyond the region and at a free or significantly low cost.

Dr. Thompson and Dr. Standerfer answered questions regarding teaching standards, addressing the teacher shortage, and the barriers to filling teaching positions.

Roy Clapp made a motion to end the meeting. Gary Gergeni seconded. Motion carried. The meeting adjourned at 7:05 PM. The next meeting will be March 7, 2022.



Kyle Thompson, Ph.D.
Regional Superintendent

REGIONAL OFFICE OF EDUCATION #11
Report of Official Acts - Fiscal Year 2022

	Dec 2021-Feb 2022	Mar-May 2022	June-Aug 2022	Sept-Nov 2022
Committees & Boards				
Regional Board of School Trustee Meetings	0	0	0	0
Reorganization/Detachment Hearings	0	0	0	0
Regional Office of Education Committee Meetings	1	0	0	0
Professional Development Advisory Committee Meetings	0	0	0	0
GED				
GED Tests Administered	21	0	0	0
Candidates completing exam - Initial exam	11	0	0	0
Number of Candidates that passed complete exam	8	0	0	0
Official Transcripts Issued	15	0	0	0
Bus Drivers				
Initial Bus Driver Courses Held	2	0	0	0
Initial Bus Driver Course Participants	23	0	0	0
Refresher Bus Driver Courses Held	0	0	0	0
Refresher Bus Driver Course Participants	0	0	0	0
Student Services				
Grant Funded Employees (TAOEP, RSSP, ROE/ISC, IVPA)	0	0	0	0
# of Students in "Beacons"	39	0	0	0
# of Students in "Bridges" (Safe Schools Program)	107	0	0	0
# of Students in "Pathways" (Lake Land Alt. Educ. Prog.)	53	0	0	0
# of Homeless Students	411	0	0	0
Home School Packets to Parents/Guardians	9	0	0	0
Home School Students Registered	4	0	0	0
Truancy Letters Sent to Parent/Guardian	36	0	0	0
Truancies Referred to State's Attorney	14	0	0	0
Health/Life Safety				
Buildings Inspected	25	0	0	0
Special Ed Facilities	3	0	0	0
Alternative Schools	4	0	0	0
Building Permits Issued	1	0	0	0
Building Occupancy Permits Issued	2	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
Compliance Visits				
Arcola	x			
Casey-Westfield				
Cumberland	x			
Paris High School				
Shelbyville				
Stewardson-Strasburg	x			
Villa Grove	x			

Report of Official Acts - FY 21 (Continued)

	Dec 2021-Feb 2022	Mar-May 2022	June-Aug 2022	Sept-Nov 2022
Licensure				
Teaching Licenses Registered	163	0	0	0
Substitute Licenses Issued	88	0	0	0
Criminal Background / Fingerprint checks / Sex Offender List	43	0	0	0
Professional Development				
Administrator Academies held	0	0	0	0
Administrator Academies - # of participants	0	0	0	0
Teacher Workshops held	15	0	0	0
Teacher Workshops - # of participants	196	0	0	0
Financial Oversight				
# of Grant Programs	13	0	0	0
Treasurer Bonds Received	4	0	0	0
School District Audits Reviewed (AFR's)	0	0	0	0
Financial Report				
County Funds Received	\$107,396.58	\$0.00	\$0.00	\$0.00
Local Funds Received	\$3,224,912.90	\$0.00	\$0.00	\$0.00
State Funds Received	\$512,158.78	\$0.00	\$0.00	\$0.00
Federal Funds Received	\$243,810.18	\$0.00	\$0.00	\$0.00

* Includes county schools facility tax disbursements to school districts

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


 Kyle Thompson, Ph.D.

Regional Superintendent of Schools

3-7-22
 Date

3/7/2022

LOCAL FUNDS

Description	Flow Through			Dec 2021-Feb 2022	Mar-May 2022	June-Aug 2022	Sept-Nov 2022
PD Office Operations Reimb. Prof. Serv.		LOCAL	199905	\$0.00	\$0.00	\$0.00	\$0.00
ROE Admin - Special		LOCAL	104000	\$0.00	\$0.00	\$0.00	\$0.00
RTA Postage reimb - Institute	X	LOCAL	101000	\$67.31	\$0.00	\$0.00	\$0.00
Workshop Fees Collected		LOCAL	199308	\$2,069.00	\$0.00	\$0.00	\$0.00
Local Service Testing Fees		LOCAL	199301	\$1,629.75	\$0.00	\$0.00	\$0.00
Fingerprint Fees Collected	X	LOCAL	199301	\$2,779.00	\$0.00	\$0.00	\$0.00
Shared Services Funds from school districts		LOCAL	199303	\$0.00	\$0.00	\$0.00	\$0.00
Cert Fees Collected - ROE Portion (Credit Card Online)		LOCAL	101001	\$5,650.00	\$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	\$260.00	\$0.00	\$0.00	\$0.00
GED Transcript Fees Collected		LOCAL	102000	\$641.75	\$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 (license)	X	LOCAL	199303	\$0.00	\$0.00	\$0.00	\$0.00
Summer APEX (license)	X	LOCAL	199304	\$0.00	\$0.00	\$0.00	\$0.00
Illini Prairie CEO	X	LOCAL	199901	\$9,320.28	\$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	\$3,200,995.81	\$0.00	\$0.00	\$0.00
				\$3,224,912.90	\$0.00	\$0.00	\$0.00
				\$3,213,162.40	\$0.00	\$0.00	\$0.00
				\$11,750.50	\$0.00	\$0.00	\$0.00

STATE FUNDS

Description	Flow Through			Dec 2021-Feb 2022	Mar-May 2022	June-Aug 2022	Sept-Nov 2022
EBF State Aid RSSP Revenue		STATE	300100	\$216,576.00	\$0.00	\$0.00	\$0.00
State Lunch \$ Received		STATE	300100	\$301.88	\$0.00	\$0.00	\$0.00
EBF State Aid - TAOEP Revenue		STATE	300105	\$47,554.25	\$0.00	\$0.00	\$0.00
TAOEP AIM Revenue		STATE	369500	\$47,805.00	\$0.00	\$0.00	\$0.00
RSSP (Bridges) Revenue		STATE	369600	\$24,500.00	\$0.00	\$0.00	\$0.00
RSSP COOP Revenue		STATE	399904	\$11,931.00	\$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	\$34,455.00	\$0.00	\$0.00	\$0.00
IL Violence Prevention Assoc (IVPA)	X	STATE	199313	\$8,553.85	\$0.00	\$0.00	\$0.00
EBF State Aid - LLC Pathways/ sent to LLC	X	STATE	300105	\$120,481.80	\$0.00	\$0.00	\$0.00
				\$512,158.78	\$0.00	\$0.00	\$0.00
				\$129,035.65	\$0.00	\$0.00	\$0.00
				\$383,123.13	\$0.00	\$0.00	\$0.00

FEDERAL FUNDS

Description	Flow Through			Dec 2021-Feb 2022	Mar-May 2022	June-Aug 2022	Sept-Nov 2022
Fed Lunch \$ Received		FED	300100	\$35,120.47	\$0.00	\$0.00	\$0.00
ESE Special Ed Grant		FED	492000	\$8,255.37	\$0.00	\$0.00	\$0.00
Homeless - Fed Rev.		FED	492000	\$188,633.34	\$0.00	\$0.00	\$0.00
Homeless - Fed Rev. - SubGrantee		FED	492002	\$0.00	\$0.00	\$0.00	\$0.00
Homeless ESSER ARP		FED	499806	\$4,404.00	\$0.00	\$0.00	\$0.00
Elem Sec Emergency Relief - Digital Equity		FED	499800	\$0.00	\$0.00	\$0.00	\$0.00
ESSER I		FED	499801	\$6,997.00	\$0.00	\$0.00	\$0.00
ESSER II		FED	499802	\$400.00	\$0.00	\$0.00	\$0.00
ESSER III		FED	499803	\$0.00	\$0.00	\$0.00	\$0.00
Title II Teacher Leadership - Fed Rev		FED	493500	\$0.00	\$0.00	\$0.00	\$0.00
				\$243,810.18	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$243,810.18	\$0.00	\$0.00	\$0.00

COUNTY FUNDS

Description	Flow Through			Dec 2021-Feb 2022	Mar-May 2022	June-Aug 2022	Sept-Nov 2022
Maintenance Fund**		COUNTY	104000	\$0.00	\$0.00	\$0.00	\$0.00
County Board Support		COUNTY	104000	\$107,396.58	\$0.00	\$0.00	\$0.00
				\$107,396.58	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00
				\$107,396.58	\$0.00	\$0.00	\$0.00

** Maintenance Fund Balance -- \$24,468.06