

**COLES COUNTY BOARD**  
**Regular Meeting**  
**April 12, 2016**

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present, Brandon Bell, Paul Daily, Mark Degler, Jan Eads, Dan Lawrence, Brian Marvin, Ron Osborne, Nancy Purdy, Cory Sanders, Marc Weber and Mike Zuhone with Chairman Stan Metzger presiding.

Following the Pledge to the Flag, the Invocation was given by Mike Zuhone.

Motion was made by Osborne, seconded by Marvin to approve the March 8, 2016 County Board minutes.

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger  
Osborne, Purdy, Sanders, Weber, Zuhone (12)  
NAYS: None (0)  
ABSENT: None (0)

**APPOINTMENT OF NUISANCE HEARING OFFICER**

Appointment was made by Metzger, to appoint Steven Darimont to serve as Nuisance Hearing Officer with the consent of the Coles County Board.

**APPOINTMENTS TO THE PUBLIC HEALTH BOARD**

Appointment was made by Metzger, to appoint Mary Wetzel and Michael Murray to serve on the Public Health Board until June, 2018 with the consent of the Coles County Board.

The three appointments were voted on together.

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger  
Osborne, Purdy, Sanders, Weber, Zuhone (12)  
NAYS: None (0)  
ABSENT: None (0)

**AMENDMENT TO THE LIQUOR CONTROL ORDINANCE**

For a copy of the amendment see pages 3075-3085

Upon motion by Eads, seconded by Lawrence

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger  
Osborne, Purdy, Sanders, Weber, Zuhone (12)  
NAYS: None (0)  
ABSENT: None (0)

**DIAL-A-RIDE 5311 AGREEMENT/DOAP GRANT**

For a copy of the amendment see pages 3086-3115

Upon motion by Daily, seconded by Degler

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger  
Osborne, Purdy, Sanders, Weber, Zuhone (12)  
NAYS: None (0)  
ABSENT: None (0)

**LOCAL AGENCY AGREEMENT, RESOLUTION TO APPROPRIATE FUNDS AND  
INTERGOVERNMENTAL AGREEMENT WITH PARADISE TOWNSHIP**

For a copy of the resolution see pages 3116-3124

Upon motion by Zuhone, seconded by Weber

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger  
Osborne, Purdy, Sanders, Weber, Zuhone (12)  
NAYS: None (0)  
ABSENT: None (0)

**COUNTY BRIDGE FUND PETITION SEVEN HICKORY TOWNSHIP**

For a copy of the resolution see page 3125

Upon motion by Zuhone, seconded by Daily

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger  
Osborne, Purdy, Sanders, Weber, Zuhone (12)  
NAYS: None (0)  
ABSENT: None (0)

**COUNTY BRIDGE FUND PETITION EAST OAKLAND TOWNSHIP**

For a copy of the resolution see page 3126

Upon motion by Zuhone, seconded by Osborne

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger  
Osborne, Purdy, Sanders, Weber, Zuhone (12)  
NAYS: None (0)  
ABSENT: None (0)

## APPOINTMENTS

1. Three appointments to the Farmland Assessment Review Committee.
2. One appointment to Board of Review.
3. Two Appointments to the Mental Health Board.
4. Two appointments to the 9-1-1- Board.
5. Three appointments to the Public Health Board.

## ADJOURNED

Upon motion by Weber, seconded by Osborne, the Coles County Board was adjourned at 7:25 p.m..

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger  
Osborne, Purdy, Sanders, Weber, Zuhone (12)  
NAYS: None (0)  
ABSENT: None (0)

### ATTEST:

*Sue Rennels* County Clerk

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS that the following Liquor Control Ordinance be adopted as amended:

## LIQUOR CONTROL ORDINANCE

WHEREAS, it is necessary to provide modern guidelines for the sale of alcoholic beverages/ liquor in the unincorporated areas of Coles County, and

WHEREAS, Section 9-2 of the Liquor Control Act of 1934 (235 ILCS 511-1 et- seq. 1994) does not allow entire counties to prohibit the sale of alcoholic beverages, and

WHEREAS, this Ordinance will not negate any acts, laws, resolutions or ordinances of any political subdivision in Coles County that has voted or that may vote to prohibit the sale of alcoholic liquor/ beverages, and

WHEREAS, this ordinance rescinds and supersedes all previously approved Coles County Board resolutions and amendments thereto.

BE IT THEREFORE RESOLVED, that the following ordinance will constitute the Coles County Policy for the regulation and control of the sale of alcoholic liquor/ beverages and will be adopted by the Board as written:

### Coles County Alcoholic Liquor/ Beverage Policy

#### ARTICLE I DEFINITIONS

Section 1.1 The following definitions shall apply to the words when used within this ordinance.  
Alcoholic Liquor/ Alcoholic Beverages - Spirits, wine, beer, ale, whiskey, gin, brandy, rum or any distilled or fermented liquid containing more than one-half of one percent (1/2%) alcohol by volume, but for human consumption.

Beer - A beverage obtained by the alcoholic fermentation of an infusion or concoction of barley or other grain, malt, and hops in water, and includes, among other things, beer, ale, stout, lager beer, porter and the like.

Completely Enclosed Building - A building separated on all sides from the adjacent open space, or from other buildings or other structures, by a permanent roof and by exterior or party walls, pierced only by windows and normal entrance or exit doors.

Full Service Restaurant - A place where full course meals ( i.e. appetizers, soups, salads, entrees and desserts) are served and eaten and where the sale of food generates at least ~~sixty~~ *fifty-one* percent (~~60%~~) (*51%*) of the gross revenue during the licensee period.

Hours - Shall mean either Central Standard Time or Central Daylight Time, whichever is in effect in Coles County.

Peddling - To travel about selling alcoholic beverages, liquors and beer.

Premises - The land and buildings whereon the sale and consumption of alcoholic beverages by license occurs.

**Retail Sale** - Sale for use or consumption and not for resale.

**Sale** - Transfer, exchange or barter for consideration, including any sale made by any person including principal, proprietor, agent,- servant or employee, and includes, but is not limited to, all of the following acts when done for consideration.

- (A) the selling of alcoholic beverages;
- (B) the giving away of alcoholic beverages;
- (C) the dispensing of alcoholic beverages;
- (D) the providing of mix, ice, water, containers, cups, glasses or soft drinks for the purpose of mixing drinks containing alcoholic beverages for consumption on the premises;
- (E) the pouring of alcoholic beverages;
- (F) the providing of "set up establishments";
- (G) the storage of any alcoholic beverage.

**Set Up Establishment** - means any public or private place that

(a) Does not hold a liquor license pursuant to this Ordinance but which sells, gives away, provides, pours, stores, or otherwise dispenses alcoholic beverages and/or mix, ice, water, containers, cups, glasses, and soft drinks for the purpose of consumption of alcoholic beverages on the premises, or

(b) Holds a liquor license and after the hours which it is permitted to be in operation, engages in any of the activities in the immediately preceding subsection.

**Sell** - The act of making a sale, or keeping with the intent to make a sale.

**Wine** - Any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits, as defined above.

## ARTICLE 2 LIQUOR CONTROL COMMISSIONER AND COMMISSION

### Section 2.1 LIQUOR CONTROL COMMISSIONER

The Chairman of the County Board of Coles County, Illinois shall be the Liquor Control Commissioner and shall head the Liquor Control Commission. The Chairman shall appoint two (2) members of the Coles County Board, with the advice and consent of the County Board, to serve as deputy commissioners. After the appointments are made, the Chairman of the County Board shall designate one as the Chief Deputy Liquor Control Commissioner who shall have the powers and duties of the Commissioner in his absence.

### Section 2.2 ACTION AT CONVENED MEETING.

The Commission by majority vote at a convened meeting may issue, revoke or suspend any retail dealer's license in accordance with the provisions of this Ordinance or on the basis of provisions of any law of the State of Illinois pertaining to the sale of alcoholic beverage. The Commission is authorized to make reasonable requests for information necessary for making an informed decision on an submitted application before acting upon said application.

### Section 2.3 RECORDS AND NOTIFICATION.

The Commission shall keep, or cause to be kept, a complete record of an licenses issued, revoked or suspended by said Commission. Within 48 hours after such issuance, revocation or suspension, the Commission shall notify the County Clerk, County Treasurer, State's Attorney

and Sheriff thereof.

### ARTICLE 3 LICENSES

#### Section 3.1 LICENSE REQUIRED.

It shall be unlawful to sell or offer for retail sale in the territory in the County outside of the limits of any incorporated city, town or village, any alcoholic beverage without having a Liquor License, or in violation of the terms of such license.

#### Section 3.2 SET UP ESTABLISHMENTS.

Set up establishments as defined in this Ordinance are prohibited in Coles County outside the limits of any incorporated city, town or village, and it shall be unlawful for any person acting as a principal, proprietor, agent, servant or employee to operate a set up establishment.

#### Section 3.3 LICENSE PRIVILEGES.

A Liquor License shall allow the Licensee to sell or offer for sale alcoholic beverages, at retail only and not for resale in any form, on the premises in accordance with the classification of said license as hereinafter provided.

#### Section 3.4 PEDDLING PROHIBITED.

It shall be unlawful for any person, partnership or corporation to peddle alcoholic liquor in the County outside of the corporate limits of any city, town or village.

Section 3.5 LOCATION CHANGE. A location may be changed only upon written permit to make such changes issued by the Commission.

Section 3.6 LOCATION RESTRICTIONS. No license shall be issued for sale at retail of any alcoholic beverage at a location prohibited by 23 5 ILCS 5/6-11, 1994.

#### Section 3.7 NATURE OF LICENSE AS PROPERTY.

Any license granted shall not be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered for the subject matter in lien. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the death of the licensee, provided that the executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic beverages, may continue the business of the sale of alcoholic beverages under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy until the expiration of such license but no longer than six months after the death, insolvency or bankruptcy of such licensee.

Section 3.8 LICENSE EXPIRATION. Liquor licenses shall expire at midnight on the 31st day of December, next following its issuance.

Section 3.9. PERSONS INELIGIBLE TO BE LICENSED. No license under the terms of this Ordinance shall be issued to:

(A) A person who is not of good character and reputation in the community in which he resides.

(B) A person whose license to sell alcoholic beverages in this County has been revoked for cause.

(C) A person who at the time of application for renewal of any license issued thereunder would not be eligible for such license upon a first application.

(D) A partnership, unless all of the members of such partnership shall be qualified to obtain a license, under the provisions of (A) through (C) of this Section.

(E) A corporation, if any officer, manager or director thereof, or any holder or owner of 51 percent of the stock or other securities of the corporation, would not be eligible to receive a license thereunder the provisions of (A) through (G) of this Section for any reason other than citizenship and residence with this County.

(F) A person, partnership or corporation whose place of business is conducted by a manager or agent unless said manager or agent possesses the same qualifications as required of the licensee.

(G) A person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or who has forfeited his bond to appear in Court to answer charges for any such violation.

(H) A person, partnership or corporation who does not own the premises for which a license is sought or who does not have a lease thereon for the premises for which the license is to be issued.

(I) Any person, partnership or corporation if the applicant, or any partner, director or officer is a law enforcing public official or member of the County Board.

(J) Any person, partnership, or corporation not eligible for a State retail liquor dealer's license.

(K) Any person who has been convicted of manufacture, delivery, possession with intent to deliver, or trafficking in cannabis or controlled substances; or convicted of conspiracy to commit one of the above.

(L) Any person who has been convicted of a felony offense in the State of Illinois or any other jurisdiction.

(M) Any person who has not been a resident of Coles County, State of Illinois for at least one year immediately prior to the date of the Application.

#### Section 3.10 CLASS OF LICENSE FEE.

Only one class of license shall be issued and each person seeking to obtain or renew a license pursuant to this ordinance shall pay the fee required.

(A) The license granted by this ordinance authorizes the licensee to engage in the retail sale of alcoholic beverages for consumption on the premises. The licensee's business must constitute a full-service restaurant as defined in this ordinance.

(B) No taverns, bars, pubs, or retail /packaged liquor stores will be permitted a license by this ordinance.

(C) No sale of alcoholic beverages for off-premise consumption will be permitted.

(D) The fee for the Liquor License shall be one-thousand five hundred dollars (\$ 1,500) annually.

(E) Such fees shall be payable at the time the application is filed and shall be returned to the applicant by the Commissioner in the event that the application is denied.

(F) Fees for licenses issued for a term of less than a full year shall be reduced in proportion to the full calendar months which have expired in the license year.

(G) the licensee must provide sufficient proof that the sale of food generated at least sixty percent (60%) of gross revenue during the licensed period by a statement signed and notarized by the applicant and an accountant or bookkeeper.

**Section 3.11 FILING OF APPLICATION.**

All fees for licenses required by this ordinance shall be paid to the County Board Administrative Office at the time application is made for the license and shall be forthwith turned over to the County Treasurer. In the event the license applied for is denied, the fee shall be returned to the applicant minus five percent (5%) to cover administrative costs; if the license is granted, then the fee shall be deposited in the general corporate fund. Renewal applications shall be submitted to the County no later than 30 days prior to the expiration of the license to be renewed. Application forms shall be provided by the County Board Administrative Assistant. Completed applications and facts must be sworn to by the applicant before a notary public.

**Section 3.12 APPLICATION CONTENTS - INSURANCE.**

Applications for a liquor license under the terms of this ordinance shall be signed by the applicant, if an individual; or partners, if a partnership or by a duly authorized agent of the corporation, if a corporation; and all signatures thereon shall be verified. The application shall contain the following:

(A) The statement whether applicant has made application for a liquor license on the same or other premises which has been either denied, suspended or revoked and the date and place of such revocation, suspension or denial with reasons thereof.

(B) The date and place of any conviction of any crime of the applicant or, if a corporation, the date and place of any conviction of any crime of any agent or shareholder of said corporation owning a majority of the stock.

(C) A statement that the applicant is completely familiar with the terms and provisions of this Ordinance; and also with the Coles County Food Sanitation Ordinance adopted Sept. 13, 1977 and as amended Feb. 14, 1994.

(D) A statement that the applicant is not disqualified from receiving a liquor license by reason of any provisions of the laws of the State of Illinois.

(E) Certification of insurance issued by an insurance carrier authorized to do business with the State of Illinois insuring the business under the Dram Shop laws of the State of Illinois, said certificate reflecting Dram Shop insurance coverage in amounts of not less than \$20, 000 per person and \$50, 000 per occurrence or minimum amounts as from time to time set by Illinois Statute regarding liability of Dram Stop owners or operators for the serving of liquors. Such insurance coverage shall be for the full term of the license for which application is made.

(F) The names of the persons or person who will manage the business or be the agent of the applicant in supervising the business operation.

(G) The names of any public office held by the applicant; and partner, if a partnership; officers, directors and majority stockholders, if a corporation.

**Section 3.13 BOND REQUIRED.**

Each applicant for a liquor license thereunder shall execute a penal bond to the County of Coles and the State of Illinois in the sum of five thousand dollars (\$5,000) with two sureties thereon who are residents of Coles County, Illinois, and who are acceptable to the Commission, or with a surety company licensed to do business in the State of Illinois. Such bond shall be for the full term of the license for which application is made. The Commission shall consider the bond and shall have the right to disapprove the bond.

**Section 3.14 FILING OF BOND.**

Said bond shall be filed with the County Board Office of Coles County at the same time application is presented and shall be referred by the County Board Administrative Assistant to



licensee to use said licensed premises in violation of the terms of this Ordinance, said owner, agent or other person shall be deemed guilty of any violation of this Ordinance to the same extent as said licensee and be subject to the same punishment.

#### Section 5.2 ACTS OF AGENT OF EMPLOYEE.

Every act or omission constituting a violation of any of the provisions of this Ordinance made with the authorization, knowledge, or approval of the licensee, expressed or implied, shall be deemed the act of the licensee, and said licensee shall be punishable in the same manner as if said act or omission has been done or omitted by him personally.

#### Section 5.3 PENALTIES.

Any person, partnership or corporation violating any provisions of this Ordinance shall be fined not less than \$100 nor more than \$500 for each offense and for the second or subsequent offense fined not less than \$250 nor more than \$1,000, and a separate offense shall be deemed committed each day during or on which the violation occurs or continues.

#### Section 5.4 ENTRY UPON PREMISES.

The Commissioner and/or Commission and/or the Coles County Sheriff's Department or any authorized law enforcement officer shall have the authority to enter at any time upon any premises licensed thereunder to determine whether any of the provisions of this Ordinance or any rules or regulations adopted by it, or State Liquor Regulations have been or are violated, and at such time to examine said premises of said licensee in connection therewith.

#### Section 5.5 COMPLAINTS.

Any person shall have the right to file a complaint with the Commission stating that any licensee, subject to the jurisdiction of the Commission, has been or is violating the provisions of this Ordinance or any rules or regulations pursuant hereto. Any law enforcement officer or other person who desires to file a complaint with the Coles County Liquor Control Commission charging a violation of the Coles County Liquor Control Ordinance shall present his allegations to the Coles County State's Attorney for review of their factual and legal sufficiency. If the State's Attorney determines that the evidence is sufficient to justify the filing of a formal complaint, he shall prepare and submit said complaint to the Liquor Control Commissioner and shall cause a copy of said complaint to be mailed by registered mail, to the accused licensee at the official address listed on the liquor license application. Said complaint shall be in writing and shall be signed and sworn to by the complaining party or the State's Attorney. It shall state the particulars of the alleged violations, including the date and place of the violation, the nature of the violation, and the particular sections of the Ordinance or statute violated.

### ARTICLE 6

#### SUSPENSION OR REVOCATION OF LICENSE FORFEIT OF FEE AND BOND

##### Section 6.1 SUSPENSION OR REVOCATION BY COMMISSION

The Commission may suspend for not more than thirty days or may revoke any license issued by it and require the forfeiture of the license fee and the licensee's bond:

(A) If the Commission determines that the licensee has violated any of the provisions of the Illinois Liquor Control Act or any of the provisions of this Ordinance.

(B) Whenever any licensee shall be convicted of any violation of this Ordinance.

(C) Whenever any officer, director, manager or other employee in a position of authority of a licensee under this Ordinance shall be convicted of any violation of this Ordinance

while engaged in the course of his employment or while upon the premises described by said license.

(D) Upon the licensee maintaining or operating a drum shop on any premises registered as a place of business when activities are carried on which make the person or persons so carrying on subject to any tax on wagering.

(E) Upon the licensee permitting illegal gambling of any kind to be conducted on the premises where the licensee carries on his business.

(F) Should the licensee become ineligible to be licensed as defined by this Ordinance.

## Section 6.2 HEARINGS BY THE COMMISSION.

All hearings and actions by the Commission with regard to the suspension or revocation of any license shall be conducted according to the applicable provisions of the Illinois Liquor Control Act and according to the procedures set forth herein.

### Section 6.2-1 Pre Hearing Procedures

(A) After receiving a complaint from the State's Attorney, the Liquor Control Commissioner shall set the matter for hearing no less than 10 days and no more than 90 days from the date of receipt of such complaint. The Commissioner shall cause notice to be served on the accused party by delivery at the official address listed on the liquor license application by any first class mail at the same location, which notice shall include: a) statement of the time, date and place of the hearing and a reference to the complaint upon which the hearing is based; b) a copy of the procedures for the conduct of hearings.

(B) At the request of the accused party, the State's Attorney shall, prior to the hearing, furnish the accused or his attorney a copy of all police reports or other written reports concerning the violations alleged in the complaint.

(C) Continuances. At his discretion and for good cause shown, the Liquor Control Commissioner may grant a continuance of a scheduled hearing to any party. Except in legitimate emergencies, motions for continuances shall be submitted to the Commissioner in writing as soon as possible after the reason for the request for continuance is known. A copy of the motion shall be served on the opposing party. In situations where time is too short to present a written motion for continuance, the party shall contact the Commissioner directly by any reasonable means and shall notify the opposing party likewise. The Commissioner may grant or hearing, and a decision by default may be entered against any party not appearing.

### Section 6.2-2 Hearing Procedures

(A) Any party to a hearing who desires such may be represented by legal counsel. The accused party shall be afforded the opportunity to respond and present evidence and argument, to call witnesses, and to compel the attendance of witnesses by subpoena.

(B) If the complaint alleging violations of the Liquor Control Ordinance was reviewed by the State's Attorney, the complaining party shall be represented by the State's Attorney who shall call witnesses and present the evidence against the accused party.

(C) All witnesses who testify shall do so under oath.

(D) The commissioner shall cause a record of the hearing to be preserved, which shall include the following: All pleadings, notices, motions, rulings, etc.; all documentary or physical evidence received; offers of proof, objections and rulings thereon; and any decision, opinion or report by the Commissioner; and an electronic recording of the hearing proceedings.

(E) Rules of Evidence

(1) Irrelevant, immaterial and unduly repetitious evidence shall be excluded. The rules

of evidence and privilege as applied in civil cases in the Circuit Courts of the State of Illinois shall be as followed. However, evidence not admissible under such rules of evidence may be admitted except where prohibited by statute, if it is of a type commonly relied upon by reasonable prudent men in the conduct of their affairs. Objections to evidentiary offers may be made and shall be noted in the record. Subject to these requirements, when the cause of a hearing will be expedited and the interest of the parties will not be prejudice, any part of the evidence may be received in written form or by stipulation.

(2) Parties shall have the right to conduct cross examination of witnesses to the extent necessary for a full and fair disclosure of the facts. Notice may be taken of matters which the Circuit Courts of this State may take judicial notice. In addition, notice may be taken of generally recognized technical or scientific facts within the agencies within the Commission's specialized knowledge. Such notice shall be recorded in the record. The Commission's experience, technical competence, and specialized knowledge may be utilized in the evaluation of the evidence.

(F) DECISION. Violations of the Liquor Control Ordinance shall be proved by a preponderance of the evidence. The decision or decisions made by the Commission shall be final and may not be appealed to the Coles County Board or any other Board committee. Said final decision or order in a case shall be in writing or stated in the record. Findings of fact shall be based exclusively on the evidence and on matters officially noticed. Parties to the case shall be notified in writing, personally or by registered or certified mail, of any decision or order.

(G) Unless precluded by law, disposition may be made of any case by stipulation, agreed settlement, consent order, or default, at any stage in the proceedings. If the Commission does not concur with any proposed disposition by stipulation or settlement, the hearing shall proceed to completion.

#### Section 6.2-3 Miscellaneous

(A) Hearings under the Liquor Control Ordinance are subject to the provisions of the Illinois Open Meetings Act.

(B) Compliance with any or all of the provisions for hearings may be waived by written stipulation of all the parties, subject to the approval of the Commission.

(C) The Commissioner may, with the consent of the State's Attorney, employ or otherwise acquire the services of legal counsel to advise the Commission during hearings in which the State's Attorney is representing the complaining party.

## ARTICLE 7 SEVERABILITY - REPEALER - EFFECTIVE DATE

### Section 7.1 SEVERABILITY.

The clauses, sentences, paragraphs, sections, articles or parts of this Ordinance are severable. If any clause, sentence, paragraph, section, article or part of this Ordinance shall for any reason be adjudged invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which such judgment shall have been rendered.

### Section 7.2 REPEAL.

All past Coles County Board Liquor and Beer Ordinances and all past Liquor and Beer

Resolutions as adopted and amended to date are hereby repealed.  
Section 7.3 EFFECTIVE DATE. This Ordinance shall take effect and be in full force from and after its passage as provided by law.

DATED this \_\_\_\_ day of April, 2016. \_\_\_\_\_ CLERK

**Section 4.6 RESTRICTION ON SALES.**

No licensee shall sell, give or deliver alcoholic beverages to any person under the age provided by the law of the State of Illinois for purchasing or possessing alcoholic beverages, or to any intoxicated or disorderly person, or to any person known to him to be a habitual drunkard.

**Section- 4.7 CONSUMPTION OFF-PREMISES.** It shall be unlawful for any person to carry any alcoholic beverages from the premises where such alcoholic beverage was purchased. Furthermore, it shall be unlawful for any licensee or person acting as agent, servant, or employee of such licensee to knowingly permit any patron to carry any alcoholic beverages from the premises of said licensee.

**Section 4.8 LAW ENFORCEMENT COOPERATION.**

Each licensee and each of his agents, servants, and employees shall promptly report to the Coles County Sheriff s Department any outbreak of any fight, riots, or disturbances of the peace occurring on or about the premises which in the licensee's knowledge or opinion constitutes the commission of a crime as prohibited by the laws of the State of Illinois, and/or the United States and/or this Ordinance and shall truthfully and fully answer all questions and fully cooperate in any investigation by any member of the Coles County Sheriff s Department who makes inquiry of any persons on or about the premises.

**Section 4.9 DRIVE-UP SERVICE.**

It shall be unlawful for any licensee or person acting as agent, servant or employee of such licensee to knowingly deliver any sealed or unsealed, or any unopened or opened containers of any alcoholic beverage at or through any walk-up or drive-up windows, doors, or openings located on or attached to the premises.

**Section 4.10 ENTERTAINMENT REGULATIONS**

It shall be unlawful for any licensee or person acting as agent, servant, or employee of such licensee to provide, suffer, or permit any act, conduct, or entertainment on the premises in such a manner as to expose to public view:

- (A) Male or female genitals, pubic hair, buttocks, perineum, anal region, or pubic hair region;
- (B) Any portion of the female breast at or below the areola thereof.
- (C) Any device, film, costume, or covering which gives the appearance of or simulates the above listed body parts.
- (D) The use of tassels, pasties, stars, or transparent material for coverage of the above listed body parts.
- (E) Sexual intercourse, masturbation, sodomy, bestiality, cunnilingus, analingus, fellatio, flagellation, sadomasochism or any other sexual acts prohibited by law.
- (F) The touching, caressing, or fondling of the breast, buttocks, anus, genitals, perineum or pubic hair region;
- (G) Excretory functions as part of or in connection with any activities set forth above.

**ARTICLE 5  
VIOLATIONS, ENFORCEMENT AND PENALTIES**

**Section 5.1 OWNER OF PREMISES PERMITTING VIOLATION.**

If the owner of the licensed premises or any person from whom the licenses derives the right to possession of such premises, or the agent of such owner or persons, shall knowingly permit the

the Commission with the application.

**Section 3.15 BOND CONDITIONS.**

Said bond shall be conditioned upon the faithful observance by the licensee of the Ordinance and provisions of all liquor laws of the State of Illinois and all laws of the United States of America applying to the sale, transportation and possession of alcoholic beverages. Said bond shall be further conditioned upon the payment by the persons entitled to damages as a result of any sale, occurrence, transaction or injury which arises from the operation of the business for which the license hereto applies.

**Section 3.16 NEW BOND YEARLY.** A new bond shall be presented yearly at the time of application for a renewal of any license under the terms of this ordinance.

**Section 3.17 NOTIFICATION.**

The County Board Administrative Assistant, upon receipt of an application for a liquor license, shall send notice of the filing of such application to the Coles County Health Department. Upon receipt of said notice, the Coles County Health Department shall inspect the premises or construction plans for the premises sought to be licensed and report its findings to the Liquor Control Commission. A copy of the report shall be submitted to the Coles County Board Office.

**Section 3.18 ALLOCATION/NUMBER OF LICENSES.**

There shall be issued in the unincorporated arm of Coles County not more than three (3) liquor licenses at any one time.

**ARTICLE 4  
OPERATION OF LICENSE ESTABLISHMENTS**

**Section 4.1 CONSUMPTION.** It shall be unlawful for any licensee to permit any person to consume alcoholic beverage on a licensed premises at any time except during the hours when the license permits the sale of alcoholic beverages on such premises.

**Section 4.2 HOURS OF OPERATION.**

(A) It shall be unlawful to sell or offer for sale any alcoholic beverage/ liquor of any kind in the unincorporated areas of Coles County between the hours of midnight and 10:00am of any weekday, between the hours of midnight Saturday and 12:00 noon Sunday, and between the hours of 9:00pm Sunday night and 10:00am Monday morning, local time.

(B) It is further provided that because the licensee will engage in the sale of food on the premises and the sale of alcoholic liquor is secondary to such business, then the licensee may remain open at any time, but no alcoholic liquor shall be sold or consumed by the public during the hours when such sale is prohibited.

**Section 4.3 DISPLAY OF LICENSE.** Every licensee shall cause his license to be trained and displayed in plain view in a conspicuous place on the licensed premises.

**Section 4.4 SANITARY CONDITIONS.**

All premises used for the retail sale of alcoholic beverages shall be kept in a clean and sanitary condition, and shall be kept in full compliance with the laws of the State of Illinois and the applicable ordinances of this county regulating the condition of premises used for the storage or sale of food for human consumption, as provided in the Coles County Food Sanitation Ordinance adopted September 13, 1977, as amended.

**Section 4.5 EMPLOYEES.** All employees shall meet any applicable requirements of the Food Ordinance referred to in Section 4.4 herein.

**SECTION 5311 PROGRAM**

**Non-Urbanized Area Transportation Operating  
and Administrative Assistance Project**

**between**

**Coles County  
the Primary Participant**

**and**

**Coles County Council on Aging  
the Provider**

**FY2017**

**TABLE OF CONTENTS**

ITEM 1 - DEFINITIONS	Page	4
ITEM 2 - PROJECT SCOPE	Page	4
ITEM 3 - AMOUNT OF GRANT	Page	4
ITEM 4 - THE PROJECT BUDGET	Page	5
ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT	Page	5
ITEM 6 - ACCOMPLISHMENT OF THE PROJECT	Page	5
ITEM 7 - REQUISITIONS AND PAYMENTS	Page	6
ITEM 8 - AMENDMENT	Page	6
ITEM 9 - CONTINUANCE OF SERVICE	Page	6
ITEM 10 - REAL PROPERTY, EQUIPMENT AND SUPPLIES	Page	6
ITEM 11 - ENCUMBRANCE OF PROJECT PROPERTY	Page	7
ITEM 12 - PROCUREMENT	Page	7
ITEM 13 - ETHICS	Page	8
ITEM 14 - ACCOUNTING, RECORDS, AND ACCESS	Page	9
ITEM 15 - RIGHT OF DEPARTMENT TO TERMINATE	Page	10
ITEM 16 - PROJECT SETTLEMENT AND CLOSE-OUT	Page	10
ITEM 17 - GRANTEE'S WARRANTIES	Page	10
ITEM 18 - ASSIGNMENT OF AGREEMENT	Page	11
ITEM 19 - COOPERATION IN CONNECTION WITH INSPECTION	Page	11
ITEM 20 - INDEMNIFICATION AND INSURANCE	Page	11
ITEM 21 - NON-WAIVER	Page	11
ITEM 22 - NON-COLLUSION	Page	11
ITEM 23 - INDEPENDENCE OF GRANTEE	Page	11
ITEM 24 - LABOR LAW COMPLIANCE	Page	12
ITEM 25 - CIVIL RIGHTS	Page	12
ITEM 26 - SEVERABILITY	Page	14



ITEM 27 - INTELLECTUAL PROPERTY	Page	14
ITEM 28 - TITLES	Page	15
ITEM 29 - SCHOOL BUS OPERATIONS	Page	15
ITEM 30 - NON-CONSTRUCTION CONTRACTS	Page	15
ITEM 31 - SUBSTANCE ABUSE	Page	16
ITEM 32 - DEBARMENT AND SUSPENSION	Page	16
ITEM 33 - ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS	Page	16
ITEM 34 - CHARTER SERVICE OPERATIONS	Page	17
ITEM 35 - PRIVACY	Page	17
ITEM 36 - ILLINOIS GRANT FUNDS RECOVERY ACT	Page	17

## SECTION 5311 PROGRAM

### Non-Urbanized Area Transportation Operating and Administrative Assistance Project Agreement Between Coless County, the Primary Participant and Coles County Council on Aging, The Provider

This Agreement is made by and between Coless County and the Coles County Council on Aging.

**WHEREAS**, the Grantee proposes to provide public transportation services in Coles County,

**WHEREAS**, Coles County has applied under the Section 18 of the Federal Transit Act, as amended. (49 U.S. C. A. Section 5311), to the Illinois Department of Transportation (hereinafter "The Department") for federal operating and administrative assistance for this Project;

**WHEREAS**, the Department's application has been approved by IDOT;

**WHEREAS**, the Grantee has made application under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49 et seq., paragraph 30 ILCS 740/1 et seq. herein referred to as the "Acts", and

**WHEREAS**, such application has been approved by the Department;

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide for the administration of financial assistance (hereinafter referred to as the "Grant"), to set forth the terms and conditions upon which the Grant will be made available, and 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 this agreement:

- A. "The Department" means the Illinois Department of Transportation, Division of Public Transportation
- B. "U.S. DOT" means the United States Department of Transportation
- C. "FTA" means the Federal Transit Administration of the United States Department of Transportation
- D. "Government" means the government of the United States of America and/or the State of Illinois
- E. "Contractor" or "Grantee" means third party contractors including operators who provide transit service under the Section 5311 program
- F. "Project Costs" means the sum of eligible costs incurred by the contractors in performing the Project
- G. "Section 5311" (formerly known as "Section 18") refers to the "Formula Grant Program for Areas Other than Urbanized Areas" section of the Federal Transit of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311 (f) involving "Intercity Bus Transportation." See 49 U.S.C. 5311 (f)
- H. "Provider" means Coles County Council on Aging

#### **ITEM 2 - PROJECT SCOPE**

The Grantee agrees to provide or cause to be provided, the public transportation services described in the Grantee's final approved Section 5311 application and service plan on file at the Department's offices. Douglas County application and service plan are incorporated into this Agreement as Attachment D, and made a part hereof. The Grantee shall not reduce, terminate, or substantially change such public transportation without the prior written approval of the Department.

#### **ITEM 3 - AMOUNT OF GRANT**

The Department may make grants for up to 50% of the Grantee's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Grantee during the fiscal year 2017 (hereinafter "fiscal year") in the provision of

public transportation and Intercity bus services approved by the Department. The method for determining the Intercity bus portion of the project shall be in accordance with the Department's guidelines. In no event shall the Department's grant under this Agreement exceed the total funding available for the Project Costs. Non-urbanized Area Transportation Operating and Administrative Assistance funding/Illinois Downstate Operating Assistance Program funding is \$639,700.

The Council on Aging, Provider, agrees that it will provide, or cause to be provided, from sources other than funds provided under 5311 of the Federal Transit Act, as amended, sufficient funds to meet the non-federal portion of the operating deficit and administrative expenses.

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

The Grantee shall carry out the Project and shall incur obligations against and make disbursements of project funds only in conformity with the latest Approved Project Budget. The Project Budget may be revised from time to time, but no Budget or revision thereof shall be effective unless and until the Department shall have approved the same.

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

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

The Parties hereto further agree that this Agreement consists of this Part, entitled "Section 5311 Program Non-urbanized Area Transportation Operating and Administrative Assistance Project Agreement," together with Exhibit D, entitled, "Grantee's Section 5311 Application," Exhibit B, entitled "Certifications and Assurances for Grantees" and Exhibit C, entitled "Approved Project Budget," all of which are by this reference specifically incorporated herein.

#### **ITEM 6 - ACCOMPLISHMENT OF THE PROJECT**

A. **General Requirements** - The Grantee shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provision hereof, the Application, and all applicable laws and Department guidelines.

B. **Pursuant to Federal, State, and Local Law** - In performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law. 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 Grantee and its contractors agree 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 by either the Federal Transit Administration or the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee and its operator agree to include in all third party contracts financed through this Agreement specific notice that federal and state requirements may change and the changed requirement will apply to the Project as required.

In general, the Grantee agrees to administer the Project in accordance with FTA Circular 9040.1C, any revisions thereto, and any other FTA or Department implementing guidance, and applicable U.S. DOT regulations at 49 CFR 18 and 19. However, to the extent that U.S. DOT regulations conflict with FTA Circulars, U. S. DOT regulations will apply.

C. **Funds of the Grantee** - The Provider (the Coles County Council on Aging) shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.

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

E. **No Government Obligations to Third Parties** - Neither the Department nor the FTA shall be subject to any obligations or liabilities by Contractors of the Grantee or their subcontractors or any other person not a party to this Agreement in connection with the performance of this Project pursuant to the provisions of this Agreement without the

Government's specific written consent, and notwithstanding the Governments' concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

#### **ITEM 7 - REQUISITIONS AND PAYMENTS**

A. **Requests for Payment by the Grantee** - The Grantee through the Coles County Council on Aging as Provider, may make requests for payment of eligible costs, and the Department shall honor such requests in the manner set for in this ITEM. In order to receive Grant payment, the Grantee/Provider must:

1. completely execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
2. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date, and vouchers, invoices, or other documentation to substantiate these costs;
3. where local funds are required, demonstrate or certify that it has supplied local funds adequate, when combined with any State payments and any applicable federal payments, to cover all costs incurred to the end of the requisition period;
4. have submitted all financial and progress reports currently required by the Department; and
5. have received approval by the Department for all budget revisions required to cover all costs to be incurred by the end of the requisition period.

B. **Payment by the Department** - Upon receipt of the requisition form and the accompanying information in satisfactory form, the Department shall process the requisition, if the Grantee/Provider is complying with its obligations pursuant to this Agreement and has satisfied the Department of its need for the funds requested during the requisition period. If all of these circumstances are found to exist, the Department shall reimburse apparent allowable costs incurred by the Grantee/Provider up to the maximum amount of the Grant payable for this requisition period. However, reimbursement of any cost pursuant to this ITEM shall not constitute a final determination by the Department of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee/Provider. The Department will make a final determination as to allowability only after a final audit of the Project has been conducted.

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

C. **Disallowed Costs** - In determining the amount of the Grant, the Department may exclude all Project Costs incurred by the Grantee/Provider which it deems to be ineligible.

#### **ITEM 8 - 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 a part of this Agreement.

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

The Grantee/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 Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least 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 Department, whichever comes first, the Grantee shall give written notice of the proposed action (or shall require the Contractor of such service to give such notice) to all units of local government within the Grantee's service area.

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

Unless otherwise approved by the Department, the following conditions apply to real property, equipment and supplies financed under this Agreement:

A. **Use of Property:** The Grantee agrees that Project real property, equipment, and supplies shall be used for the provision of transit services for the duration of their useful life, as determined by the Department. Should the grantee unreasonably delay or fail to use Project real property, equipment and supplies during their useful life, the Grantee agrees that Department may require the Grantee to return the entire amount (or a portion thereof) of Grant funds expended for real property, equipment, and supplies. The Grantee further agrees to notify the Department within 30 calendar days when any Project real property or equipment is withdrawn for use in transit service or when real property or equipment is used in a manner substantially different from the representation made by the Grantee in its Application or the text of the Project Description.

B. **Maintenance:** The Grantee agrees to maintain any State or federal funded project property and equipment at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations, that the Department or FTA may issue. For State and federally funded vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be performed. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

C. **Transfer of Project Property:**

(1) **Grantee Request:** The Grantee agrees that the Government may transfer assets financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used for any public purpose with no further obligation to the Government, provided that the transfer is authorized by the Department and the Federal Transit Administration.

(2) **Government Direction:** The Grantee agrees that the Government may require the Grantee to transfer title to any real property, equipment, or supplies financed with Federal assistance made available by this Agreement. The Grantee also agrees that the Government may direct the disposition of real property or equipment financed with Federal assistance funds made available under this Agreement, as set forth by 49 C.F.R. 18.31 and 18.32.

D. **Withdrawn Property:** If any Project real property, equipment, or supplies are not used in transit service for the duration of their useful life as determined by the Department, whether planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department within 30 calendar days.

(1) **Federal Interest in Property:** Unless otherwise approved by the Government, the Grantee agrees to remit to the Government interest in the fair market value, if any, of the Project Facilities whose aggregate value exceeds \$5,000.00. The amount of that interest shall be determined on the basis of the ratio of the assistance awarded by the Government for the Project to the actual cost of the Project.

(2) **Fair Market Value:** The following requirements apply to the calculation of fair market value.

(a) Unless otherwise approved in writing by the Department, the fair market value of Project Facilities will be the value of those Project Facilities at the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by the greater of either the appraised value or on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use. The fair market value of Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of the Project Facilities immediately before the casualty or fire irrespective of the extent of insurance coverage. The fair market value of real property shall be determined by competent appraisal based on an appropriate date as determined by the Government consistent with the standard of 49 CFR Part 24.

(b) **Exceptional Circumstances** - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that another reasonable method of determining fair market value be used, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the Project Facilities that, for any reason, have been withdrawn from service.

E. **Misused or Damaged Property** - If any damage to Project Facilities results from abuse or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition or refund the fair market value of the Government interest in the damaged property.

F. **Obligations After Project Close-out** - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Section and 49 CFR 18.31 and 18.32.

#### **ITEM 11 - ENCUMBRANCE OF PROJECT PROPERTY**

A. Unless expressly authorized in writing by the Government, the Grantee/Provider agrees to refrain from:

1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any Project Facilities; or

2. Obligating itself in any manner to any third party with respect to Project Facilities.

B. The Grantee/Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Government interest or impair the Grantee's/Provider's continuing control over the use of Project Facilities.

#### **ITEM 12 - PROCUREMENT**

A. **Contracts** - All contracts for goods and property costing between \$300.00 and \$5,000.00 and all contracts for services exceeding \$100,000.00 must be approved by the Department prior to the

Grantee/Provider executing or obligating itself to the subcontract. Any such contract or subcontract approved by the Department shall contain all of the contract clauses pursuant to FTA 4220.1C and the Federal Common Rule-Revised Office of Management and Budget Circular A-102 and shall comply with the requirements therewith. The Grantee/Provider shall follow state and federal law and procedures when awarding and administering contracts. The Grantee/Provider agrees to give full opportunity for free, open and competitive procurement for each contract as required by state law. No change or modification of the scope or cost shall be made to any such contract without prior Department approval in writing.

**B. Exclusionary or Discriminatory Specifications** - Apart from inconsistent requirements imposed by federal and state law, the Grantee and its contractors will agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. 5323 (h)(2).

**C. Award to Other Than the Lowest Bidder** - In accordance with the Federal Transit Act, as amended, 49 U.S.C. Section 5326 (c), a Grantee may award a third party contract to other than the lowest bidder in connection with a procurement, when such award furthers objectives that are consistent with the applicable regulations guidance that FTA may issue.

**D. Force Account** - FTA and the Department reserve the right to determine the extent of its participation in force account costs.

**E. Capital Leases** - As may be applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto.

**F. Buy America** - Each third party contract utilizing FTA assistance must conform with Section 165 of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation and uniform Relocation Assistance Act of 1987, and Section 1048 of the Intermodal Surface Transportation Efficiency Act of 1991, and FTA regulations, "Buy America Requirement - Surface Transportation Assistance Act of 1982," 49 CFR Part 661 and applicable revisions thereto. The Grantee has read and signed the enclosed Buy America Certification and will incorporate its provisions to every relevant third-party contract.

**G. Cargo Preference** - Use of United States Flag Vessels. As required by 46 CFR Part 381, the Grantee agrees:

1. To utilize privately owned United States-Flag Commercial Vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag Commercial Vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime contractor, in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S. W., Washington, DC 20590, marked with appropriate identification of the Project.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

**H. Preference for Recycled Products** - The Grantee/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 in 40 CFR Parts 247-254.

**I. Bus Testing** - To the extent applicable, the Grantee/Provider agrees to comply with FTA regulations, "Bus Testing," 49 CFR Part 665, and any revision thereto.

### **ITEM 13 - ETHICS**

**A.** The Grantee/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 support by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee/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:

- (1) The employee, officer, board member, or agent;
- (2) Any member of his or her immediate family;
- (3) His or her partner; or
- (4) An 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 year. The code shall also provide that the Grantee/Provider employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee/Provider or the locality relating to such contract subcontract or arrangement.

**B. Interest of Members of or Delegates to Congress** - In accordance with 41 U.S.C. # 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.

**C. Bonus or Commission** - The Grantee/Provider warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance thereunder.

**D. False or Fraudulent Statements or Claims** - The Grantee/Provider or its contractors acknowledge that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee/Provider the penalties of 18 U.S.C. Section 1001.31 U.S.C. Section 3801 et seq., and 49 U.S.C. app. Section 1607 (h), as the Government may deem appropriate. The terms of U.S.DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to this Project.

#### **ITEM 14 - ACCOUNTING, RECORDS, AND ACCESS**

**A. Project Accounts** - The Grantee/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 Department.

**B. Funds Received or Made Available for the Project** - The Grantee/Provider shall appropriately record in the Project Account, and deposit in a federally insured bank or trust company, all Grant payments received by it from the Department pursuant to this Contract and all other funds provided for, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as "Project Funds."

The Grantee/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, 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.

**C. Eligible Costs** - Expenditures made by the Grantee/Provider shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:

1. be made in conformance with the final, approved application and the Approved Project Budget and all other provisions of this contract;
2. be necessary in order to accomplish the Project;
3. be reasonable in amount for the goods or services purchased;
4. be actual net cost to the Grantee/Provider (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
5. be in conformance with the standards for allowability of costs established by the Department;
6. be satisfactorily documented; and
7. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department for the Grantee; and those approved or prescribed by the Grantee for its contractors.

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

**D. Documentation of Project Costs** - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

**E. Checks, Orders, and Vouchers** - Any check or order drawn by the Grantee/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 Grantee/Provider stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**F. General Audit and Inspection** - The Grantee/Provider shall permit, and shall require its Contractors to permit, the Department or any other State or Federal agency authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee/Provider and its Contractors with regard to the Project. The Department may also require the Grantee/Provider to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee/Provider agree to comply promptly with recommendations contained in the Department final audit report.

**G. Record Retention** - The Grantee/Provider (and its Contractors) certifies that it shall maintain for a minimum of five (5) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), adequate books, record, 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 Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Grantee/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, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

H. **Reporting** - At a minimum, the Grantee/Provider agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and other reports the Government may require.

**ITEM 15 - RIGHT OF DEPARTMENT TO TERMINATE**

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance herein provided for when the Grantee is, or has been in violation of the terms of this Agreement or for convenience or when the Department determines that the purpose of the Acts would not be adequately served by continuation of Department 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 Grantee/Provider and concurred in by the Department prior to the date of termination, to the extent they are non-cancelable. The acceptance of a remittance by the Department of any or all Project Funds previously received by the Grantee or the closing out of Department financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

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

For example, the foregoing remedies shall become available to the Department if one of the following occurs:

A. There is any misrepresentation of a material nature in the Grantee'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 Grantee required by the Department in connection with the Grant;

B. There is pending litigation which, in the opinion of the Department, may jeopardize the Grant or this Agreement;

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

D. Any contributions provided by the Department pursuant to this Agreement are used for an ineligible purpose;

E. The Grantee/Provider is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;

F. The Grantee/Provider is in default under any of the provisions of this Agreement;

G. There is a failure to make progress which significantly endangers substantial performance of the Project within a reasonable time. Such failure shall be deemed to be a violation of the terms of this Agreement;

H. The Grantee/Provider has failed to maintain the Project Facilities as required by this Agreement;

I. The Department determines that the purpose of the Acts would not be adequately served by continuation of State assistance to the Project; or

J. The State Legislature fails to make sufficient appropriations for this Grant.

**ITEM 16 - PROJECT SETTLEMENT AND CLOSE-OUT**

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

**ITEM 17 - GRANTEE'S WARRANTIES**



Grantee/Provider agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. Grantee/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 Grantee any provision or clause of this Agreement. Grantee/Provider has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed thereunder and that Grantee/Provider will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed thereunder.

**ITEM 18 - ASSIGNMENT OF AGREEMENT**

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

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

In connection with any inspection under this Agreement the Grantee/Provider agrees to cooperate fully by making available reports of all prior inspections (including safety) and by performing such analyses, tests and furnishing of reports thereof as may be reasonably requested by the Department. All such inspections shall be performed without disruption or interference with service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee/Provider responsibility to maintain and repair such facilities, maintain its work schedule, or any other obligation assumed by the Grantee/Provider thereunder.

**ITEM 20 - INDEMNIFICATION AND INSURANCE**

The Grantee/Provider agrees to save harmless and indemnify the State, its agents, officers and employees, 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 in equity, 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. This Agreement to hold the State harmless shall not be applicable to the extent such loss or damage is attributable to the negligence of the State.

The Grantee/Provider agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance as will protect the Grantee/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 of the Project by the Grantee/Provider or by anyone directly or indirectly employed by or associated with the Project. The Grantee/Provider shall furnish the Department with certificates evidencing all such required insurance coverage, upon demand by the Department.

**ITEM 21 - NON-WAIVER**

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

**ITEM 22 - NON-COLLUSION**

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

**ITEM 23 - INDEPENDENCE OF GRANTEE**

In no event shall the Grantee/Provider or any of its employees, agents, contractors or subcontractors be considered agents or employees of either the Department or the State. Furthermore, the Grantee/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 State and will not by reason of any relationship with the Grant make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the 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 24 - LABOR LAW COMPLIANCE**

The Grantee/Provider agrees to comply with all applicable State and federal labor laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, Special Section 5333B labor warranties for nonurbanized area programs, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. (Attachment A)

#### **ITEM 25 - CIVIL RIGHTS**

A. **Title VI of the Civil Rights Act of 1964** - The Grantee/Provider agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d; U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation --Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21.

B. **Federal Equal Employment Opportunity** - The following requirements apply to the Project: In implementing the Project, the Grantee may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee/Provider shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its third party contracts for Project implementation, except contracts for standard commercial supplies or raw materials and construction contracts, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

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

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

7. That it will include verbatim or by reference the provisions of this ITEM in every 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 contract, the Grantee/Provider 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 Grantee/Provider will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

D. Sexual Harassment - The Grantee/Provider will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee/Provider internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

E. Disadvantaged Business Enterprise ("DBE") - The Department encourages all of its grantees to make a good-faith effort to contract with "DBEs." Grantees who receive more than \$250,000.00 agree to facilitate participation of disadvantaged business enterprises (DBE) as follows:

1. The Grantee/Provider agrees to comply with current U.S.DOT regulations at 49 CFR Part 23, including any amendments thereto that may be issued during the term of this Agreement.

2. The Grantee/Provider agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S.DOT assisted contract. The Grantee/Provider agrees to take all necessary and reasonable steps under 49 CFR Part 23 to ensure that eligible DBEs have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee/Provider DBE program, if required by 49 CFR Part 23 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S.DOT may impose sanctions as provided for under 49 CFR Part 23.

3. The Grantee/Provider agrees to include the following clause in all agreements between the Grantee/Provider and in all third party contracts assisted by the Government between the Grantee/Provider or third party contractors:

4. The Grantee/Provider or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The requirement of 49 CFR Part 23 and the recipient's U.S. DOT-Approved Disadvantaged Business Enterprise (DBE) program (where required) are incorporated in this (Contract or Agreement) by reference. Failure by the (Contractor, or subcontractor) to carryout these requirements is a material breach of the (Contract or Agreement), that may result in the termination of this (Contract or Agreement) or such other remedy as the Department deems appropriate.

5. The Grantee/Provider agrees to treat lessees as follows:

a) The Grantee/Provider agrees not to exclude DBE's from participation in business opportunities by entering into long-term, exclusive agreements with non-DBE's for the operation of major transportation-related activities for the provision of goods and services to the facility or to the public on the facility.

b) A grantee required to submit an affirmative action program under 49 CFR Part 23 that has business opportunities for lessees shall submit for approval to the Department overall goals for the participation as lessees of firms owned and controlled by DBE's. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR part 23. The Grantee/Provider agrees to review these goals at least annually and whenever they expire, analyzing projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the Grantee/Provider agrees to submit new overall goals to the Department for approval. A grantee that fails to meet its goals for DBE lessee agrees to demonstrate to the Government in writing that it made reasonable efforts to meet the goals.

c) Except as provided in this section, the Grantee/Provider agrees to include lessees in affirmative action programs. The requirements of 49 CFR Part 23 do not apply to lessees, except for the requirement that lessees avoid discrimination against DBE's.

#### F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee/Provider shall comply with all applicable state and federal requirements under ADA.

2. Access Requirements for Individuals with Disabilities - The Grantee/Provider agrees to comply with and assure that any third party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. section 1612; and the following regulations and any amendments thereto:

a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.

b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

c) DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 38 CFR Part 35;

- e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- g) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- h) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

**ITEM 26 - SEVERABILITY**

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

**ITEM 27 - INTELLECTUAL PROPERTY**

**A. Patent Rights**

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

**B. Rights in Data and Copyrights**

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

2. The following restrictions apply to all subject data first produced in the performance of this Agreement.

- a) Except for its own internal use, the Grantee/Provider may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee/Provider authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.
- b) As authorized by 49 CFR section 18.34, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:
  - (i) Any subject data developed under a grant, cooperative agreement, subgrant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
  - (ii) Any rights of copyright to which a grantee, or a third party contractor purchases ownership with federal assistance.

3. When the Government provides assistance to a Grantee/Provider for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA determines otherwise, the Grantee of FTA assistance to support planning, research, development, or a demonstration financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in SUB-ITEM (B)(2) of this ITEM, FTA may make available to any FTA grantee, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in SUB-ITEM (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use which costs are financed with federal capital funds (section 3, 9, 16, 18, or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).

4. Unless prohibited by state law, the Grantee/Provider agrees to indemnify, save and hold harmless the Department and FTA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee/Provider of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. The Grantee/Provider shall not be required to indemnify the Department and FTA for any such liability arising out of the wrongful acts of employees or agents of the Department and FTA.

5. Nothing contained in this section on rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.

6. The requirements of SUB-ITEMS (b)(2),(3), and (4) of this ITEM do not apply to material furnished to the Grantee/Provider by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee/Provider at the time of delivery of such work.

7. Unless FTA determines otherwise, the Grantee/Provider agrees to include the requirements of SUB-ITEM (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, development, or demonstration under this Project.

#### **ITEM 28 - TITLES**

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

#### **ITEM 29 - SCHOOL BUS OPERATIONS**

The Grantee/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. The Grantee/Provider shall submit to the Department a certification that it is not engaged in school bus operations in violation of State and federal law.

#### **ITEM 30 - NON-CONSTRUCTION CONTRACTS**

A. Pursuant to Department of Labor regulation, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500.00 let by the Grantee/Provider in carrying out the Project:

1. Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR 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 Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of five years from the completion of the contracts 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 Grantee or Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration, U.S. Department of Transportation, or the Department of Labor, and the Grantee/Provider or Contractor will permit such representatives to interview employees during working hours on the job.

2. Nonconstruction Subcontracts - The Grantee/Provider or Contractor shall insert in any subcontract the clauses set forth in 29 CFR Sec. 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Section 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

B. State and Local Government Employees - The provisions of the Fair Labor Standards Act, as amended, apply to State and local government employees participating in the FTA assisted project with the Grantee/Provider.

C. General Labor Provisions - The Grantee/Provider agrees to comply with all applicable state and federal labor laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

D. 5333(B) Warranties - The Grantee/Provider agrees to comply with the terms and conditions of the Special Warranty for the Non-Metro Area Program agreed to by the Secretaries of Transportation and Labor, dated May 13, 1979, and the procedures implemented by U.S.DOL.

**ITEM 31 - SUBSTANCE AND ALCOHOL ABUSE**

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

To the extent the Grantee/Provider or any third party contractor at any tier, performs a safety sensitive function under the Project, the Grantee/Provider agrees to comply with, and assures the compliance of each third party contractor at any tier, with 49 U.S.C. 5330-5331 and 49 CFR 653-654.

**ITEM 32 - DEBARMENT AND SUSPENSION**

This Grantee/Provider agrees to obtain certifications on debarment and suspension from its third party contractors and sub-recipients and otherwise comply with Government regulations, including Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. 29, and Illinois law. (Attachment B)

**ITEM 33 - ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS**

The Grantee/Provider recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project.

Accordingly, the Grantee/Provider agrees to adhere to, and impose on its sub-recipients, and such federal and state requirements, as the Government may now or in the future promulgate. The Grantee/Provider expressly understands that this list does not constitute the Grantee/Provider entire obligation to meet federal requirements.

A. Environmental Protection - To the extent applicable, the Grantee/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 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Part 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR Part 771.

B. Air Quality - The Grantee/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 CFR Part 51, Sub-part T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93. To support the requisite air quality conformity finding for the project, the Grantee/Provider agrees to implement each air quality mitigation and control measure incorporated in the Project. The Grantee/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 concept and scope of the Project set forth in SIP.

EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Grantee/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 Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

C. 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 historic 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.

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

E. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee/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 the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.

F. Energy Conservation - The Grantee/Provider and its third-party contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*

G. Clean Water - The Grantee/Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. 1251 *et seq.*, and agrees to report and require each contractor or subgrantee at any tier to report any violation of these requirements resulting from any Project implementation activity of a contractor (at any tier), subgrantee (at any tier), or itself to the FTA and the Department, and the appropriate U.S. EPA Regional Office.

#### **ITEM 34 - CHARTER SERVICE OPERATIONS**

Neither the Grantee/Provider nor any mass transit operator that acts on behalf of a Grantee may 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 35 - PRIVACY**

Should the Grantee/Provider, or any of its third party contractors, or their employees, administer any system of records on behalf of the Federal or State 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.

A. For purposes of the Act, when the Agreement involves the operation of a system of records to accomplish a Government function, the Grantee and any third party contractors, sub-contractors, subgrantees and their employees involved therein are considered to be Government employees with respect to the Government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this ITEM will make this Agreement subject to termination.

B. As used in this ITEM:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by the Grantee/Provider on behalf of the Government including, but limited to, his or her education, financial transactions, medical history, and criminal, or employment history and that contains his or her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals under the control of the Grantee/Provider on behalf of the Government from which information is retrieved by the name of the individual or by some identifying symbol or other identifying particular assigned to the individual.

C. The Grantee/Provider further agrees:

(1) To comply with the Privacy Act of 1974, U.S.C. Section 552a, and regulations thereunder, when performance under the Project involves the design, development or operation of any system of records on individuals to be operated by the Grantee/Provider, its third party contractors, subgrantees, or their employees to accomplish a Government function;

(2) To notify the Government when the Grantee/Provider or any of its third party contractors, subgrantees, or their employees anticipates operating a system of records on behalf of the Government in order to implement the Project, if such system contains information about individuals retrievable by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in carrying out this Project until the necessary and applicable approval and publication requirements have been met. The Grantee/Provider, its third party contractors, sub-grantees, and their employees agree to correct, maintain, disseminate, and use such records as required by the Act, and to comply with all applicable terms of the Act;

(3) To include in every solicitation and in every third party contract and sub-agreement when the performance of work under that proposed third party contract or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third party contract or sub-agreement to accomplish a Government function, a Privacy Act notification informing the third party contractor, or subgrantee that it will be required to design, develop, or operate a system of records on individuals to accomplish a Government function subject to the Privacy Act of 1974, U.S.C. Section 552a and Federal agency regulation and that a violation of the Act may involve the imposition of criminal penalties; and

(4) To include the text of c (1) through c(e) of this ITEM, in all third party contracts and sub-agreements under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

#### **ITEM 36 - ILLINOIS GRANT FUNDS RECOVERY ACT**

This Grant is subject to the Illinois Grant Funds Recovery Act, 2011CS 705/1. This Grant is valid until June 30, 2016 and Grant funds are available to the Grantee/Provider and may be expended by the Grantee/Provider until said date unless the Department, at its discretion, grants an extension of time. Any Grant funds which are not expended or legally obligated by the Grantee at the end of this Agreement or by the expiration of the period of time Grant funds are available for

expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the PROJECT SETTLEMENT AND CLOSE-OUT ITEM in this Agreement. This GRANT FUNDS RECOVER ITEM is subject to further revision at the sole determination and discretion of the department.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the 1<sup>st</sup> of July, 2016, by their respective duly authorized officials.

---

Stan Metzger  
Chairman, Coles County Board

---

Dee Braden  
Executive Director, Coles County Council on Aging



**Section 5311 Non-Metro Operating Assistance  
Grant Application Checklist (page 2 of 2)**  
*(Must be completed and submitted with Application.)*

**Applicant Certification:**

By signing this application, I certify (1) to the statements contained in the list of certifications\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)

(\*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.

I agree

**Authorized Representative** *\*as indicated on the board resolution*

1.	<b>First Name</b>	Stan
2.	<b>Last Name</b>	Metzger
3.	<b>Suffix</b>	Mr.
4.	<b>Title</b>	Coles County Board Chairman
5.	<b>Telephone Number</b>	217-348-0595
6.	<b>Fax Number</b>	217-348-7345
7.	<b>Email Address</b>	countyboard@co.coles.il.us
8.	<b>Signature of Authorized Representative</b>	
9.	<b>Date Signed</b>	

Section 5311-DOAP Opinion of Counsel

**Opinion of Counsel**

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

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

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

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

Attorney for: (Coles County)

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

**FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: \_\_\_\_\_

The Applicant agrees to comply with applicable provisions of Categories 01 – 23. \_\_\_\_\_

OR

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

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Hiring Preferences	_____

# FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2016 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**  
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

## AFFIRMATION OF APPLICANT

Name of the Applicant: \_\_\_\_\_

Name and Relationship of the Authorized Representative: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2016, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2016.

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

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

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

Name \_\_\_\_\_  
Authorized Representative of Applicant

## AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): \_\_\_\_\_

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

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

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

Name \_\_\_\_\_  
Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

## Acceptance of the Special Warranty

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF Coles County:

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

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

PASSED by the Coles County on the 12th day of April, 2016.  
Officer or Official of Applicant

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

County Board Chair  
Title

04/12/16  
Date

**Applicant's Certification of Intent**

Applicant: Coles County  
Address: 651 Jackson Ave, Room 309  
Charleston, IL 61920

<u>Kelly Lockhart</u>	<u>PCOM</u>	<u>217-318-0521</u>
Contact Person	Title	Telephone

217-348-7343  
Fax Number

klockhart@co.coles.il.us  
E-Mail Address

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

Officer or Official of Applicant

\_\_\_\_\_  
Signature

County Board Chair  
Officer or Official Title

04/12/2016  
Date

# Ordinance

ORDINANCE NUMBER \_\_\_\_\_  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN COLES COUNTY, COUNTY, ILLINOIS

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

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

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

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

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

Section 2. The County Clerk of the County of Coles 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 Chair* of the County of Coles is hereby authorized and directed to execute and file on behalf of the County of Coles a Grant Application to the Illinois Department of Transportation.

Section 5. That the County Board Chair of the County of Coles is hereby authorized and directed to execute and file on behalf of the *(Name of Applicant)* all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the President and the Board of \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members \_\_\_\_\_

PRESENT \_\_\_\_\_

AYE \_\_\_\_\_

NAY \_\_\_\_\_

\_\_\_\_\_  
Clerk of \_\_\_\_\_ County, Illinois

APPROVED by the President of the Coles County Board, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Board Chair of Coles County, Illinois

**Sample 5311-DOAP Board Resolution**

Number \_\_\_\_\_

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE *Coles County*:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Act for fiscal year 2016, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of *Coles County*.

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

Section 3. That *Stan Metzger, County Board Chair* of the *County of Coles* is hereby authorized and directed to execute and file on behalf of the *County of Coles* such application.

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

Section 5. That *the County Board Chair* of the *County of Coles* is hereby authorized and directed to execute and file on behalf of the *County of Coles* a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2016.

Section 6. That the *County Board Chair* of the *County of Coles* 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 2016.

PRESENTED and ADOPTED this 12th day of April, 2016

\_\_\_\_\_  
(Signature of Authorized Official)

County Board Chair  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Date)



**CERTIFICATION AND RESTRICTIONS ON LOBBYING**  
**(for federal funding > \$100,000)**

I, Stan Metzger, Coles County Board Chair, hereby certify

(Name and title of official)

On behalf of the Coles County Council on Aging/Dial-A-Ride that:  
(Name of Subrecipient)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Subrecipient Coles County Council on Aging/Dial-A-Ride

Type or print name Stan Metzger

Signature of authorized representative \_\_\_\_\_ Date  / /

Contract Number \_\_\_\_\_ State Grant Number OP- \_\_\_ - \_\_\_ - FED

**APPLICATION FOR  
FEDERAL ASSISTANCE**

OMB Approval No. 0348-0043

		2. DATE SUBMITTED March 31, 2016	Applicant Identifier
1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name: Coles County		Organizational Unit: County Government	
Address (give city, county, State, and zip code): 651 Jackson, Room 309 Charleston, IL 61920		Name and telephone number of person to be contacted on matters involving this application (give area code) Kelly Lockhart (217) 348-0521	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 37-6000640		7. TYPE OF APPLICANT: (enter appropriate letter in box) B	
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify):		A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify) _____	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE: Coles County 20-509		9. NAME OF FEDERAL AGENCY: Federal Transit Administration	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Public Transportation	
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date 7/1/16	Ending Date 6/30/17	a. Applicant 19	b. Project 19
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 195,892 .00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____	
b. Applicant	\$ 65,133 .00	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
c. State	\$ 639,650 .00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No	
d. Local	\$ .00		
e. Other	\$ 49,425 .00		
f. Program Income	\$ 34,000 .00		
g. TOTAL	\$ 984,100 .00		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Type Name of Authorized Representative Stan Metzger		b. Title Chairperson	c. Telephone Number (217) 348-0521
d. Signature of Authorized Representative		e. Date Signed March 31, 2016	

Previous Edition Usable  
Authorized for Local Reproduction

Standard Form 424 (Rev. 7-97)  
Prescribed by OMB Circular A-102

FORM OP-3

SUMMARY OF TOTALS FOR REVENUES AND EXPENSES

Total Eligible Expense reported on 5311 Exhibit B (Column A, pg. 9 of OP-5 Tab)	\$ 984,100	(a)
Total Eligible Revenue reported on 5311 Exhibit B (Column A, pg. 7 of OP-5 Tab)	\$ 344,450	(b)
Section 5311 Funding requested in 5311 Application	\$ 195,892	(c)
Downstate Operating Assistance Deficit (a) - (b)	\$ 639,650	(d)
65% of Eligible Operating Expenses	\$ 639,665	(e)
Downstate Operating Assistance requested (lesser of (d) or (e))	\$ 639,650	

\*\*\*\*\*

I hereby certify that the total operating revenues and expenses reported in this Form are estimated to be incurred in the provision of public transportation services within the State of Illinois during FISCAL YEAR 2017. Expenses determined to be ineligible under such regulations for State Operating Assistance have been deducted as ineligible expenses.

Prepared by: Patricia Hicks

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

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

Revised: 02/03/16

14

DOWNSTATE  
STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

APPLICATION FORM OP-1  
COVER LETTER

\*\*\*\*\*

FOR IDOT OFFICE USE ONLY

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

\*\*\*\*\*

Application for operating assistance grants under Article II of the Downstate Public Transportation Act (30 ILCS 740/1-1 et seq.) for costs incurred during the period July 1, 2016 through June 30, 2017 (FY2017).

APPLICANT'S NAME: Coles County

STREET ADDRESS: 651 Jackson, Room 309

Charleston, IL 61920 217-348-0521  
CITY STATE ZIP CODE TELEPHONE NUMBER

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

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

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

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

04/12/2016  
\_\_\_\_\_  
Date

51



Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
Coles County	X			
Section	Fund Type	ITEP, SRTS, or HSIP Number(s)		
13-10113-00-BR	STR - Br			
Construction		Engineering		Right-of-Way
Job Number	Project Number	Job Number	Project Number	Job Number
C-97-039-14	BROS-0029(300)			

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

**Location**

Local Name 205 E Road Route TR - 28 Length .01 mile  
 Termini 0.5 miles south of Etna over Brush Creek

Current Jurisdiction Paradise Township TIP Number \_\_\_\_\_ Existing Structure No 015-3066

**Project Description**

Removal and replacement of existing structure number 015-3066.

**Division of Cost**

Type of Work	STP-Br	%	%	LPA	%	Total
Participating Construction	224,000	( 80 )	( )	56,000	( 20 )	280,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	( )	( )
Construction Engineering	( )	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )
Materials	( )	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 224,000</b>			<b>\$ 56,000</b>		<b>\$ 280,000</b>

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

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

**Local Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

**Method of Financing (State Contract Work Only)**

METHOD A---Lump Sum (80% of LPA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 METHOD C---LPA's Share \$56,000 divided by estimated total cost multiplied by actual progress payment.

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

**THE LPA AGREES:**

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

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

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for



enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

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

Number 1 - Location Map, Number 2 - LPA Appropriation Resolution Number 3 - Township Jurisdiction

(Insert Addendum numbers and titles as applicable)

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

**APPROVED**

Local Public Agency

Stan Metzger

Name of Official (Print or Type Name)

County Board Chairperson

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

(Signature)

Date

The above signature certifies the agency's TIN number is 37-6000640 conducting business as a Governmental Entity.

DUNS Number 029964541

**APPROVED**

State of Illinois  
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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

**RESOLUTION FOR FUND APPROPRIATION**

**SECTION 13-10113-00-BR**

**WHEREAS**, TR-28 is a designated route in the county highway system; and.

**WHEREAS**, the State of Illinois, Coles County and Paradise Township believe it would be beneficial to the motoring public if a township bridge on TR-28 be reconstructed; and.

**WHEREAS**, the State of Illinois, Coles County and Paradise Township are desirous of entering into an agreement to utilize federal highway funds for the above construction, setting forth the terms and obligations to each agency, a copy of which is attached hereto; and

**NOW, THEREFORE BE IT RESOLVED** by this Coles County Board, that the County Board Chair, the County Clerk and the County Engineer of Coles County are authorized, and they are directed to execute an agreement and any subsequent amendments thereto, pertaining to the financing of the above-named improvement.

**BE IT FURTHER RESOLVED** that the County Engineer shall transmit, in writing, the final agreement, and any amendments, to be executed by the County Board Chair and the County Clerk.

**BE IT FURTHER RESOLVED** that there is an appropriation of \$56,000 from Coles County as the local share, and designated to construction section 13-10113-00-BR.

**BE IT FURTHER RESOLVED** that this agreement, and any amendments, when executed in the final form, be submitted to the Illinois Department of Transportation for their approval and final processing.



STATE OF ILLINOIS  
COUNTY OF COLES

I, Sue Rennels, County Clerk in and for said County of Coles in the State of Illinois, and a keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Coles County, at its adjourned meeting held at the Coles County Courthouse on April 12, 2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in \_\_\_\_\_, in said County, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
COLES COUNTY CLERK (SEAL)

## **JURISDICTION**

The Road District hereby agrees:

1. To the implementation of the subject improvement by the STATE and COUNTY.
2. To retain jurisdiction of the completed improvement.
3. To maintain or cause to be maintained in a manner satisfactory to the STATE and FHWA, the completed improvements.

.....  
Paradise Road Commissioner

.....  
Date

**An Intergovernmental Agreement for**

**Structure No. 015-3066  
Section 13-10113-00-BR  
TR 28 in Paradise Township**

THIS AGREEMENT is entered into between the County of Coles, Illinois and the Township of Paradise, in Coles County, Illinois on the 12<sup>th</sup> day of April, 2016. The parties hereby state and agree as follows:

**A. Purpose and Objectives:**

Coles County and Paradise Township find it to be in the public's best interest to improve a structure on TR 28 in Paradise Township.

**B. Powers:**

1. The parties are empowered by the Highway Code to provide Construction and Maintenance for County and Township drainage structures, 605 ILCS 5/5-501.
2. The parties are empowered by the Intergovernmental Agreement Act (5 ILCS 220/3), and the Illinois Constitution (Ill. Const. 1970, Art. VII, Sec. 10) to enter into this Agreement.

**C. Rights and Responsibilities:**

1. The cost for the construction and other expenses of said project will be divided accordingly:
  - a. Federal Bridge Funds will contribute 80 % of the construction costs of the project.
  - b. Paradise Township will contribute 10 % of the construction costs of the project.
  - c. Coles County will contribute 10 % of the construction costs of the project.
  - d. Coles County will use their own engineering forces to perform all construction engineering duties required for this project.
2. The parties hereby agree to take any official action necessary to accomplish their respective obligations, as set forth in this Agreement.
3. This writing constitutes the entire agreement of the parties and no other representations related to this Agreement, written or oral, prior to or concurrent with this writing, shall have any effect.
4. This Agreement shall be effective as the first date written above.
5. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assignees.

IN WITNESS WHEREOF, the parties given below have executed this Agreement.

**Coles County, Illinois;**

**Paradise Township, Illinois;**

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

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

By: \_\_\_\_\_  
County Engineer

By: \_\_\_\_\_  
Township Road Commissioner

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

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

By: \_\_\_\_\_  
County Board Chair

By: \_\_\_\_\_  
Township Supervisor

24

COLES COUNTY HIGHWAY DEPARTMENT

Richard A. Johnson, P.E – County Engineer  
651 Jackson Street, Room 16  
Charleston, IL 61920  
Telephone 217-348-0527

COUNTY BRIDGE FUND PETITION

COLES COUNTY BOARD

Petition from: Seven Hickory Road District  
13757 State Hwy 130  
Charleston, IL 61920

Project No. 12-03.2016  
Structure No. NA

Location & Estimate of Costs: See Attached

Work to be performed: Remove existing crossroad culvert and replace with a 36" diameter culvert, 40 feet long. Restore existing roadway with aggregate and bituminous patch.

Cost of Project: \$7,800.00

0.02% of Assessed Valuation of City or Township \$ 3,567.00

Whereas all requirements of 605 ILCS 5/5-501, Chapter 121 of the Illinois Statutes have been satisfied concerning aid from the County Board, I hereby petition the Coles County Board to appropriate a sufficient sum to match a portion of the estimated cost of the proposed bridge/ drainage project.

Signed:   
Highway Commissioner

Approved by the Coles County Board  
this 12<sup>th</sup> day of April, 2016.

Amount Approved for Appropriation  
from the County Bridge Fund:

\$ 3,900.00

Board Chairman

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

**COLES COUNTY HIGHWAY DEPARTMENT**

**RICHARD A. JOHNSON, P.E - COUNTY ENGINEER**

**651 JACKSON STREET, ROOM 16  
CHARLESTON, IL 61920  
TELEPHONE 217-348-0527**

**COUNTY BRIDGE FUND PETITION**

**COLES COUNTY BOARD**

Petition from: East Oakland Road Dist. For: Project No. 04-2016  
12 E. Lincoln Street  
Oakland, IL 61943 Structure No. N.A.

Location: See Attached Map

Work to be Performed:

- 1. Remove existing crossroad culvert and replace with a 36" diameter aluminized steel culvert, 50 feet long. Place riprap around inlet and outlet of new culvert and restore roadway.

Estimated Cost of Project: \$ 5,800.00

0.02% of Assessed Valuation of City or Township \$ 4,612.00

Whereas all requirements of Article 5-501, Chapter 121 of the Illinois Statutes have been satisfied concerning aid from the County Board, I hereby petition the Coles County Board to appropriate a sufficient sum to match a portion of the estimated cost of the proposed bridge/drainage project.

Signed: \_\_\_\_\_  
Highway Commissioner

Approved by the Coles County Board

this 12<sup>th</sup> day of April, 2016.

Amount Approved for Appropriation  
from the County Bridge Fund:

\_\_\_\_\_  
County Board Chair

\$ 2,900.00

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

26