



Executive Committee

David Zimmerman - Chairman
Jury Commission Room – McKenzie Building
Wednesday, August 21, 2024
immediately following Risk Management

I. Roll Call

II. Approve minutes of the July 24, 2024 meeting and July 31, 2024 in-place meeting

III. Public Comment

IV. New Business

- E-24-94 A. Recommend to approve Decommissioning Agreement for Vann Parkin I – Washington and Vann Parkin II – Morton
- E-24-95 B. Recommend to approve County Delinquent Tax Sale resolution
- E-24-96 C. Recommend to approve Decommissioning Agreement for Morton Solar, LLC
- E-24-97 D. Recommend to approve consulting agreement with Wyman Group
- E-24-101 E. Recommend to approve We Care application for DOAP for FY25
- E-24-102 F. Recommend to approve We Care application for Section 5311 grant for FY25
- E-24-103 G. Recommend to approve Grant Agreement with IDOT
- E-24-104 H. Recommend to approve Tazewell County Executive Committee the Ordinance Fixing the Budget for the HLA SSA for FY25
- E-24-105 I. Recommend to approve Tazewell County Executive Committee the Levy and Assessment of Taxes for FY25
- E-24-106 J. Recommend to approve the Engineering Design Quote for HLA Culvert Lining

V. Appointments and Reappointments

- E-24-91 A. Recommend to approve appointment of Michael Deppert to the Tazewell County Extension Board

- E-24-92 B. Recommend to approve reappointment of Brian Becker to the Spring Lake Drainage and Levee District
- E-24-93 C. Recommend to approve appointment of Ron Craig to the Spring Bay Fire Protection District
- E-24-98 D. Recommend to approve reappointment of Michael Harris to the Local Landfill Review Board
- E-24-99 E. Recommend to approve reappointment of Bradley Haning to the West Fork Drainage District
- E-24-100 F. Recommend to approve reappointment of Wayne Deppert to the Union Drainage District
- E-24-107 G. Recommend to approve reappointment of Kenneth Becker to the Mackinaw River Levee & Drainage District #1
- E-24-108 H. Recommend to approve reappointment of Joshua Charlton to the Cincinnati Drainage and Levee District

VI. Unfinished Business

VII. Reports / Communications

VIII. Recess

Members: Chairman David Zimmerman, Vice Chairman Michael Harris,
Bill Atkins, Nick Graff, Jay Hall, Kim Joesting, Greg Longfellow,
Greg Menold, Dave Mingus, Nancy Proehl,
Tammy Rich-Stimson, Max Schneider

Minutes pending approval



Executive Committee Meeting

Jury Commission Room – McKenzie Building
Wednesday, July 24, 2024 – 4:02 p.m.

Committee Members Present: Chairman David Zimmerman, Vice-Chair Mike Harris, Nick Graff, Jay Hall, Kim Joesting, Greg Longfellow, Nancy Proehl, Max Schneider

Committee Members Absent: Bill Atkins, Greg Menold, Dave Mingus, Tammy Rich-Stimson

Others Attending: Mike Deluhery, County Administrator

MOTION

MOTION BY MEMBER GRAFF, SECOND BY MEMBER JOESTING to approve the minutes of the June 19, 2024 meeting and June 26, 2024 in-place meeting

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-24-59

MOTION BY MEMBER HALL, SECOND BY MEMBER PROEHL to recommend to approve Election Judge List

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-24-75

MOTION BY MEMBER SCHNEIDER, SECOND BY MEMBER LONGFELLOW to recommend to approve appointment to County Board for District 2

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-24-85

MOTION BY MEMBER LONGFELLOW, SECOND BY MEMBER PROEHL to recommend to approve National Opioid Settlement Agreement with Kroger

Stacie Ealey, Assistant Administrator of the Tazewell County Health Department, stated that opioid settlement funds received will go back into the community to help with opioid misuse.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-24-87

MOTION BY MEMBER SCHNEIDER, SECOND BY MEMBER GRAFF to recommend to approve 3rd quarter 2024 payment to Greater Peoria Economic Development Council

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-24-88

MOTION BY MEMBER LONGFELLOW, SECOND BY MEMBER PROEHL to recommend to approve Resolution Authorizing Conveyance of County Owned Right of Way

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-24-89

MOTION BY MEMBER SCHNEIDER, SECOND BY MEMBER GRAFF to recommend to approve proposed change to FY23 Energy Transition Grant Fund projects

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-24-90

MOTION BY MEMBER GRAFF, SECOND BY MEMBER LONGFELLOW to recommend to approve Intergovernmental Agreement to Provide Public Transportation in Tazewell and Woodford Counties

EMA Director Dawn Cook stated that this will not be effect until July 1, 2025. She stated that this was mainly a paperwork issue. She stated that Woodford County buses will not come to Tazewell and Tazewell County buses will not go to Woodford.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-24-72

MOTION BY MEMBER HALL, SECOND BY MEMBER PROEHL for appointment of Meghan Brake to the Human Services Transportation Planning Commission.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-24-86

MOTION BY MEMBER HALL, SECOND BY MEMBER PROEHL for appointment of Richard Jameson to the Tremont Fire Protection District

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

MOTION BY MEMBER LONGFELLOW, SECOND BY MEMBER SCHNEIDER to move the Committee into Executive Session under 5 ILCS 120/2(c)(1) – Personnel at 4:11 p.m.

On voice vote, **MOTION CARRIED UNANIMOUSLY.**

Chairman Zimmerman moved the Committee out of Executive Session at 5:07 p.m.

E-24-76

Chairman Zimmerman stated that the resolution to recommend to approve Employment Agreement with Administrator Michael Deluhery will be put on an in-place agenda on July 31, 2024

Chairman Zimmerman recessed the meeting at 5:09 p.m.

(transcribed by S. Gullette)

Minutes pending approval



In-Place Executive Committee Meeting

James Carius Community Room
Wednesday, July 31, 2024 – 6:11 p.m.

Committee Members Present: Chairman David Zimmerman, Vice-Chair Mike Harris, Bill Atkins, Nick Graff, Greg Longfellow, Dave Mingus, Nancy Proehl, Greg Menold, Tammy Rich-Stimson, Max Schneider

Committee Members Absent: Jay Hall, Kim Joesting

Others Attending: Mike Deluhery, County Administrator

MOTION

MOTION BY MEMBER MINGUS, SECOND BY MEMBER HARRIS to move the Committee into Executive Session under 5 ILCS 120/2(c)(1) – Personnel at 6:11 p.m.

On voice vote, **MOTION CARRIED UNANIMOUSLY.**

Chairman Zimmerman moved the Committee out of Executive Session at 6:30 p.m.

MOTION

E-24-76

MOTION BY MEMBER HARRIS, SECOND BY MEMBER LONGFELLOW to recommend to approve Employment Agreement with Administrator Michael Deluhery

MOTION BY MEMBER HARRIS, SECOND BY MEMBER LONGFELLOW to amend the Resolution to state that the agreement extends the effective date to November 30, 2025

On voice vote, **AMENDMENT CARRIED UNANIMOUSLY**

MOTION BY MEMBER GRAFF, SECOND BY MEMBER LONGFELLOW to amend the Resolution to extend 20 weeks of severance type benefits at the end of the contract if it were to expire.

On roll call vote, **AMENDMENT CARRIED**

Vice-Chair Harris and Members Atkins, Menold, and Scheider voted nay

On roll call vote, **MOTION AS AMENDED CARRIED**

Vice-Chair Harris and Members Atkins and Scheider voted nay

Chairman Zimmerman recessed the meeting at 6:37 p.m.

(transcribed by S. Gullette)

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Decommissioning Plan for EDPRNA DG Washington Solar, LLC (Vann Parkin I – Washington); and

WHEREAS, the 4.95 MW solar farm was approved by the County Board for Special Use on November 15th, 2023, to be located on approximately 30 acres in part of E ½ of the SW ¼ of Sec 25, approximately a half mile south of Washington in Washington Twp.; and

WHEREAS, the plan is in accordance with the Illinois Department of Agriculture's – Agricultural Impact Mitigation Agreement, in accordance with 20 ILCS 5/5-222, and Chapters 156 and 157 of the Tazewell County Code; and

WHEREAS, the developer has not included the estimated salvage value, as to decrease the level of financial assurance and has includes a 2.5% inflation rate.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development and the Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



**COUNTY OF TAZEWELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Jaclynn Workman, Administrator

11 South 4th Street, Room 400, Pekin, Illinois 61554

Phone: (309) 477-2235 / Email: zoning@tazewell-il.gov

TO: Chairman Zimmerman and Executive Committee

FROM: Jaclynn Workman, Administrator

DATE: August 8th, 2024

SUBJECT: Decommissioning Plan – Vann Parkin I –Washington and Vann Parkin II - Morton

Please find attached the Decommissioning Plans for EDPRNA DG Washington Solar, LLC (Vann Parkin I) and EDPRNA DG Morton Solar, LLC (Vann Parkin II), each a 4.95MW solar farm approved by the County Board for Special Use November 15th, 2023.

Vann Parkin I – Washington, located on approximately 30 acres of a 78 acre parcel located in part of E ½ of the SW ¼ of Sec 25, approximately a half mile south of Washington in Washington Twp. Vann Parkin II – Morton, approximately 30 acres of a 172.49ac tract located on the N side of US Rte. 150 approximately ½ mile E of the intersection of Washington Rd., Morton, IL.

Each plan contains a detailed decommissioning overview with cost estimate breakdown, created on 6/28/2024 with the RSMeans, 2024 Heavy Construction Data. Each plan includes a 2.5% annual inflation rate for the life of the project (25 years) and the facility owner will not be reducing the financial assurance by including projected scrap value. Each plan is in accordance with the Illinois Department of Agriculture’s – Agricultural Impact Mitigation Agreement, per (20 ILCS 5/5-222) and the Tazewell County Solar Ordinance. The plans was created/review by an Illinois licensed engineer.

Please feel free to contact me at your convenience if you have further questions.

JW

11 South Fourth Street ~ McKenzie Building ~ Suite 400 ~ Pekin, Illinois 61554
Phone: (309) 477-2235 ~ Fax: (309) 477-2358 ~ E-Mail: jworkman@tazewell-il.gov



Decommissioning Plan

Vann Parkin 1 - Washington Solar
Project

PREPARED FOR

EDPRNA DG Washington Solar, LLC

DATE

18 July 2024

REFERENCE

0704003



DOCUMENT DETAILS

The details entered below are automatically shown on the cover and the main page footer. PLEASE NOTE: This table must NOT be removed from this document.

DOCUMENT TITLE	Decommissioning Plan
DOCUMENT SUBTITLE	Vann Parkin 1 - Washington Solar Project
PROJECT NUMBER	0704003
DATE	18 July 2024
VERSION	01
AUTHOR	A.J. Durham, Principal Consultant, Mike Eisen, PE, Principal Consultant
CLIENT NAME	EDPRNA DG Washington Solar, LLC

DOCUMENT HISTORY

				ERM APPROVAL TO ISSUE		
VERSION	REVISION	AUTHOR	REVIEWED BY	NAME	DATE	COMMENTS
01	000	A.J. Durham, Principal Consultant, Mike Eisen, PE, Principal Consultant	Gregory Sproull	Heather Heater	7/18/2024	



Decommissioning Plan

Vann Parkin 1 - Washington Solar Project
0704003

Adam Davis

Adam Davis
Senior Solar Development Manager

Mike Eisen

Mike Eisen, PE IL License: **#062.068930**
Principal Consultant

1701 Golf Road
Suite 1-700
Rolling Meadows, IL 60008
T + 847 258 8900

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APPENDIX A DECOMMISSIONING COST ANALYSIS

LIST OF FIGURES

FIGURE 1 VANN PARKIN 1 – WASHINGTON SOLAR SITE PLAN

ACRONYMS AND ABBREVIATIONS

Acronym	Description
AC	Alternating Current
AIMA	Agricultural Impact Mitigation Agreement
Applicant or EDPR Washington Solar	EDPR NA Distributed Generation Washington Solar LLC
Board	Tazewell County Board
BMP	Best Management Practice
DC	Direct Current
ECOCAT	Ecological Compliance Assessment Tool
IPaC	Information, Planning, and Conservation
MW	megawatt
Plan	Decommissioning Plan
Project	Vann Parkin 1 Washington Solar Project
Project Area	30 acres of land on tax parcel 02-02-25-300-003 in Washington Township, Tazewell County, IL
PV	photovoltaic
USACE	United States Army Corps of Engineers

1. INTRODUCTION

EDPR NA Distributed Generation Washington Solar LLC (EDPR Washington Solar or Applicant) is pleased to provide this Decommissioning Plan (Plan) in support of its Commercial Solar Energy Facility Permit Application (Application) to the Tazewell County Board (Board) in support of the proposed Vann Parkin 1 Washington Solar Project (Project). The proposed Project is a 5-megawatt (MW) alternating current (AC)/6.74 MW direct current (DC) direct generation solar photovoltaic (PV) facility. The Project will be located on Irish Lane, east of South Main Street and west of Hunzicker Road in Washington Township, Tazewell County, Illinois (Project Area). The approximate geographical coordinates of the Project are 40.6752°, -80.4014°. Refer to **Figure 1: Vann Parkin 1 – Washington Solar Site Plan** for location and Project layout. This plan has been developed in accordance with the Tazewell County Zoning Ordinance, Chapter 156 - Solar Energy Systems (Solar Ordinance) and the Agricultural Impact Mitigation Agreement (AIMA) signed on May 3, 2024.

The proposed Project is designed to last 25 to 35 years. At the end of the proposed Project's operation, solar panels, mounts and racks, cells, modules, transformers, inverters, and foundations (to a depth of 5 feet) will be removed and the land restored to prior conditions to the extent practicable. Decommissioning activities will include removal of all surface and subsurface physical improvements including the solar arrays, electric systems and components, cabling, security barriers, roadways, gravel areas, foundations, pilings, and ground screw fencing, in accordance with the Solar Ordinance. The surface grade and soil will be returned to pre-construction conditions and groundcover/erosion control efforts will be completed.

The timeframe for completion of removal and decommissioning activities will be within twelve (12) months of the end of the useful life of the facility, unless otherwise identified by the Board. EDPR Washington Solar has reviewed, understands the timeline identified in the Solar Ordinance, and will abide by and meet the timeline mentioned above.

The Applicant recognizes that the Board may establish additional conditions related to initiation and/or completion of decommissioning from time to time.

2. PROJECT COMPONENTS

The Project would occupy approximately 30 of the approximately 78 acres of tax parcel 02-02-25-300-003 in Washington Township, Tazewell County, IL (Project Area). The Project is located on Irish Lane east of South Main Street and west of Hunzicker Road. The surrounding land use is primarily agricultural with low density residential development. The current agricultural primary land use in the area is cropland. Major Project components are described below.

- **Solar PV Equipment:** The Project will use single-axis tracker-style solar PV modules, racking posts, inverters, and other electrical equipment.
- **Internal Power Collection System:** The internal power collections system will include inverters, switchgears, transformers, and equipment pads. Electricity will be collected as DC, converted to AC by the inverters, connected to a new transmission line and utility poles on the Project Area, and then interconnected into existing Ameren power lines on South Main Street.

- **Earthwork:** It is anticipated that the Project will require limited grading and excavation within the Project Area. Site grading and drainage will be conducted in accordance with stormwater regulations, best management practices (BMPs), and the Project's Final Civil Construction Plans.
- **Roads:** The Project will be accessed via Irish Lane. The access driveway from Irish Lane to the Project Area will have a gravel surface and will be designed in accordance with the Washington Township Roadway District and Tazewell County Highway Department requirements and Final Civil Construction Plans.
- **Perimeter fencing:** The Project Area will include a seven-foot-high chain link fence around the perimeter of the solar facility. A locked entrance gate will be provided at the access driveway near its connection to the street.

3. PROJECT DECOMMISSION AND RECYCLING

Decommissioning includes the removal of aboveground and belowground materials. Prior to commencing decommissioning, EDPR Washington Solar will coordinate with Ameren to disconnect the PV array from the power grid. Decommissioning does not include equipment that may fail during operation, or equipment with a lifespan less than 25-35 years.

3.1 DECOMMISSION PREPARATION

Prior to commencement of the decommission process, EDPR Washington Solar will assess existing site conditions and prepare the site for demolition. Demolition debris will be placed in temporary onsite storage areas pending final transportation and disposal and/or recycling according to the procedures listed below.

3.2 PERMITS AND APPROVALS

It is anticipated that a National Pollutant Discharge Elimination System Permit from the Illinois Environmental Protection Agency and a Stormwater Pollution Prevention Plan will be required prior to decommissioning. A wetland and waterbody delineation was completed on February 15, 2024 within the Project Area and the surrounding area. One palustrine emergent wetland was identified within the Project Area. This wetland feature does not appear to maintain a continuous surface-level connection with Water of the United States; therefore, they would likely not be regulated by the United States Army Corps of Engineers (USACE). The delineated wetland is within an old farm ditch in the central portion of the proposed Project Area. The Illinois Department of Natural Resources Ecological Compliance Assessment Tool, also known as ECOCAT, indicated that no state-listed species and no critical habitat was identified in the Project Area. Per the U.S. Fish and Wildlife Service Information, Planning and Conservation tool, also known as IPaC, the following species may occur within the boundary of the Project: Indiana bat, northern long-eared bat, tricolored bat, whooping crane, monarch butterfly, decurrent false aster, eastern prairie fringed orchid, and lakeside daisy. If needed, EDPR Washington Solar will submit appropriate applications for permits from the state and/or local authorities having jurisdiction over these resources prior to decommission activities.

3.3 EQUIPMENT REMOVAL AND RECYCLING

Per the Solar Ordinance, during decommissioning, Project facilities and the following components, will be dismantled and removed:

- Solar panels, cells, and modules;
- Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
- Solar panel foundations (to depth of 5 feet);
- Transformers and inverters, including all components and foundations (to depth of 5 feet);
- Overhead collection system components;
- Access road(s) unless the landowner requests in writing that the access road should remain open;
- Operation and maintenance staging areas unless otherwise agreed to with the landowner; and
- Debris and litter generated by decommissioning workers.

All Project components will be removed from the site and recycled or disposed of at an authorized waste management facility. The demolition debris will be placed in temporary onsite storage area(s) pending the final transportation and disposal and/or recycling. Every practicable effort will be made to recycle or reuse facility components, including (but not limited to): gravel, glass, concrete, rebar, fencing, steel piers, steel racking, solar modules, copper and aluminum wiring, inverters, disconnects, switchgears, and transformers.

Any stormwater control features will be removed unless otherwise approved to remain by the Board and the landowner. Only minor grading and excavation is anticipated during construction; therefore, limited or no grading will be required during the decommissioning process. Temporary erosion and sediment control BMPs will be implemented during the decommissioning phase of the Project. No hazardous materials or waste will be used during the Project operation; therefore, there will be no disposal of hazardous materials or waste during decommissioning.

The Project infrastructure would be decommissioned, to occur within the twelve (12) month decommissioning timeframe.

3.4 SITE RESTORATION AND STABILIZATION

The Project installation will be completed with minimal permanent alterations to the existing Project Area. Upon decommissioning, the Applicant will restore the disturbed areas onsite as close to preconstruction conditions as is reasonably practicable, including removal of perimeter fencing, structures, and foundations to a depth of 5 feet. Some restoration and site stabilization will be required after decommissioning and removal of equipment. Gravel from the access roads will be reclaimed unless the landowner requests that it remains in place. Landscaping and trees will be removed unless the landowner requests that they remain in place. The disturbed area will be re-graded to an approximation of the original contours, reseeded, and mulched using a seed mix

appropriate for the land. The restoration of soil and ground cover would include applying topsoil, seed mix, and fertilizer if needed to revegetate the site. Limited grading is anticipated to be necessary to restore the site to its original condition, because there will be limited grading during installation of the Project.

The Project will be dismantled and removed using minimal-impact construction equipment. Removed materials will be recycled or disposed of at an authorized waste management facility. During the decommissioning, EDPR Washington Solar will use appropriate temporary construction-related erosion and sediment control measures and BMPs.

4. FUTURE LAND USE

Per the requirements of the Illinois Department of Agriculture, an AIMA must be signed by the Facility owner and filed with the County Board prior to the commencement of construction. The AIMA is intended to help preserve the integrity of any agricultural land that is impacted by the construction and decommission of a commercial solar energy facility. Per the AIMA, all solar panels shall be removed from the property and the land must be restored to its pre-existing condition for agricultural use at the end of the project life cycle. EDPR Washington Solar will identify tile lines prior to construction of the Project, and stakes or flags will mark where expected crossings or disturbances will be located. Tile lines will be restored to pre-construction condition prior to the Project, per the AIMA and Tazewell County requirements.

The AIMA requires areas that exhibit compaction and/or rutting to be scarified a depth of 18 inches prior to placement of topsoil and seed. The existence of drainage tile lines or underground utilities may necessitate less scarification depth. The Applicant is responsible for promptly repairing damage to drain tiles and other drainage systems that result from decommissioning of the commercial solar energy facility.

This Decommissioning Plan is consistent with the AIMA requirements to return the land to its pre-project conditions.

5. DECOMMISSIONING COSTS & FINANCIAL ASSURANCE

The Solar Ordinance and AIMA require EDPR Washington Solar to provide a present-day decommissioning cost estimate and provide the County with financial assurance to cover the estimated costs of facility decommissioning. **Appendix A, Decommissioning Costs Analysis without Salvage** was produced on June 28, 2024, and provides a cost estimate to decommission the site without including revenue projections from resale or salvage value.

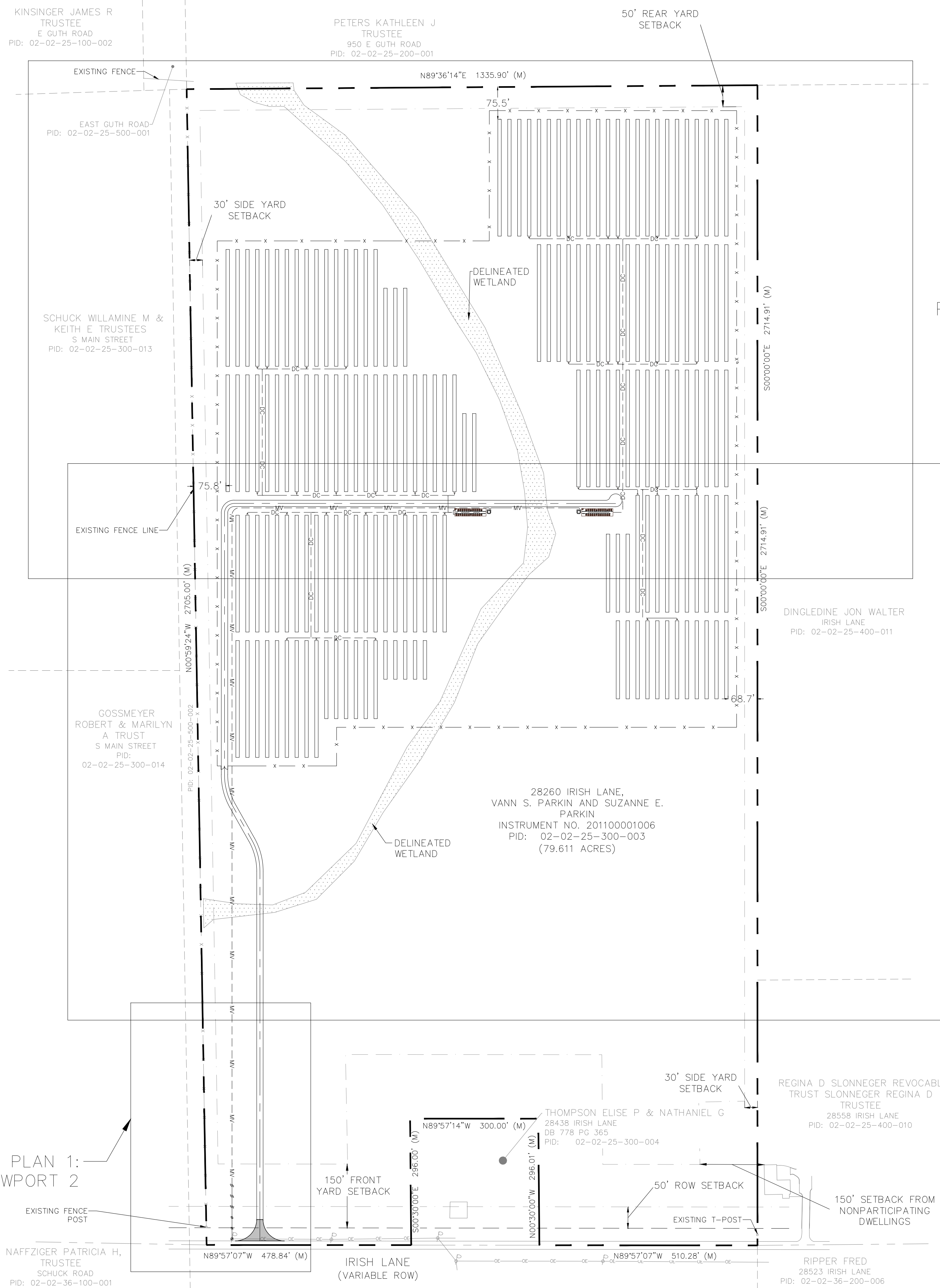
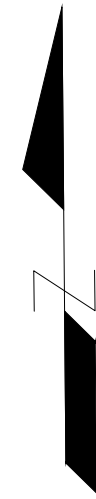
In accordance with Section 156.06 (B)(12)(c) of the Solar Ordinance EDPR Washington Solar will provide a financial assurance in the form of a surety or bond equal to the estimate of decommissioning. The assurance will be provided as follows:

- Ten percent (10%) of the end-of-life decommissioning cost estimate submitted and approved by the County on or before the first anniversary of the Commercial Operation Date of the Facility;
- Fifty percent (50%) of the end-of-life decommissioning cost on or before the sixth anniversary of the Commercial Operation Date;

- Following the tenth anniversary of the Commercial Operation Date, and every five years thereafter, the County may re-evaluate the plan and associated cost estimate.
- One hundred percent (100%) of the end-of-life decommissioning cost on or before the eleventh anniversary of the Commercial Operation Date, based upon the most recently re-evaluated version of the Plan.

As stated in Section 156.06 (B)(12)(c), EDPR Washington Solar acknowledges that every five (5) years following the ten (10) year anniversary of the Commercial Operation Date, a third-party engineer licensed in Illinois must conduct, at the expense of EDPR Washington Solar, a reevaluation of decommissioning costs for the permit and the bond. Should the County disagree with said evaluation, the County may retain services of an engineer of their choosing, at the cost of EDPR Washington Solar.

FIGURE 1 VANN PARKIN 1 – WASHINGTON SOLAR SITE PLAN



PROPOSED SITE PLAN 2

PROPOSED SITE PLAN 1:
VIEWPORT 1

PROPOSED SITE PLAN 1:
VIEWPORT 2

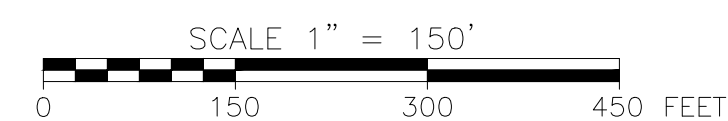
SYSTEM SUMMARY:
TOTAL DC SYSTEM SIZE: 6739.20 kWDC
TOTAL AC SYSTEM SIZE: 5000.00 kWDC

GPS COORDINATES: 40.6752, -80.4014

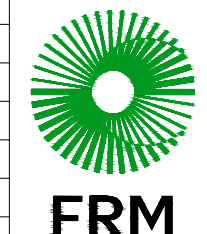
SITE PLAN LEGEND

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINES
- ZONING SETBACKS
- PUBLIC ROAD RIGHT OF WAY
- O— EXISTING OVERHEAD ELECTRIC LINE
- x-x- EXISTING FENCE
- ⊕ EXISTING UTILITY POLE
- EXISTING WETLAND
- MV --- PROPOSED UNDERGROUND MV CABLE
- DC --- PROPOSED UNDERGROUND DC CABLE
- OHE --- PROPOSED OVERHEAD POWER LINE
- PROPOSED ACCESS ROAD
- PROPOSED ASPHALT APRON
- ⊕ PROPOSED UTILITY POLE
- ⊕ PROPOSED CUSTOMER POLE
- x-x- PROPOSED FENCE
- PROPOSED SOLAR PANEL ARRAYS

NOT FOR CONSTRUCTION



Rev.	Date	Description	By	Chk



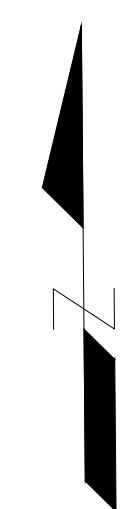
OVERALL PROPOSED SITE PLAN				DISCIPLINE NO.
WASHINGTON SOLAR PROJECT EDP RENEWABLES WASHINGTON TOWNSHIP, TAZEWELL COUNTY, ILLINOIS				REV. 0
SCALE 1" = 150'	DESIGNED BY LF	PROJECT NUMBER 0704003	SHEET NO. 01	
DATE DRAWN 06/28/2024	DRAWN BY LF	Environmental Resources Management, Inc.		

FILE PATH: C:\Users\laura.fitz@erm.com\OneDrive - ERM\EDP\Projects\Washington Solar\Overall\PRINTED ON 7/1/2024 BY: Laura Fitz

EXISTING FENCE
EAST GUTH ROAD
PID: 02-02-25-500-001

N89°36'14"E 1335.90' (M)

50' REAR YARD SETBACK



SCHUCK WILLAMINE M &
KEITH E. TRUSTEES
S MAIN STREET
PID: 02-02-25-300-013

28260 IRISH LANE,
VANN S. PARKIN AND SUZANNE E.
PARKIN
INSTRUMENT NO. 201100001006
PID: 02-02-25-300-003
(79.611 ACRES)

30' SIDE YARD SETBACK
20.0 MIN' (TYP.)
8.1' (TYP.)
15.0' (TYP.)
23.1' (TYP.)

PROPOSED 7' HIGH CHAIN LINK FENCE

30' SIDE YARD SETBACK

DELINEATED WETLAND

PROPOSED SOLAR PV ARRAY (TYP.)

PROPOSED EMERGENCY PEDESTRIAN GATE

PROPOSED 15' WIDE GRAVEL ACCESS ROAD

DC COMBINER BOX (TYP.)

PROPOSED EQUIPMENT PAD A

PROPOSED EQUIPMENT PAD B

EXISTING FENCE LINE

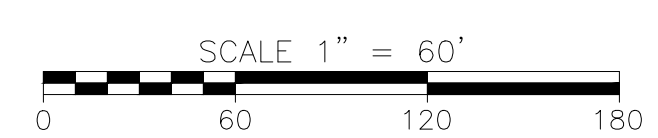
R15.0
R30.0

R15.0

SITE PLAN LEGEND

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINES
- ZONING SETBACKS
- PUBLIC ROAD RIGHT OF WAY
- O/E — EXISTING OVERHEAD ELECTRIC LINE
- X — X — EXISTING FENCE
- U — U — EXISTING UTILITY POLE
- EXISTING WETLAND
- MV — PROPOSED UNDERGROUND MV CABLE
- DC — PROPOSED UNDERGROUND DC CABLE
- O/E — PROPOSED OVERHEAD POWER LINE
- PROPOSED ACCESS ROAD
- PROPOSED ASPHALT APRON
- U — U — PROPOSED UTILITY POLE
- C — C — PROPOSED CUSTOMER POLE
- X — X — PROPOSED FENCE
- PROPOSED SOLAR PANEL ARRAYS

NOT FOR CONSTRUCTION



Rev.	Date	Description	By	Chk



PROPOSED SITE PLAN 2				DISCIPLINE NO.
WASHINGTON SOLAR PROJECT EDP RENEWABLES				REV.
WASHINGTON TOWNSHIP, TAZEWELL COUNTY, ILLINOIS				0
SCALE	DESIGNED BY	PROJECT NUMBER	SHEET NO.	
1" = 60'	LF	0704003	03	
DATE DRAWN	DRAWN BY	Environmental Resources Management, Inc.		
06/28/2024	LF			

FILE PATH: C:\Users\laura.friz\Desktop\Draw - ERM\EDP\Renewables\Plan\2\DCOM SITE PLAN 2.PLT, PRINTED ON: 7/1/2024 BY: Laura Friz



APPENDIX A DECOMMISSIONING COST ANALYSIS
WITHOUT SALVAGE

Washington Solar Project

Tazewell County

Decommissioning Opinion of Probable Cost

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

EA = Each, LF = Linear Feet, AC = Acre.

Decommissioning Cost				
Item Description	Qty	Unit	Unit Cost	Total Cost
Reinforce Access Roads	2,700	lf	\$ 15.00	\$ 41,000
Site leveling and Seeding	44	ac	\$ 4,000.00	\$ 176,000
Fence Removal	5,500	lf	\$ 4.30	\$ 24,000
Erosion Control	44	ac	\$ 250.00	\$ 11,000
Inverter and Transformer Removal	42	ea	\$ 4,200.00	\$ 176,000
MV Collection Line Removal	2,185	lf	\$ 3.20	\$ 7,000
DC Line Removal	4,300	lf	\$ 0.67	\$ 3,000
Overhead Line Removal	125	lf	\$ 4.00	\$ 1,000
Utility Pole Removal	5	ea	\$ 480.00	\$ 2,000
Module Disassembly and Removal	11,520	ea	\$ 6.10	\$ 70,000
Pile Removal	1,728	ea	\$ 12.69	\$ 22,000
Access Road Removal	1,728	lf	\$ 28.50	\$ 49,000
Stormwater Pipe Removal	235	lf	\$ 29.50	\$ 7,000
Stormwater Structures Removal	8	ea	\$ 230.75	\$ 1,800
Gross Project Cost				\$ 590,800.00
25-Year Inflation (2.5%/year)				\$ 1,095,000.00

Notes:

1. Quantities were recorded on 6/28/2024 from CAD site layout received from EDPRNA DG Washington Solar.
2. Rates were derived from RSMeans Online (Heavy construction, 2024 data), similar previous projects, and examples provided by Tazewell County.
3. Labor, material, and equipment rates are based on RSMeans City Cost Index (CCI) for Peoria, IL.
4. The age at decommissioning for this estimate is 25 years.
5. This estimate assumes pile spacing of approximately 9 piles per module.
6. Indirect costs and Owner's costs were excluded from this estimate.



Decommissioning Plan

Vann Parkin 2 - Morton Solar Project

PREPARED FOR

EDPRNA DG Morton Solar, LLC

DATE

18 July 2024

REFERENCE

0704003



DOCUMENT DETAILS

The details entered below are automatically shown on the cover and the main page footer. PLEASE NOTE: This table must NOT be removed from this document.

DOCUMENT TITLE	Decommissioning Plan
DOCUMENT SUBTITLE	Vann Parkin 2 - Morton Solar Project
PROJECT NUMBER	0704003
DATE	18 July 2024
VERSION (delete field if unneeded)	01
AUTHOR	A.J. Durham, Principal Consultant, Taylor Baldwin, Consulting Associate and Mike Eisen, PE, Principal Consultant
CLIENT NAME	EDPRNA DG Morton Solar, LLC

DOCUMENT HISTORY

VERSION	REVISION	AUTHOR	REVIEWED BY	ERM APPROVAL TO ISSUE		COMMENTS
				NAME	DATE	
01	000	A.J. Durham, Principal Consultant, Mike Eisen, PE, Principal Consultant	Gregory Sproull	Heather Heater	07/18/2024	

Decommissioning Plan

Vann Parkin 2 - Morton Solar Project

0704003

Adam Davis

Adam Davis
Senior Solar Development Manager

Mike Eisen

Mike Eisen, PE IL License: **#062.068930**
Principal Consultant

1701 Golf Road
Suite 1-700
Rolling Meadows, IL 60008
T + 847 258 8900

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APPENDIX A DECOMMISSIONING COST ANALYSIS

LIST OF FIGURES

FIGURE 1 VANN PARKIN 2 – MORTON SOLAR SITE PLAN

ACRONYMS AND ABBREVIATIONS

Acronym	Description
AC	Alternating Current
AIMA	Agricultural Impact Mitigation Agreement
Applicant or EDPR Morton Solar	EDPR NA Distributed Generation Morton Solar LLC
Board	Tazewell County Board
BMP	Best Management Practice
DC	Direct Current
ECOCAT	Ecological Compliance Assessment Tool
IPaC	Information, Planning and Conservation
MW	megawatt
Plan	Decommissioning Plan
Project	Vann Parkin 2 Morton Solar Project
Project Area	34 acres of land on tax parcel 06-06-13-300-003 in Morton Township, Tazewell County, IL
PV	photovoltaic
USACE	United States Army Corps of Engineers

1. INTRODUCTION

EDPR NA Distributed Generation Morton Solar LLC (EDPR Morton Solar or Applicant) is pleased to provide this Decommissioning Plan (Plan) in support of its Commercial Solar Energy Facility Permit Application (Application) to the Tazewell County Board (Board) in support of the proposed Vann Parkin 2 Morton Solar Project (Project). The proposed Project is a 5-megawatt (MW) alternating current (AC)/6.74 MW direct current (DC) direct generation solar photovoltaic (PV) facility. The Project will be located on Washington Road in Morton Township, Tazewell County, Illinois (Project Area). The approximate geographical coordinates of the Project are 40.6147°, -89.4032°. Refer to **Figure 1: Vann Parkin 2 – Morton Solar Site Plan** for location and Project layout. This plan has been developed in accordance with the Tazewell County Zoning Ordinance, Chapter 156 - Solar Energy Systems (Solar Ordinance) and the Agricultural Impact Mitigation Agreement (AIMA) signed on May 3, 2024.

The proposed Project is designed to last 25 to 35 years. At the end of the proposed Project's operation, solar panels, mounts and racks, cells, modules, transformers, inverters, and foundations (to a depth of 5 feet) will be removed and the land restored to prior condition to the extent practicable. Decommissioning activities will include removal of all surface and subsurface physical improvements including the solar arrays, electric systems and components, cabling, security barriers, roadways, gravel areas, foundations, pilings, and ground screw fencing, in accordance with the Solar Ordinance. The surface grade and soil will be returned to pre-construction conditions and groundcover/erosion control efforts will be completed.

The timeframe for completion of removal and decommissioning activities will be within twelve (12) months of the end of the useful life of the facility, unless otherwise identified by the Board. EDPR Morton Solar has reviewed, understands the timeline identified in the Solar Ordinance, and will abide by and meet the timeline mentioned above.

The Applicant recognizes that the Board may establish additional conditions related to initiation and/or completion of decommissioning from time to time.

2. PROJECT COMPONENTS

The Project would occupy approximately 35 of the approximately 175 acres of tax parcel 06-06-13-300-003 in Morton Township, Tazewell County, IL (Project Area). The Project is located on Washington Road north of U.S. Highway 150 and south of Interstate 74. The surrounding land use is primarily agricultural with low density residential development. The current agricultural primary land use in the area is cropland. Major Project components are described below.

- **Solar PV Equipment:** The Project will use single-axis tracker-style solar PV modules, racking posts, inverters, and other electrical equipment.
- **Internal Power Collection System:** The internal power collections system will include inverters, switchgears, transformers, and equipment pads. Electricity will be collected as DC, converted to AC by the inverters, connected to a new transmission line and utility poles on the Project Area, and then interconnected into existing Ameren power lines on Washington Road.

- **Earthwork:** It is anticipated that the Project will require limited grading and excavation within the Project Area. Site grading and drainage will be conducted in accordance with stormwater regulations, best management practices (BMPs), and the Project's Final Civil Construction Plans.
- **Roads:** The Project will be accessed via Washington Road. The access driveway from Washington Road to the Project Area will have a gravel surface and will be designed in accordance with the Tazewell County Highway Department and requirements and Final Civil Construction Plans.
- **Perimeter fencing:** The Project Area will include a seven-foot-high chain link fence around the perimeter of the solar facility. A locked entrance gate will be provided at the access driveway near its connection to the street.

3. PROJECT DECOMMISSION AND RECYCLING

Decommissioning includes the removal of aboveground and belowground materials. Prior to commencing decommissioning, EDPR Morton Solar will coordinate with Ameren to disconnect the PV array from the power grid. Decommissioning does not include equipment that may fail during operation, or equipment with a lifespan less than 25-35 years.

3.1 DECOMMISSION PREPARATION

Prior to commencement of the decommission process, EDPR Morton Solar will assess existing site conditions and prepare the site for demolition. Demolition debris will be placed in temporary onsite storage areas pending final transportation and disposal and/or recycling according to the procedures listed below.

3.2 PERMITS AND APPROVALS

It is anticipated that a National Pollutant Discharge Elimination System Permit from the Illinois Environmental Protection Agency and a Stormwater Pollution Prevention Plan will be required prior to decommissioning. A wetland and waterbody delineation was completed on February 15, 2024 within the Project Area and the surrounding area. One palustrine forested wetland, one ephemeral/intermittent stream, and one ephemeral stream were identified outside of the Project Area. These wetland and water features do not appear to maintain a continuous surface-level connection with Water of the United States; therefore, they would likely not be regulated by the United States Army Corps of Engineers (USACE). Additionally, the two streams would likely not be regulated by the USACE or Tazewell County, because they are not relatively permanent aquatic features that would qualify as Waters of the United States. The delineated wetland and streams are situated on the northern portion of the parcel and outside the proposed Project Area. No disturbance will take place within these features. The Illinois Department of Natural Resources Ecological Compliance Assessment Tool, also known as ECOCAT, indicated that no state-listed species and no critical habitat was identified in the Project Area. Per the U.S. Fish and Wildlife Service Information, Planning and Conservation, also known as IPaC, the following species may occur within the boundary of the Project: Indiana bat, northern long-eared bat, tricolored bat, whooping crane, monarch butterfly, decurrent false aster, eastern prairie fringed orchid, and

lakeside daisy. If needed, appropriate applications for permits from the state and/or local authorities having jurisdiction shall be submitted and approved prior to decommission activities.

3.3 EQUIPMENT REMOVAL AND RECYCLING

Per the Solar Ordinance, during decommissioning, Project facilities and the following components, will be dismantled and removed:

- Solar panels, cells, and modules;
- Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
- Solar panel foundations (to depth of 5 feet);
- Transformers and inverters, including all components and foundations (to depth of 5 feet);
- Overhead collection system components;
- Access road(s) unless the landowner requests in writing that the access road should remain open;
- Operation and maintenance staging areas unless otherwise agreed to with the landowner; and
- Debris and litter generated by decommissioning workers.

All Project components will be removed from the site and recycled or disposed of at an authorized waste management facility. The demolition debris will be placed in temporary onsite storage area(s) pending the final transportation and disposal and/or recycling. Every practicable effort will be made to recycle or reuse facility components, including (but not limited to): gravel, glass, concrete, rebar, fencing, steel piers, steel racking, solar modules, copper and aluminum wiring, inverters, disconnects, switchgears, and transformers.

Any stormwater control features will be removed unless otherwise approved to remain by the Board and the landowner. Only minor grading and excavation is anticipated during construction; therefore, limited or no grading will be required during the decommissioning process. Temporary erosion and sediment control BMPs will be implemented during the decommissioning phase of the Project. No hazardous materials or waste will be used during the Project operation; therefore, there will be no disposal of hazardous materials or waste during decommissioning.

The Project infrastructure would be decommissioned, to occur within the twelve (12) month decommissioning timeframe.

3.4 SITE RESTORATION AND STABILIZATION

The Project installation will be completed with minimal permanent alterations to the existing Project Area. Therefore, upon decommissioning, the Applicant will restore the disturbed areas onsite as close to preconstruction conditions as is reasonably practicable, including removal of perimeter fencing, structures, and foundations to a depth of 5 feet. Some restoration and site stabilization will be required after decommissioning and removal of equipment. Gravel from the access roads will be reclaimed unless the landowner requests that it remains in place. Landscaping

and trees will be removed unless the landowner requests that they remain in place. The disturbed area will be re-graded to an approximation of the original contours, reseeded, and mulched using a seed mix appropriate for the land. The restoration of soil and ground cover would include applying topsoil, seed mix, and fertilizer if needed to revegetate the site. Very limited grading is anticipated to be performed to restore the site to its original condition, because there will be limited grading during installation of the Project.

The Project will be dismantled and removed using minimal-impact construction equipment. Removed materials will be recycled or disposed of at an authorized waste management facility. During the decommissioning, EDPR Morton Solar will use appropriate temporary construction-related erosion and sediment control measures and BMPs.

4. FUTURE LAND USE

Per the requirements of the Illinois Department of Agriculture, an AIMA must be signed by the Facility owner and filed with the County Board prior to the commencement of construction. The AIMA is intended to help preserve the integrity of any agricultural land that is impacted by the construction and decommission of a commercial solar energy facility. Per the AIMA, all solar panels shall be removed from the property and the land must be restored to its pre-existing condition for agricultural use at the end of the project life cycle. EDPR Morton Solar will identify tile lines prior to construction of the Project, and stakes or flags will mark where expected crossings or disturbances will be located. Tile lines will be restored to pre-construction condition prior to the Project, per the AIMA and Tazewell County requirements.

The AIMA requires areas that exhibit compaction and/or rutting to be scarified a depth of 18 inches prior to placement of topsoil and seed. The existence of drainage tile lines or underground utilities may necessitate less scarification depth. The Applicant is responsible for promptly repairing damage to drain tiles and other drainage systems that result from decommissioning of the commercial solar energy facility.

This Decommissioning Plan is consistent with the AIMA requirements to return the land to its pre-project conditions.

5. DECOMMISSIONING COSTS & FINANCIAL ASSURANCE

The Solar Ordinance and AIMA require EDPR Morton Solar to provide a present-day decommissioning cost estimate and provide the County with financial assurance to cover the estimated costs of facility decommissioning. **Appendix A, Decommissioning Costs Analysis without Salvage** was produced on June 4, 2024 and provides a cost estimate to decommission the site without including revenue projections from resale or salvage value.

In accordance with Section 156.06 (B)(12)(c) of the Solar Ordinance EDPR Morton Solar will provide a financial assurance in the form of a surety or bond equal to the estimate of decommissioning. The assurance will be provided as follows:

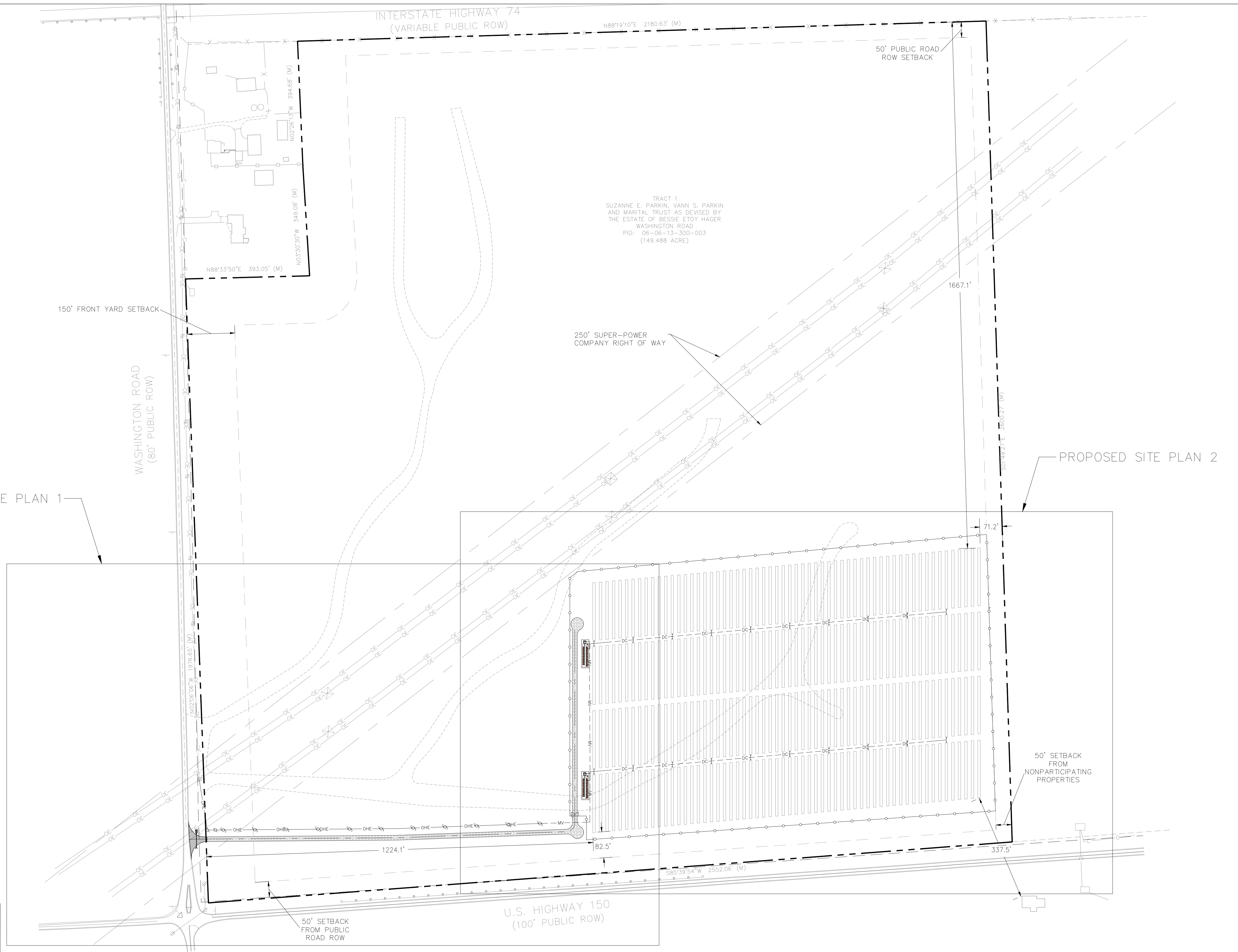
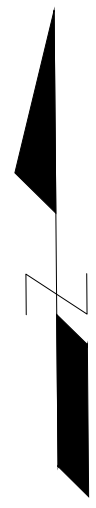
- Ten percent (10%) of the end-of-life decommissioning cost estimate submitted and approved by the County on or before the first anniversary of the Commercial Operation Date of the Facility;

- Fifty percent (50%) of the end-of-life decommissioning cost on or before the sixth anniversary of the Commercial Operation Date;
- Following the tenth anniversary of the Commercial Operation Date, and every five years thereafter, the County may re-evaluate the plan and associated cost estimate.
- One hundred percent (100%) of the end-of-life decommissioning cost on or before the eleventh anniversary of the Commercial Operation Date, based upon the most recently re-evaluated version of the Plan.

As stated in Section 156.06 (B)(12)(c), EDPR Morton Solar acknowledges that every five (5) years following the ten (10) year anniversary of the Commercial Operation Date, a third-party engineer licensed in Illinois must conduct, at the expense of EDPR Morton Solar, a reevaluation of decommissioning costs for the permit and the bond. Should the County disagree with said evaluation, the County may retain services of an engineer of their choosing, at the cost of EDPR Morton Solar.

FIGURE 1 VANN PARKIN 2 – MORTON SOLAR SITE PLAN



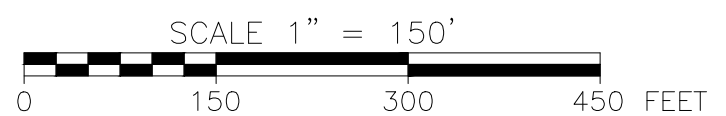


SYSTEM SUMMARY:
 TOTAL DC SYSTEM SIZE: 6739.20 kWDC
 TOTAL AC SYSTEM SIZE: 5000.0 kWDC
 GPS COORDINATES: 40.6147, -89.4032

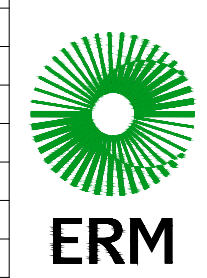
LEGEND

- PROPERTY BOUNDARY LINE
- - - ZONING SETBACKS
- - - EXISTING EDGE OF TILLED GROUND
- - - PUBLIC ROAD RIGHT OF WAY
- - - OVERHEAD ELECTRIC RIGHT OF WAY
- - - EXISTING OVERHEAD ELECTRIC LINE
- - - EXISTING FENCE
- - - EXISTING AGRICULTURAL FENCE
- - - EXISTING GUARDRAIL
- - - EXISTING COMMUNICATION
- ⊠ EXISTING ELECTRICAL TOWER
- ⊙ EXISTING UTILITY POLE
- ▬ PROPOSED ACCESS ROAD
- ▬ PROPOSED ASPHALT APRON
- ⊙ PROPOSED UTILITY POLE
- ⊙ PROPOSED CUSTOMER POLE
- ⊙ PROPOSED FENCE
- ▬ SOLAR PANEL ARRAYS
- ▬ MV PROPOSED UNDERGROUND MV CABLE
- ▬ DC PROPOSED UNDERGROUND DC CABLE
- ▬ OHE PROPOSED OVERHEAD POWER LINE

NOT FOR CONSTRUCTION



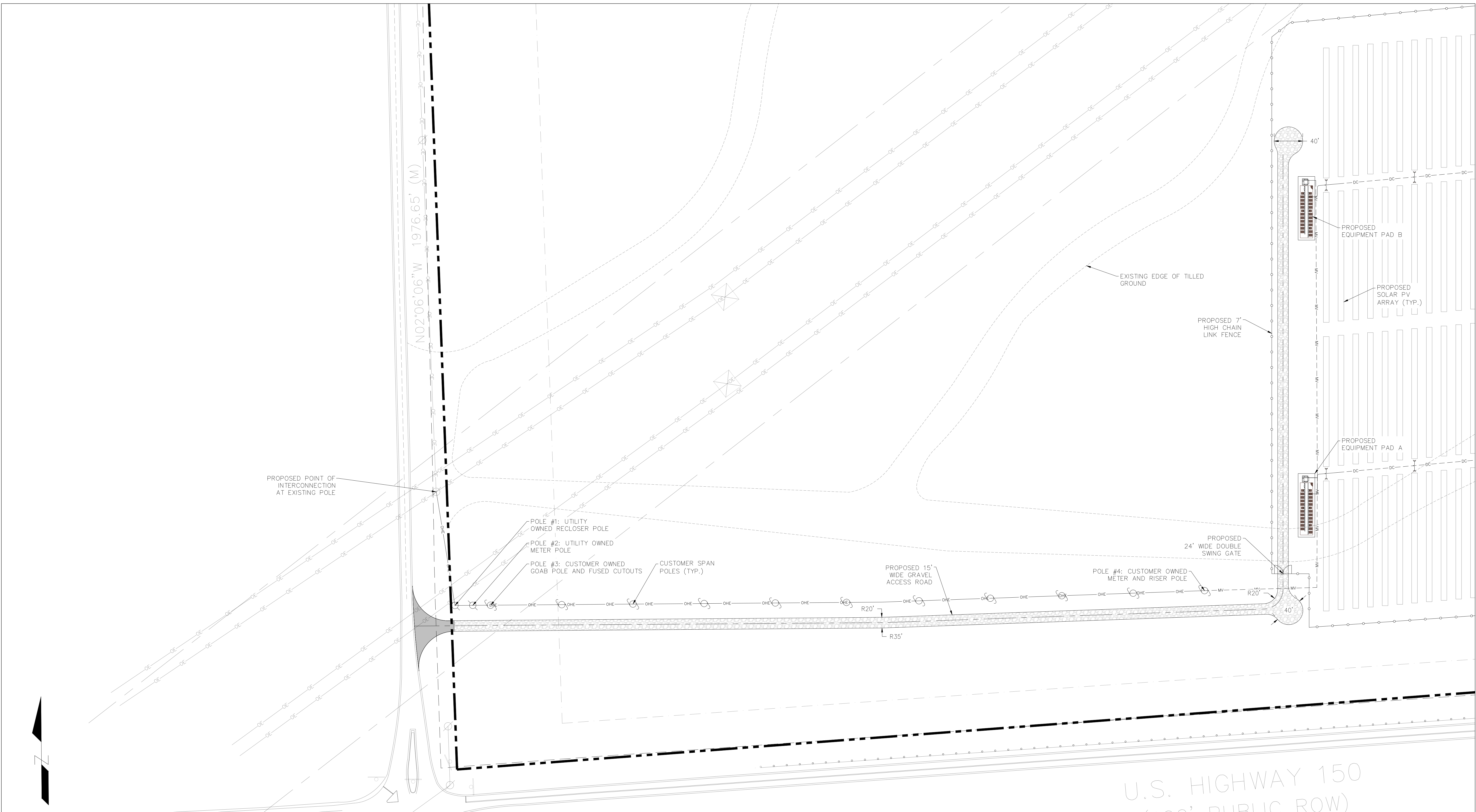
Rev.	Date	Description	By	Chk



OVERALL PROPOSED SITE PLAN				DISCIPLINE NO.
MORTON SOLAR PROJECT EDP RENEWABLES TAZEWELL COUNTY, ILLINOIS				REV. 0
SCALE 1" = 150'	DESIGNED BY CNS	PROJECT NUMBER 0704003	SHEET NO. 01	
DATE DRAWN 06/12/2024	DRAWN BY CNS	Environmental Resources Management, Inc.		

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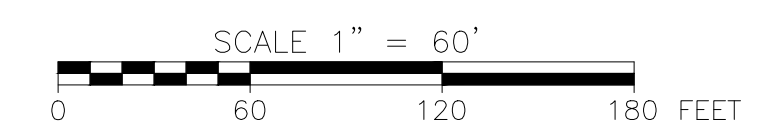


U.S. HIGHWAY 150
(100' PUBLIC ROW)

LEGEND

- PROPERTY BOUNDARY LINE
- - - ZONING SETBACKS
- - - EXISTING EDGE OF TILLED GROUND
- - - PUBLIC ROAD RIGHT OF WAY
- - - OVERHEAD ELECTRIC RIGHT OF WAY
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING FENCE
- x - EXISTING AGRICULTURAL FENCE
- - - EXISTING GUARDRAIL
- - - EXISTING COMMUNICATION
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- ⊙ EXISTING UTILITY POLE
- ▬ PROPOSED ACCESS ROAD
- ▬ PROPOSED ASPHALT APRON
- ⊙ PROPOSED UTILITY POLE
- ⊙ PROPOSED CUSTOMER POLE
- PROPOSED FENCE
- ▬ SOLAR PANEL ARRAYS
- MV— PROPOSED UNDERGROUND MV CABLE
- DC— PROPOSED UNDERGROUND DC CABLE
- OHE— PROPOSED OVERHEAD POWER LINE

NOT FOR CONSTRUCTION



Rev.	Date	Description	By	Chk

PROPOSED SITE PLAN 1

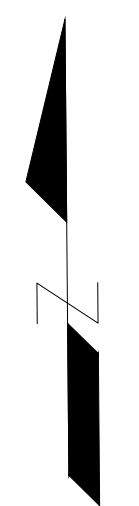
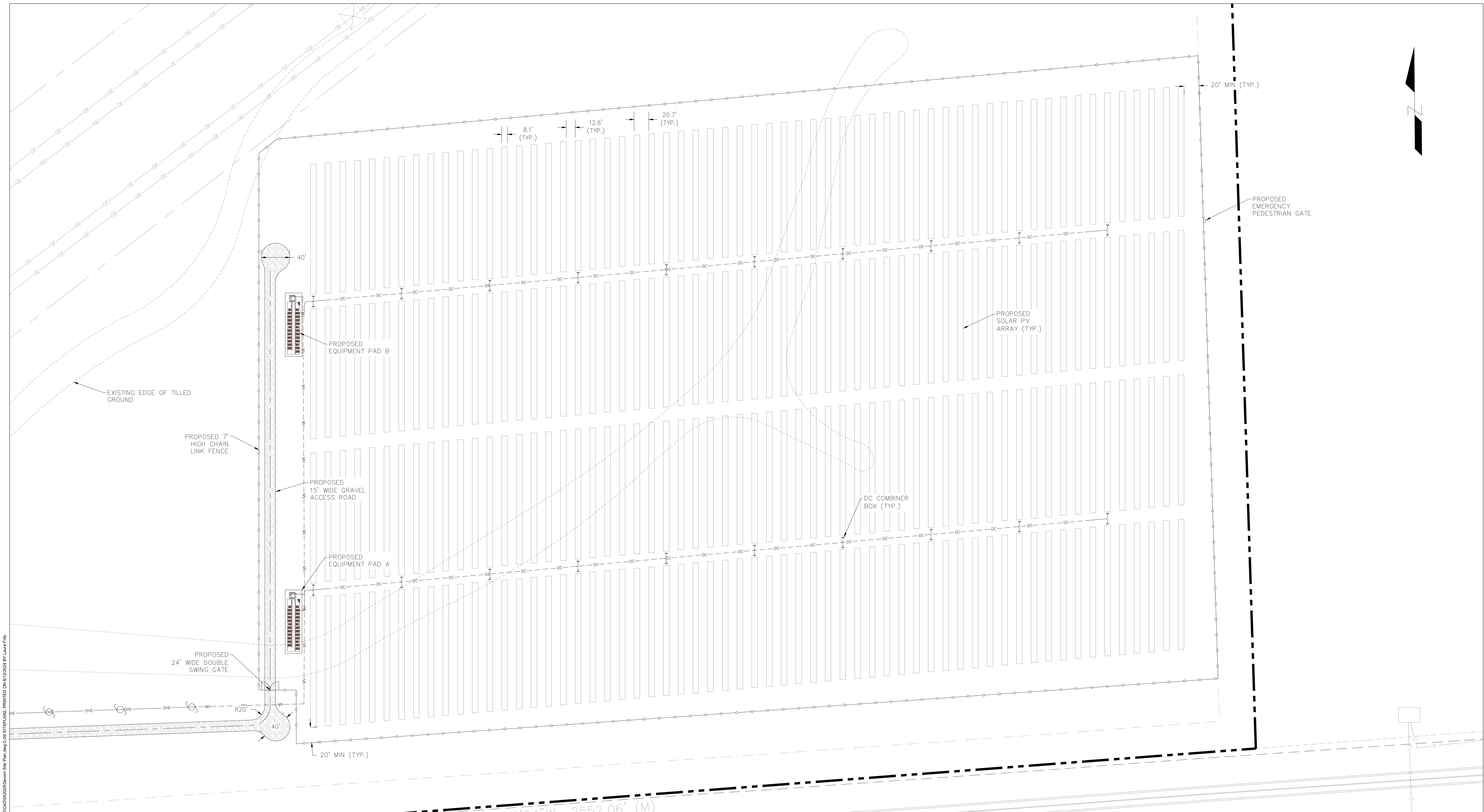
MORTON SOLAR PROJECT
EDP RENEWABLES
TAZEWELL COUNTY, ILLINOIS

SCALE: 1" = 60' DESIGNED BY: CNS PROJECT NUMBER: 0704003

DATE DRAWN: 06/12/2024 DRAWN BY: CNS

Environmental Resources Management, Inc.

DISCIPLINE NO.	
REV.	0
SHEET NO.	02

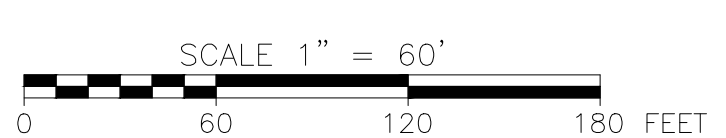


FILE PATH: C:\Users\laura\Fitzi\OneDrive - ERM\Documents\Projects\2400000000\Drawings\Site\Plan\03 SITE PLAN_2 - PRINTED ON 6/12/2024 BY Laura Fitz

LEGEND

- PROPERTY BOUNDARY LINE
- - - ZONING SETBACKS
- - - EXISTING EDGE OF TILLED GROUND
- - - PUBLIC ROAD RIGHT OF WAY
- - - OVERHEAD ELECTRIC RIGHT OF WAY
- O — EXISTING OVERHEAD ELECTRIC LINE
- E — EXISTING FENCE
- x - EXISTING AGRICULTURAL FENCE
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- - - EXISTING COMMUNICATION
- ⊠ EXISTING ELECTRICAL TOWER
- ⊙ EXISTING UTILITY POLE
- ▨ PROPOSED ACCESS ROAD
- ▭ PROPOSED ASPHALT APRON
- ⊙ PROPOSED UTILITY POLE
- ⊙ PROPOSED CUSTOMER POLE
- ○ — PROPOSED FENCE
- ▭ SOLAR PANEL ARRAYS
- MV — PROPOSED UNDERGROUND MV CABLE
- DC — PROPOSED UNDERGROUND DC CABLE
- OHE — PROPOSED OVERHEAD POWER LINE

NOT FOR CONSTRUCTION



Rev.	Date	Description	By	Chk

PROPOSED SITE PLAN 2

MORTON SOLAR PROJECT
EDP RENEWABLES
TAZEWELL COUNTY, ILLINOIS

DISCIPLINE NO. 0

REV. 03

SCALE 1" = 60'	DESIGNED BY CNS	PROJECT NUMBER 0704003
DATE DRAWN 06/12/2024	DRAWN BY CNS	

Environmental Resources Management, Inc.



APPENDIX A DECOMMISSIONING COST ANALYSIS
WITHOUT SALVAGE

Morton Solar Project

Tazewell County

Decommissioning Opinion of Probable Cost

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

EA = Each, LF = Linear Feet, AC = Acre.

Decommissioning Cost				
Item Description	Qty	Unit	Unit Cost	Total Cost
Reinforce Access Roads	1,831	lf	\$ 15.00	\$ 27,000
Site leveling and Seeding	35	ac	\$ 4,000.00	\$ 140,000
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Erosion Control	35	ac	\$ 250.00	\$ 9,000
Inverter and Transformer Removal	42	ea	\$ 4,200.00	\$ 176,000
MV Collection Line Removal	789	lf	\$ 3.20	\$ 3,000
DC Line Removal	2,644	lf	\$ 0.67	\$ 2,000
Overhead Line Removal	1,215	lf	\$ 4.00	\$ 5,000
Utility Pole Removal	13	ea	\$ 480.00	\$ 6,000
Module Disassembly and Removal	11,520	ea	\$ 6.10	\$ 70,000
Pile Removal	1,728	ea	\$ 12.69	\$ 22,000
Access Road Removal	1,831	lf	\$ 28.50	\$ 52,000
Stormwater Pipe Removal	135	lf	\$ 29.50	\$ 4,000
Stormwater Structures Removal	6	ea	\$ 230.75	\$ 1,400
Gross Project Cost				\$ 536,400.00
25-Year Inflation (2.5%/year)				\$ 995,000.00

Notes:

1. Quantities were recorded on 7/24/2024 from CAD site layout received from EDPRNA DG Morton Solar.
2. Rates were derived from RSMeans Online (Heavy construction, 2024 data), similar previous projects, and examples provided by Tazewell County.
3. Labor, material, and equipment rates are based on RSMeans City Cost Index (CCI) for Peoria, IL.
4. The age at decommissioning for this estimate is 25 years.
5. This estimate assumes pile spacing of approximately 9 piles per module.
6. Indirect costs and Owner's costs were excluded from this estimate.

08/07/2024

Tazewell County Monthly Resolution List - August 2024

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
08-24-001	0624006	SAL	CHEAP HOME FINDERS, INC.	01-01-34-310-002	1,102.00	0.00	0.00	88.00	450.00	0.00	564.00
08-24-002	0624016	SAL	EUGENE KRIZAN	02-02-30-401-010	838.00	0.00	0.00	88.00	450.00	0.00	300.00
08-24-003	0624017	SAL	KEVIN SHELBY	04-04-13-301-022	2,550.00	0.00	0.00	88.00	615.50	0.00	1,846.50
08-24-004	0624031	SAL	PIGGY BANK INVESTMENT PROPERTIES, LLC	05-05-04-400-029	923.00	0.00	0.00	88.00	450.00	0.00	385.00
08-24-005	0624040	SAL	VIKTOR ZIVREV	05-05-18-312-043	19,602.00	0.00	0.00	88.00	4,878.50	0.00	14,635.50
08-24-006	0624041	SAL	JOHN R & BARBARA L VANDERHEYDT	05-05-27-201-025	1,201.00	0.00	0.00	88.00	450.00	0.00	663.00
08-24-007	0624045	SAL	ROBERT E. MONROE	10-10-12-413-007	10,026.00	0.00	0.00	88.00	2,503.25	0.00	7,434.75
08-24-008	0624049	SAL	CHEAP HOME FINDERS, INC.	10-10-34-400-007	5,502.00	0.00	0.00	88.00	1,353.50	0.00	4,060.50
08-24-009	0624050	SAL	JAMES WAHLFELD	10-10-34-400-010	1,500.00	0.00	0.00	88.00	450.00	0.00	962.00
08-24-010	0624059	SAL	JOHN MORGAN	13-13-15-103-010	905.00	0.00	0.00	88.00	477.43	0.00	339.57
Totals					\$44,149.00	\$0.00	\$0.00	\$880.00	\$12,078.18	\$0.00	\$31,190.82

Clerk Fees **\$0.00**
 Recorder/Sec of State Fees **\$880.00**
 Total to County **\$32,070.82**

Committee Members



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

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

FONDULAC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-01-34-310-002

As described in certificate(s) : 0138 sold October 2001

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

WHEREAS, CHEAP HOME FINDERS, INC., has bid \$1,102.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$564.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,102.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$564.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



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

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

WASHINGTON TOWNSHIP

PERMANENT PARCEL NUMBER: 02-02-30-401-010

As described in certificate(s) : 201700241 sold October 2018

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

WHEREAS, EUGENE KRIZAN, ELIZABETH KRIZAN, has bid \$838.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$838.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

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

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-24-002

RESOLUTION



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

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

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-04-13-301-022

As described in certificate(s) : 202000251 sold October 2021

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

WHEREAS, Kevin Shelby, has bid \$2,550.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$1,846.50 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,550.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$1,846.50 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-24-003

RESOLUTION



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

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

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-04-400-029

As described in certificate(s) : 202000522 sold October 2021

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

WHEREAS, PIGGY BANK INVESTMENT PROPERTIES, LLC, has bid \$923.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$385.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$923.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$385.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



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

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

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-18-312-043

As described in certificate(s) : 202000642 sold October 2021

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

WHEREAS, VIKTOR ZIVREV, has bid \$19,602.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$14,635.50 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$19,602.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$14,635.50 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____,

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



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

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

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-27-201-025

As described in certificates(s) : 202000647 sold October 2021

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

WHEREAS, JOHN R & BARBARA L VANDERHEYDT, has bid \$1,201.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$663.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,201.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$663.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



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

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

CINCINNATI TOWNSHIP

PERMANENT PARCEL NUMBER: 10-10-12-413-007

As described in certificate(s) : 202000761 sold October 2021

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

WHEREAS, Robert E. Monroe, has bid \$10,026.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$7,434.75 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$10,026.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$7,434.75 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



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

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

CINCINNATI TOWNSHIP

PERMANENT PARCEL NUMBER: 10-10-34-400-007

As described in certificate(s) : 202000800 sold October 2021

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

WHEREAS, CHEAP HOME FINDERS, INC., has bid \$5,502.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$4,060.50 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$5,502.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$4,060.50 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



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

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

CINCINNATI TOWNSHIP

PERMANENT PARCEL NUMBER 10-10-34-400-010

As described in certificate(s) : 202000801 sold October 2021

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

WHEREAS, JAMES WAHLFELD, has bid \$1,500.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$962.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,500.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$962.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



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

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

MACKINAW TOWNSHIP

PERMANENT PARCEL NUMBER: 13-13-15-103-010

As described in certificate(s) : 201900812 sold November 2020

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

WHEREAS, John Morgan, Debra Morgan, has bid \$905.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$339.57 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$905.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$339.57 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Decommissioning Plan for Morton Solar, LLC; and

WHEREAS, the 2MW solar farm was originally approved by the Zoning Board of Appeals for Special Use on October 2, 2018 and extensions granted October 1, 2019, September 8, 2021 and October 25th, 2023 (County Board) on approximately 16 acre approximately 1/4 of a mile South of the intersection of Harding Road and Tennessee Avenue, and along the West side of Tennessee Avenue, Morton Illinois; and

WHEREAS, the plan is in accordance with the Illinois Department of Agriculture's – Agricultural Impact Mitigation Agreement, in accordance with 20 ILCS 5/5-222, and Chapters 156 and 157 of the Tazewell County Code; and

WHEREAS, the plan includes a 4.3% annual inflation rate for the life of the project (35 years), disregarding salvage value at the end of the project life;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development and the Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



**COUNTY OF TAZEWELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Jaclynn Workman, Administrator

11 South 4th Street, Room 400, Pekin, Illinois 61554

Phone: (309) 477-2235 / Email: zoning@tazewell-il.gov

TO: Chairman Zimmerman and Executive Committee

FROM: Jaclynn Workman, Administrator

DATE: August 12th, 2024

SUBJECT: Decommissioning Plan – Morton Solar, LLC

Please find attached the Decommissioning Plan for Morton Solar, LLC , a 2MW solar farm approved by the County Board for Special Use November 15th, 2023.

Morton Solar, LLC will be, is a 2MW solar farm situated on 16 acres of a 32 acre parcel located approximately 1/4 of a mile South of the intersection of Harding Road and Tennessee Avenue, and along the West side of Tennessee Avenue, Morton, Illinois

The plan contains a detailed decommissioning overview with cost estimate breakdown, dated 8/8/2024 with the RSMean, 2024 Heavy Construction Data. The plan includes a 4.3% annual inflation rate for the life of the project (35 years), disregarding salvage value at the end of the project life. The plan is in accordance with the Illinois Department of Agriculture's – Agricultural Impact Mitigation Agreement, per (20 ILCS 5/5-222) and the Tazewell County Solar Ordinance. The plans was created/review by an Illinois licensed engineer.

Please feel free to contact me at your convenience if you have further questions.

JW

11 South Fourth Street ~ McKenzie Building ~ Suite 400 ~ Pekin, Illinois 61554
Phone: (309) 477-2235 ~ Fax: (309) 477-2358 ~ E-Mail: jworkman@tazewell-il.gov

DECOMMISSIONING PLAN

for

PROPOSED SOLAR DEVELOPMENT

TRAJECTORY - MORTON SOLAR

200685 TENNESSEE AVE

MORTON, IL 61550

LAT/LONG: 40.622777, -89.433944

DATE: AUGUST 1, 2024

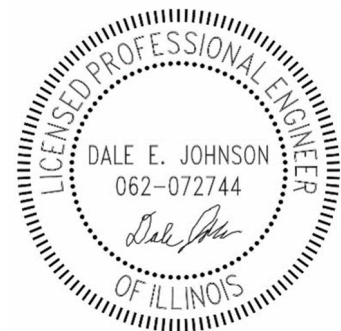
REV1: AUGUST 8, 2024

Prepared by:

Summit Ridge Energy.

1000 Wilson Boulevard, Suite 2400

Arlington, VA 22209



Dale Johnson, PE; License Expiration : 11/30/2025



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ATTACHMENTS

Attachment 1	Decommissioning Estimate
Attachment 2	Site Plan
Attachment 3	Code of Ordinances
Attachment 4	Agricultural Impact Mitigation Agreement (AIMA)

OVERVIEW

Summit Ridge Energy (SRE) has prepared this Decommissioning Plan for a proposed Solar Generating Facility (SGF) in Morton in Tazewell County, Illinois called Trajectory – Morton Solar. The site is located on an agricultural site off of Tennessee Ave.

The purpose of the Plan is to provide the general scope of work and construction cost estimate for the decommissioning and assurance process. This document outlines the decommissioning activities required to restore the Small Solar Energy System site to a meadow condition that existed prior to construction of the Solar Energy Facility after a 40-year design life.

The solar system will produce power using photovoltaics (PV) panels mounted on ground supported galvanized metal piles. The facility will generally include equipment pads, perimeter security fencing, underground electrical conduits, overhead wires and utility poles, and a gravel access driveway. The energy generated from the system will be supplied to public utility grid. The major civil infrastructure quantities have summarized below, with the full detailed list provided in Attachment 1:

- Gravel Driveway – 12,039 Square Feet
- Perimeter Fence – 3,505 Linear Feet
- Equipment Pad – 670 Square Feet
- Solar Modules – 5,544 Hanwah Q.peak

The decommissioning cost assessment has been split between solar facility dismantlement, disposal, and site restoration, which reflect that overall decommissioning process. The reported costs include labor, materials, equipment, contractor's overhead, contingency, and profit; the labor costs have been estimated using regional labor rates.

DISMANTLEMENT AND DEMOLITION

The dismantling and demolition of the Facility shall include the removal of all solar electric systems, buildings, cabling, electrical components, roads, foundations, piles, and any other associated facilities.

A significant amount of the components of the photovoltaic system at the Facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their resale monetary value, these components will be dismantled and disassembled rather than being demolished and disposed. It is anticipated that materials may be salvaged and some of the costs recovered.

Following coordination with Ameren regarding timing and required procedures for disconnecting the Facility from the electrical grid, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the panels will be cut at the panel and then removed from their framework by cutting or dismantling the connections to the supports. Modules, inverters, transformers, meters, fans, lighting fixtures, and other electrical structures will be removed. The photovoltaic mounting

system framework will be dismantled and recycled. The galvanized support piles will be completely removed and recycled.

The term “hazardous” will be defined by the laws and regulations in effect at the time of decommissioning. Disposal of these materials at a landfill will be governed by State and Public Local Laws of the Authority Having Jurisdiction (AHJ) and including the Code of Illinois Regulations (COILR) governing waste disposal at County area landfills, and as may be amended from time to time.

Finally, all associated structures will be demolished and removed from the site for recycling or disposal, but no later than within 90 days after the end of energy production. Any facility unutilized for a continuous period of 12 months will be considered abandoned. The Owner shall decommission the project within 12 months of abandonment. The owner or operator shall notify the County by certified mail of the proposed date of discontinued operations and plans for removal. This will include the site fence, gates, access driveways, equipment foundations, and underground cables, which will likely be reclaimed or recycled. Landscape or grading may remain if a written request is submitted by the landowner and a waiver is granted by the Board of Supervisors.

Consultation with the landowner will determine if the access driveway should be left in place for their continued use. If the driveway is preferred to remain, the landowner will submit a request to the Board of Supervisors that such driveway remain. If the access driveway is deemed unnecessary, the contractor will remove the access driveway and restore this area with native soils and seeding. The gravel surface and base course will be removed completely. Any “clean” concrete will be crushed and disposed of off-site or recycled (reused either on- or off-site). Sanitary facilities will be provided on-site for the workers conducting the decommissioning of the Facility. Abandoned underground conduits/raceways will be capped at each end. Above ground lines and all poles will be removed, along with associated equipment (isolation switches, fuses, metering) and holes will be filled with clean topsoil.

Erosion and sediment control measures are required during the decommissioning process. These measures include a stabilized construction entrance, silt fence, concrete washout stations, and ground stabilization practices. The owner/operator will restore the project location to a vegetated meadow condition.

As with the project’s construction, noise levels during the decommission work will increase. Proper steps will be followed to minimize the disturbance, such as using proper equipment for removing the support piles. Work hours are assumed to be 8 hours a day, during daylight. Also, road traffic in the area may increase temporarily due to crews and equipment movements.

Further details of the on-site stabilization are included in subsequent sections.

DISPOSAL OR RECYCLING OF MATERIALS

During the decommissioning phase, a variety of excess materials can be salvaged. Most of the materials used in a solar facility are reusable. Any remaining materials will be removed and disposed of off-site at an appropriate facility. The project general contractor will maximize recycling and reuse and will work

with manufacturers, local subcontractors, and waste firms to segregate material to be recycled, reused and/or disposed of properly.

The project developer will be responsible for arranging the collection or recycling of fence, racking piles, PV panels, panel tracker equipment, AC and DC wiring, inverters, and miscellaneous equipment for salvage value.

Gravel may be reused as general fill on site with the property owner's permission. Remaining gravel, geotextile fabric, concrete, and debris need to be separated and transported off-site by truck to the appropriate facilities for recycling and disposal in accordance with federal, state, and local solid waste management regulations.

Acceptable waste facilities could include a local recycling and disposal facility. Local landfills can accept non-recyclable waste; this estimate assumes a cost for the transport and a local disposal fee. For the recyclable metal components, such as steel piles and racking, there are a selection of local metal recyclers/scrap yards, which are available to purchase the components upon decommissioning. We have assumed the transportation and delivery fee to a local metal recycler, for the purposes of this estimate and have excluded any salvage value.

A final site walkthrough will be conducted to remove debris and/or trash generated within the site during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facility being removed.

SITE STABILIZATION AND RESTORATION

The areas of the Facility that are disturbed (during decommissioning) will require minor grading activities to restore the site to a pre-development condition. Grading is required to establish a uniform and consistent slope; the ground will be stabilized via hydro seeding with the surface treatment approved by the building inspector/planning board, including application of a selected grass seed mix to surfaces disturbed during the decommissioning process. Compacted soils shall be decompacted as agreed to by the landowner. Additionally, minor volumes of soil material will be required to restore the access driveways and concrete equipment pad area. All site stabilization activities will be completed in accordance with the approved Sediment and Erosion Control Plan issued by the local AHJ. At the time of approval of this plan, it is unknown whether a permit will be required for the proposed activities described above.

CURRENT PERMITTING REQUIREMENTS

We anticipate the following permits may be required prior to commencement of the decommissioning work: National Pollution Discharge Elimination Systems (NPDES) and a local Building Permit. Other permits that may be required include site development permit and/or road use agreement. However, because the decommissioning is expected to occur later in the future, the permitting requirements will be reviewed and might be subject to revisions based on local, state, and federal regulations at the time.

SCHEDULE

The decommissioning process is estimated to take approximately sixteen to eighteen (16-18) weeks, but no longer than six (6) months, and is intended to occur outside of the winter season. The decommission must be complete within twelve (12) months after the end of the useful life of the facility.

Per the guidelines outlined in Agricultural Impact Mitigation Agreements (AIMA), and if deemed necessary by the county, a sum equal to ten (10), fifty (50), and one hundred (100) percent of the projected decommissioning expenses must be submitted to the county on or before the first, sixth and eleventh anniversary of the commencement of commercial activities, respectively.

SOLAR DECOMMISSIONING ESTIMATE

The decommissioning estimate is based on regional labor costs and disregards salvage value at the end of a 40-year lifespan. Using publicly available construction cost data from the 2024 RS Means Site Work book, the daily cost for different construction crew types that will be needed to perform the decommissioning work were identified. The duration of each type of activity was assumed e.g. removing modules, piles etc., and the cost for each deconstruction activity was quantified. Using the duration of each subtask, and the cost for a daily crew rate, a total decommissioning cost was calculated.

The total decommissioning cost estimate is **\$1,422,443**; the detailed cost estimate is included below.

ATTACHMENT 1: DECOMMISSIONING ESTIMATE

ATTACHMENT 2: SITE PLAN



- NOTES:**
- THE PROPOSED SITE PLAN IS CONCEPTUAL. FINAL EQUIPMENT SELECTION MAY CHANGE DEPENDING ON AVAILABILITY.
 - PARCEL BOUNDARY AND EXISTING CONDITIONS HAVE BEEN REFERENCED FROM THE ALTA SURVEY CONDUCTED BY REGIONAL LAND SERVICES ON 02/29/2024.
 - WETLAND DELINEATION SHOWN IS PER THE WETLAND STUDY CONDUCTED BY EMMONS & OLIVER RESOURCES, INC. ON 09/28/2023. THE WETLAND IS CATEGORIZED AS NON-JURISDICTIONAL AND ANY IMPACT IS ANTICIPATED TO BE LESS THAN 1/10 OF AN ACRE.
 - POINT OF INTERCONNECTION LOCATION IS APPROXIMATE AND WILL BE DETERMINED FOLLOWING A SITE SURVEY BY THE ELECTRICAL UTILITY. POINT OF INTERCONNECTION POLE SERIES TO BE DESIGNED IN ACCORDANCE WITH ELECTRICAL UTILITY STANDARDS.
 - DRAIN TILE DELINEATION IS PER HUDDLESTON MCBRIDE PROFESSIONAL LAND DRAINAGE SERVICES ON 09/24/2023.
 - CAB WIRING SHALL BE UTILIZED THROUGH ARRAY. DESIGN TO BE DETERMINED IN 30% DESIGN STAGE.

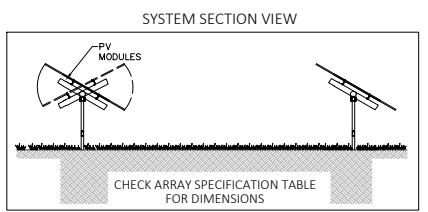
SETBACKS

MINIMUM YARD SETBACK	REQUIRED	PROPOSED
FRONT:	50'	122'
REAR:	50'	57'
SIDE:	50'	54'
FROM RESIDENCE:	NA	NA
MAXIMUM BUILDING HEIGHT	-	~12'

*SETBACKS ARE BASED ON APPROVED CUP SITE PLAN

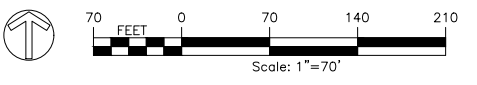
ARRAY SPECIFICATIONS

DC SYSTEM SIZE (kW)	3039.12 kW
AC SYSTEM SIZE (kW)	2000 kW
DC/AC RATIO	1.52
MODULE MODEL	Q.PEAK DUO XL-G10.3/BFG & XL-G11S.3/BFG
MODULE POWER	475W & 590 W
MODULE COUNT	475W: 2016 & 590W: 3528
RACKING QUANTITY (475W)	(28) 1x72; SAT
RACKING QUANTITY (590W)	(47) 1x72; (3) 1x48; SAT
STRING LENGTH	24
STRING QUANTITY	231
INVERTER TYPE	KACO BLUEPLANET 125-TL3-INT
INVERTER QUANTITY	(16) 125 kW
AZIMUTH	180°
TILT ANGLE / PHI LIMITS	55°
NOMINAL PITCH (FEET)	27.50
INTER-ROW SPACING (FEET)	475W: 20.23 & 590W: 19.42
GROUND COVERAGE RATIO	475W: 0.26 & 590W: 0.29
TORQUE TUBE HEIGHT (FEET)	475W: 5.0 MIN & 590W: 5.3 MIN



LEGEND

- PROPERTY LINE
- LEASE LINE
- FENCE LINE
- SOLAR MODULES
- EQUIPMENT PAD
- 1 FT CONTOURS
- CHAINLINK FENCE GATE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UTILITY POLE
- STORAGE SHED



REV	BY	DESCRIPTION	DATE
0	ADK	PRELIMINARY SITE PLAN	04/01/2024
1	ADK	ADDED WETLAND DELINEATION	04/09/2024
2	ADK	INVERTER	04/18/2024
3	AWM	CIVIL SET UPDATES	05/09/2024
4	AWM	CIVIL SET SYNC	05/20/2024
5	CHH	MODULE UPDATE	07/30/2024

DRAWING ISSUE

PRELIMINARY
 PERMITTING
 BID
 CONSTRUCTION
 AS-BUILT
 OTHER



PE SEAL/CONSULTANT: **NOT FOR CONSTRUCTION**

PROJECT: **TEP - MORTON SOLAR**
 200685 TENNESSEE AVE
 MORTON, IL 61550
 40.622777, -89.433944

DRAWING TITLE: **CONCEPTUAL SITE PLAN**

DWG NO: **C 01**

C:\USERS\CELESTINE\SUMMIT RIDGE ENERGY - PROJECTS\WORKING FOLDERS\11-24-2024 - E-TRAJECTORY-MORTON SOLAR\04 - ENGINEERING\040 SHEET FILES\040500 SITE PLAN.DWG

ATTACHMENT 3: CODE OF ORDINANCES

TAZEWELL COUNTY, ILLINOIS

CODE OF ORDINANCES

2024 S-5 Supplement contains:

Local legislation current through Ord. LU-21-12, passed 9-29-2021; and

Res. LU-24-09, passed 5-29-2024

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CHAPTER 156: SOLAR ENERGY SYSTEMS

Section

- 156.01 Purpose
- 156.02 Definitions
- 156.03 Ground mount and roof mount (SES) permitted as an accessory use
- 156.04 Building integrated systems
- 156.05 Community solar gardens
- 156.06 Commercial energy facility
- 156.07 Compliance with Building Code
- 156.08 Liability insurance
- 156.09 Administration and enforcement
- 156.10 Fees charged for building permits

156.99 Penalty

§ 156.01 PURPOSE.

The purpose of this chapter is to facilitate the construction, installation, and operation of solar energy systems (SES) in the county in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. It is the intent of this chapter to encourage the development of SESs that reduce reliance on foreign and out-of-state energy resources, bolster local economic development and job creation. This chapter is not intended to abridge safety, health or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

(Ord. LU-17-03, passed 5-31-2017)

§ 156.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCESSORY. As applied to a building, structure, or use, one which is on the same lot with, incidental to and subordinate to the main or principal structure or use and which is used for purposes customarily incidental to the main or principal structure, or the main or principal use.

AGRICULTURAL IMPACT MITIGATION AGREEMENT. The agreement between the facility owner and the Illinois Mitigation Agreement Department of Agriculture (IDOA) described herein.

BUILDING INTEGRATED PHOTOVOLTAIC SYSTEMS. A solar energy system that consists of integrating photovoltaic modules into the building structure as the roof or façade and which does not alter the relief of the roof.

COLLECTIVE SOLAR. Solar installations owned collectively through subdivision homeowner associations, college student groups or other similar arrangements.

COMMERCIAL OPERATION DATE. The calendar date of which the facility owner notifies the landowner, county, and IDOA in writing that commercial operation of the facility has commenced. If the facility owner fails to provide such notifications, the commercial operation date shall be the execution date of this AIMA plus six months.

COMMERCIAL SOLAR ENERGY FACILITY (FACILITY). A solar energy conversion facility equal to or greater than 500 energy facility (facility) kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. **COMMERCIAL SOLAR ENERGY FACILITY** does not include a solar energy conversion facility:

- (1) For which a permit to construct has been issued before June 29, 2018;
- (2) That is located on land owned by the commercial solar energy facility owner;
- (3) That was constructed before June 29, 2018; or
- (4) That is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.

COMMERCIAL SOLAR ENERGY FACILITY OWNER (FACILITY OWNER). A person or entity that owns a commercial solar energy facility. A commercial solar energy facility owner is not nor shall it be deemed to be a public utility as defined in the Public Utilities Act.

COMMUNITY SOLAR GARDEN. A community solar-electric (photovoltaic) array, that provides retail electric power (or financial proxy for retail power) to multiple households or businesses residing in or located off-site from the location of the solar energy system. A community solar system may be either an accessory or principal use.

DECOMMISSIONING/DECONSTRUCTION. The removal of a facility from the property of a landowner and the restoration of that property as provided in the AIMA.

DECOMMISSIONING PLAN. A plan prepared by a professional engineer, at the facility's expense, that includes:

- (1) The estimated deconstruction cost, in current dollars at the time of filing a building permit, for the facility, considering among other things:
 - (a) The number of solar panels, racking, and related facilities involved;
 - (b) The original construction costs of the facility;
 - (c) the size and capacity, in megawatts of the facility;
 - (d) the salvage value of the facilities (if all interests in salvage value are subordinate to that of the financial assurance holder if abandonment occurs);
 - (e) The construction method and techniques for the facility and for other similar facilities.
- (2) A comprehensive detailed description of how the facility owner plans to pay for the deconstruction of the facility.

FACILITY OWNER. (i) A person with a direct ownership interest in a commercial solar energy facility, regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility; and (ii) at the time the facility is being developed, a person who is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility, regardless of whether the person will own or operate the facility.

FINANCIAL ASSURANCE. A reclamation bond or other commercial available financial assurance that is acceptable to the county, with the county as primary beneficiary and the landowners as secondary beneficiaries.

GROUND MOUNT SOLAR ENERGY SYSTEM. A solar energy system that is directly installed into the ground and is not attached or affixed to an existing structure.

NET METERING. A billing arrangement that allows solar customers to get credit for excess electricity that they generate and deliver back to the grid so that they only pay for their net electricity usage at the end of the month.

NONPARTICIPATING PROPERTY. Real property that is not a participating property.

NONPARTICIPATING RESIDENCE. A residence that is located on nonparticipating property and that is existing and occupied on the date that an application for a permit to develop the commercial solar energy facility is filed with the county.

OCCUPIED COMMUNITY BUILDING. Any one or more of the following buildings that is existing and occupied on the date that the application for a permit to develop the commercial solar energy facility is filed with the county: a school, place of worship, day care facility, public library, or community center.

PARTICIPATING RESIDENCE. A residence that is located on participating property and that is existing and occupied on

the date that an application for a permit to develop the commercial wind energy facility or the commercial solar energy facility is filed with the county. "Protected lands" means real property that is:

- (1) Subject to a permanent conservation right consistent with the Real Property Conservation Rights Act; or
- (2) Registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.

PHOTOVOLTAIC SYSTEM. A solar energy system that produces electricity by the use of semiconductor devices calls photovoltaic cells that generate electricity whenever light strikes them.

PRIME FARMLAND. Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Services (NRCS) as being "prime" soils (generally considered the most productive soils with the least input of nutrients and management).

PROFESSIONAL ENGINEER. An engineer licensed to practice engineering in the State of Illinois, and who is determined to be qualified to perform the work described herein by mutual agreement of the county and the "facility owner."

PROTECTED LANDS. Real property that is subject to a permanent conservation right consistent with the Real Property Conservation Rights Act; or registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.

QUALIFIED SOLAR INSTALLER. A trained and qualified electrical professional who has the skills and knowledge related to the construction and operation of solar electrical equipment and installations and has received safety training on the hazards involved.

ROOF MOUNT. A solar energy system in which solar panels are mounted on top of a building roof as either a flush mounted system or as modules fixed to frames which can be tilted toward the south at an optical angle.

SOIL AND WATER CONSERVATION DISTRICT (SWCD). A local unit of government that provides technical and financial assistance to eligible landowners for the conservation of soil and water resources.

SOLAR ACCESS. Unobstructed access to direct sunlight on a lot or building through the entire year, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system.

SOLAR COLLECTOR. A device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical or electrical energy.

SOLAR ENERGY. Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

SOLAR ENERGY SYSTEM (SES). The components and subsystems required to convert solar energy into electric or thermal energy suitable for use. The area of the system includes all the land inside the perimeter of the system, which extends to any fencing. The term applies, but is not limited to, solar photovoltaic systems, solar thermal systems and solar hot water systems.

SOLAR STORAGE BATTERY/UNIT. A component of a solar energy device that is used to store solar generated electricity or heat for later use.

SOLAR THERMAL SYSTEMS. Solar thermal systems that directly heat water or other liquid using sunlight. The heated liquid is used for such purposes as space heating and cooling, domestic hot water and heating pool water.

SUPPORTING FACILITIES. The transmission lines, substations, access roads, storage containers, and equipment associated with the generation and storage of electricity by the commercial solar energy facility.

USEFUL LIFE. A "facility" will be presumed to have no remaining "useful life" if: no electricity is generated for a period of 12 months and the facility owner is not undertaking reasonable efforts to repair or decommission the facility or the "facility owner" fails, for a period of 16 consecutive months, to pay the landowner amounts owed in accordance with the underlying agreement.

(Ord. LU-17-03, passed 5-31-2017; Res. LU-18-05, passed 4-25-2018; Res. LU-18-17, passed 10-31-2018; Res. LU-23-10, passed 5-31-2023)

§ 156.03 GROUND MOUNT AND ROOF MOUNT (SES) PERMITTED AS AN ACCESSORY USE.

Ground mount and roof mount (SES) shall be permitted by a building permit in all zoning districts where there is a principal structure. An application shall be submitted to the Community Development Administrator demonstrating compliance with §§ 157.505 through 157.508, in addition to the following requirements below:

(A) *Height.*

(1) Building or roof mounted solar energy systems shall not exceed the maximum allowed height for principal structures in any zoning district.

(2) Ground or pole-mounted solar energy systems shall not exceed 20 feet in height which oriented at maximum tilt.

(B) *Setbacks.*

(1) Ground mounted solar energy systems shall meet the accessory structure setbacks for the zoning district in which the unit is located.

(2) Ground mounted solar energy systems shall not extend beyond the side yard or rear yard setback when oriented at minimum design tilt.

(3) In addition to building setbacks, the collector surface and mounting devices for roof mounted systems shall not extend beyond the exterior perimeter of the building on which the systems is mounted or built, unless the collector or mounting system has been engineered to safely extend beyond the edge, and setback requirements are not violated. Exterior piping for solar hot water systems shall be allowed to extend beyond the perimeter of the building on a side yard exposure.

(C) *Reflection angles.* Reflection angles for solar collectors shall be oriented such that they do not project glare onto adjacent properties.

(D) *Aviation protection.* For solar units located within 500 feet of an airport or within approach zones of an airport, the applicant shall complete and provide the results of the solar glaze hazard analysis tool (SGHAT) for the airport traffic control tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federal Obligated Airports, or most recent version adopted by the FAA.

(E) *Visibility.* Solar energy systems shall be located in a manner to reasonably minimize view blockage for surrounding properties and shading of property to the north while still providing adequate solar access for collectors.

(F) *Safety.*

(1) Roof or building mounted solar energy systems, excluding building integrated systems, shall allow for adequate roof access for firefighting purposes to the south facing or flat roof upon which the panels are mounted.

(2) Roof or building mounted solar energy systems shall meet the requirements of the County Building and Property Maintenance Code.

(3) All solar energy systems shall be performed by a qualified solar installer.

(4) Any connection to the public utility grid shall be inspected by the appropriate public utility.

(5) All solar energy systems shall be maintained and kept in good working order. If it is determined by the Community Development Administrator that a solar energy system is not being maintained, kept in good working order, or is no longer being utilized to perform its intended for six consecutive months, the property owner shall be given a 30-day notice for removal of the unit and all equipment. If the solar energy system is not removed within 30 days, the Community Development Administrator shall issue a notice of violation and notice to appear before the County Hearing Officer as an ordinance violation.

(G) *Approved solar components.* Electric solar energy system components shall have a UL listing or approved equivalent and solar hot water systems shall have an SRCC rating.

(H) *Restrictions on solar energy systems limited.* Consistent with 765 ILCS 165, no homeowner's agreement, covenant, common interest community or other contracts between multiple property owners within a subdivision of unincorporated county shall prohibit or restrict homeowners from installing solar energy systems.

(Ord. LU-17-03, passed 5-31-2017; Res. LU-20-02, passed 1-29-2020) Penalty, see § 156.99

§ 156.04 BUILDING INTEGRATED SYSTEMS.

Building integrated systems shall be permitted outright in all zoning districts but shall meet the requirements of the County Building and Property Maintenance Code.

(Ord. LU-17-03, passed 5-31-2017)

§ 156.05 COMMUNITY SOLAR GARDENS.

Development of community solar gardens is permitted by special use in all zoning districts subject to the following requirements:

(A) *Rooftop gardens permitted.* Rooftop gardens are permitted in all zoning districts where buildings are permitted.

(B) *Ground mount gardens.* Ground mount community solar energy systems must be less than five acres in total size and require a special use in all districts. Ground-mount solar developments covering more than five acres shall be considered a solar farm.

(C) *Interconnection.* An interconnection agreement must be completed with the electric utility in whose service the territory the system is located.

(D) *Dimensional standards.* All solar garden related structures in newly platted and existing platted subdivisions shall comply with the principal structure setback, height and coverage limitations for the district in which the system is located.

(E) *Aviation protection.* For solar units located within 500 feet of an airport or within approach zones of an airport, the applicant shall complete and provide the results of the solar glaze hazard analysis tool (SGHAT) for the airport traffic control

tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federal Obligated Airports, or most recent version adopted by the FAA.

(F) *Other standards.*

(1) Ground mount systems shall comply with all required standards for structures in the district in which the system is located.

(2) All solar gardens shall comply with the County Building and Maintenance Code.

(3) All solar gardens shall comply with §§ 157.435 through 157.447.

(4) All solar gardens shall also comply with all other state and local requirements.

(5) All community solar gardens shall also comply with the application submittal detailed in §156.06(B).

(Ord. LU-17-03, passed 5-31-2017; Res. LU-18-17, passed 10-31-2018) Penalty, see § 156.99

§ 156.06 COMMERCIAL ENERGY FACILITY.

(A) A solar energy conversion facility equal to or greater than 500 energy facility (facility) kilowatts in total nameplate capacity and that are the primary use of the lot, designed for providing energy to off-site uses or export to the wholesale market require a special use in A-1, A-2, I-1 and I-2 zoning and shall comply with all special use requirements for a Class A special use request, as specified in the Tazewell County Zoning Code.

(1) *Special use requirements.*

(a) The facility owner shall follow the requirements for a Class A special use request, as specified in the Tazewell County Zoning Code. All other requirements found herein are not required prior to a request for special use but encouraged if available, however must be submitted and approved prior to issuance of siting permit for all commercial solar energy systems.

(b) The County Board shall have final approval of all special use requests for the purpose of siting Solar and related substations and may only be placed in A-1 and, A-2, I-1 and I-2 zoning districts.

(c) Prior to the public hearing, the facility owner must have entered into the Agricultural Impact Mitigation Agreement required by 55 ILCS 5/5-12020(c). The facility owner's compliance with the AIMA shall be a condition of the special use.

(2) A request for special use permit for a commercial solar energy conversion facility or modification of an approved special use permit, shall be approved if the request is in compliance with the standards and conditions imposed in Public Act 102-1123 and conditions imposed under any other state and/or federal statutes and regulations in addition to those specified herein, including consideration of the substantive due process requirements of the Illinois Constitution. sometimes referred to as the *LaSalle/Sinclair* factors, as follows:

(a) The existing uses and zoning of nearby property;

(b) The extent to which property values are diminished by the particular zoning restrictions;

(c) The extent to which the destruction of property values of plaintiff promotes the health, safety, morals or general welfare of the public;

(d) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

(e) The suitability of the subject property for the zoned purpose;

(f) The length of time the property has been vacant as zoned considered in the context of the land development in the area in the vicinity of the subject property;

(g) Whether a comprehensive zoning plan for land use and development existing, and whether the ordinance is in harmony with it; and

(h) Whether the community needs the proposed use.

(B) The following information shall also be submitted as part of the building permit application:

(1) *Existing conditions.* A site plan with existing conditions showing the following:

(a) Existing property lines and property lines extending 100 feet from the exterior boundaries including the names of adjacent property owners and the current use of those properties;

(b) Existing public and private roads, showing widths of the road and any associated easements;

(c) Location and size of any abandoned wells and sewage treatment systems;

(d) Existing buildings and impervious surfaces;

(e) A contour map showing topography at two-foot intervals. A contour map of surrounding properties may also be required;

(f) Existing vegetation (list type and percent of coverage: such as, cropland/plowed fields, grassland, wooded areas and the like);

(g) Any delineated wetland boundaries;

(h) A copy of the current FEMA FIRM maps that shows the subject property including the one hundred year floor elevation and any regulated flood protection elevation, if available;

(i) Surface water drainage patterns; and

(j) The location of any subsurface drainage tiles.

(2) *Proposed conditions.* A site plan of proposed conditions showing the following:

(a) Location and spacing of the solar panels;

(b) Location of access roads;

(c) Location of underground or overhead electric lines connecting the solar farm to a building, substation or other electric load; and

(d) New electrical equipment other than at the existing building or substation that is to be the connection point for the solar farm.

(3) *Fencing and weed/grass control.*

(a) The applicant shall submit an acceptable pollinator friendly plan for property inside and outside the fenced area for the entire property. The facility owner shall work with SWCD to determine appropriate vegetation for the existing soils. The operating company or successor during the operation of the solar farm shall adhere to the pollinator friendly plan.

(b) The facility owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

(c) The facility owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the facility to their property. Reimbursement is contingent upon written notice to the facility owner. Facility owner shall reimburse the property owner within 45 days after notice is received.

(d) The facility owner shall ensure that all vegetation growing within the perimeter of the facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the landowner.

(e) The deconstruction plans must include provisions for the removal of all weed control equipment used in the facility, including weed-control fabrics or other ground covers.

(f) A commercial solar energy facility to be sited so that the facility's perimeter is enclosed by fencing having a height of at least seven feet and no more than 25 feet.

(g) Perimeter fencing having a maximum height of eight feet shall be installed around the boundary of the solar farm. The fence shall contain appropriate warning signage that is posted such that it is clearly visible on the site.

(h) The applicant shall maintain the fence and adhere to the pollinator friendly plan. If the operating company does not adhere to the proposed plan, a fine of \$500 per week will be assessed until the operating company or successor complies with the pollinator friendly plan and fencing requirements.

(4) *Manufactures specifications.* The manufacturer's specifications and recommended installation methods for all major equipment, including solar panels, mounting systems and foundations for poles and racks.

(5) *Connection and interconnection.*

(a) A description of the method of connecting the solar array to a building or substation.

(b) Utility interconnection details and a copy of written notification to the utility company requesting the proposed interconnection.

(6) *Setbacks.*

(a) Occupied community buildings -150 feet from the nearest point on the outside wall of the structure.

(b) Nonparticipating dwellings - 150 feet from the nearest point on the outside wall of the structure.

(c) Public road rights-of-way - 50 feet from the nearest edge.

(d) Boundary lines of nonparticipating property - 50 feet to the nearest point on the property line of the nonparticipating property.

(e) The requirements set forth in this division may be waived subject to the written consent of the owner of each affected nonparticipating property.

(7) *Height.* A commercial solar energy facility to be sited so that no component of a solar panel has a height of more than 20 feet above ground when the solar energy facility's arrays are at full tilt.

(8) *Aviation protection.* For solar energy systems located within 500 feet of an airport or within approach zones of an airport, the applicant shall complete and provide the results of the solar glaze hazard analysis tool (SGHAT) for the airport traffic control tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federal Obligated Airports, or most recent version adopted by the FAA.

(9) *Fire protection.* The facility owner shall coordinate with the local fire districts by:

(a) Submitting to the local fire department(s) a copy of the project site plan;

(b) Working cooperatively with the fire district(s) having jurisdiction to develop the fire emergency response plan. The facility owner shall cover the expense of any additional training agreed upon to be necessary by the facility owner and fire district. The facility owner shall, upon approval and prior to building permit issuance, submit the Emergency Response Plan and the contact information of the representative of the fire district(s) who has approved the plan. Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

(10) *Endangered species and wetlands.* Solar farm developers shall provide the results and recommendation from the consultation with the Illinois Department of Natural Resources (IDNR) through the Department's online EcoCat Program. Areas reviewed through this process will be endangered species and wetlands. The cost of the EcoCat consultation shall be borne by the developer.

(11) *Road use agreements.* All routes on either a county or township road that will be used for the construction and maintenance purposes shall be identified on the site plan. All routes for either egress or ingress need to be shown. The routing shall be approved subject to the approval of the County Highway Engineer in coordination with the Township Road Commissioners. The solar farm developer shall complete and provide a preconstruction baseline survey to determine existing road conditions for assessing potential future damage due to development related traffic. The development shall provide a road repair plan to ameliorate any and all damage, installation or replacement of roads that might be required by the developer. The developer shall provide a letter of credit or surety bond in an amount and form approved by the highway/road officials when warranted.

(12) The facility owner shall provide results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with the "U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines."

(13) The facility owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission.

(14) The facility owner shall provide evidence of consultation with the Illinois State Historic Preservation Office to assess potential impacts on state-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.

(15) *Noise levels.* Noise levels shall be regulated by the Illinois Pollution Control Board rules and regulations and the applicant shall certify that applicant's facility is in compliance with the same.

(16) *Waste.* All solid wastes, whether generated from supplies, equipment parts, packaging, operation or maintenance of the WECS, including old parts and equipment, shall be removed from the site immediately and disposed of in an appropriate manner. All hazardous waste generated by the operation and maintenance of the WECS including, but not limited to, lubricating materials, shall be removed from the site immediately and disposed of in a manner consistent with all local, state, and federal rules and regulations.

(17) *Drainage tile.* Notwithstanding any other provision of law, a facility owner with siting approval from a county to construct a commercial wind energy facility is authorized to cross or impact a drainage system, including, but not limited to, drainage tiles, open drainage districts, culverts, and water gathering vaults, owned or under the control of a drainage district under the Illinois Drainage Code without obtaining prior agreement or approval from the drainage district, except that the facility owner shall repair or pay for the repair of any damage to the drainage system, in a manner that assures the tile line's proper operation at the point of repair, caused by the construction or deconstruction of the commercial wind energy facility within a reasonable time after construction of the commercial wind energy facility. The following shall apply to the tile line repair:

(a) The facility owner or their designee(s) will work with the landowner to identify the tile lines traversing the property included within the underlying agreement which will be crossed or disturbed by the construction of the facility. All tile lines identified in this manner will be shown on the construction and deconstruction plans and staked or flagged in the locations where expected crossing or disturbance is anticipated prior to construction or deconstruction to alert construction and deconstruction crews to the possible need for tile line repairs.

(b) Tile lines that are damaged, cut, or removed shall be staked or flagged placed in such a manner they will remain visible until the permanent repairs are completed. In addition, the location of damaged drain tile lines will be recorded using global positioning systems (GPS) technology.

(c) Temporary repair shall be made by the facility owner, their designee or the property owner until such time any of the aforementioned parties can make permanent repairs. If the tile lines are dry and water is not flowing, temporary repairs

are not required if the permanent repairs can be made by any of those parties previously mentioned within 14 days (weather and soil conditions permitting) of the time damage occurred: however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials or animals into the tile lines.

(d) Where tile lines are severed by an excavation trench, repairs shall be made using the IDOA Drain Tile Repairs or as to agree to with the landowner.

(e) If there is any dispute between the landowner and the facility owner on the method of permanent tile line repair, the appropriate Soil and Water Conservation District's opinion shall be considered by the facility owner and the landowner.

(f) To the extent practicable, there will be a minimum of one foot of separation between the tile line and the underground cable whether the underground cable passes over or under the tile line. If the tile line was damaged as part of the excavation for installation of the underground cable, the underground cable will be installed with a minimum one foot clearance under or over the tile line to be repaired or otherwise to the extent practicable.

(g) The original tile line alignment and gradient shall be maintained. A laser transit shall be used to ensure the proper gradient is maintained. A laser operated tiling machine shall be used to install or replace tiling segments of 100 linear feet or more unless otherwise agreed to with the landowner.

(h) During construction stage, all permanent tile line repairs must be made within 14 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the facility owner and the landowner.

(i) Following construction maintenance and/or decommissioning activities, the facility owner will utilize best practices to restore the drainage in the area to the condition it was before the commencement of the construction/decommissioning activities or those methods agreed to between the landowner and the facility owner. If the landowner and the facility owner cannot agree upon a reasonable method to complete this restoration. The facility owner may - but is not required to - implement the recommendations of the appropriate county SWCD and such implementation would resolve the dispute.

(j) Following completion of the work, the facility owner will be responsible for correcting or paying for the correction of all tile line repairs that fail due to construction maintenance and/or decommissioning, provided any such failure was identified by the landowner within 24 months after construction or decommissioning. The facility owner will not be responsible for tile line repairs that the facility owner pays the landowner to perform. The facility owner will not be responsible for tile line repairs that the facility owner pays the landowner to perform.

(18) *Decommissioning plans and financial assurance of commercial solar energy facilities.*

(a) Decommissioning of a facility shall include the removal/disposition of all solar related equipment/facilities including the following utilized for operation of the facility and located on landowner property:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of five feet);
4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, underground cables at a depth of five feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the landowner;
7. Access road(s) unless landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the landowner; and
9. Debris and litter generated by deconstruction and deconstruction crews.

(b) The facility owner shall, at its expense, completely decommission of a facility within 12 months after the end of the useful life of the facility.

(c) 1. Prior to issuance of the county building permit, the facility owner shall have the approval of the decommissioning plan and required financial assurance.

2. Financial assurance to cover the estimated costs of decommissioning of the commercial solar energy facility shall be at 100% of the cost estimate submitted and approved by the county. Financial assurance shall be made in the form of a surety or like bond and revaluated every four years for economic relevance. Said revaluation must be performed by an independent third party professional engineer licensed in the State of Illinois and provided for review by the county. Should the county find reason to disagree with the revaluation, the county shall retain the services of an additional State of Illinois Licensed Professional Engineer, at the cost of the facility owner. Based on any revaluation, the county may require changes in the level of financial assurance used to calculate the phased coverages. After all available decommissioning funds have been utilized the property owner of record is responsible for any remaining cost to complete the decommissioning plan.

3. The financial assurance shall not release the surety from liability until the financial assurance is replaced. The

salvage value of the facility may only be used to reduce the estimated costs of decommissioning in the plan if the county agrees that all interests in the salvage value are subordinate or have been subordinated to that of the county if abandonment occurs.

4. The county shall require the revaluation of the estimated costs of decommissioning of any commercial solar energy facility following the fourth year of operation and every four years following for the operational life of the facility.

5. Upon abandonment, a period of 12 months following the facility's end of life usefulness, the county may take all appropriate actions for decommissioning, including, drawing upon the financial assurance.

(Ord. LU-17-03, passed 5-31-2017; Res. LU-18-05, passed 4-25-2018; Res. LU-18-21, passed 11-14-2018; Res. LU-23-10, passed 5-31-2023) Penalty, see § 156.99

§ 156.07 COMPLIANCE WITH BUILDING CODE.

All solar energy systems shall comply with the County Building and Maintenance Code, as well as all federal and state requirements.

(Ord. LU-17-03, passed 5-31-2017)

§ 156.08 LIABILITY INSURANCE.

The owner operator of the solar farm shall maintain a current general liability policy covering bodily injury and property damage and name the county as an additional insured with limits of at least \$2,000,000 per occurrence and \$5,000,000 in the aggregate with a deductible of no more than \$5,000.

(Ord. LU-17-03, passed 5-31-2017)

§ 156.09 ADMINISTRATION AND ENFORCEMENT.

The Community Development Administrator shall enforce the provisions of this section through an inspection of the solar farm every year. The Community Development Administrator is hereby granted the power and authority to enter upon the premises of the solar farm at any time by coordinating a reasonable time with the operator/owner of the facility.

(Ord. LU-17-03, passed 5-31-2017)

§ 156.10 FEES CHARGED FOR BUILDING PERMITS.

The fees for processing the applications for building permits shall be collected by the Community Development Administrator who shall be accountable to the county for such fees as follows:

0 - 10 kilowatts (kW)	\$200
11 - 50 kilowatts (kW)	\$350
51 - 100 kilowatts (kW)	\$500
101 - 500 kilowatts (kW)	\$1,000
501 - 1,000 kilowatts (kW)	\$3,000
1,001 - 2,000 kilowatts (kW)	\$5,000
Over 2,000 kilowatts (kW)	\$5,000 + \$100 per 100kW or a fraction thereof

(Ord. LU-17-03, passed 5-31-2017; Res. LU-18-13, passed 8-29-2018; Res. LU-22-06, passed 7-27-2022; Res. LU-23-10, passed 5-31-2023)

§ 156.99 PENALTY.

(A) All complaints should be made directly to the operation facility manager or their designee. Contact information for the facility should be publicly accessible via a facility website and at the point of access to each site.

(B) The cost of investigation into any non-compliance of the approved special use or the permitted equipment throughout the life of the project shall be on the burden of the facility owner and all costs of said investigation shall be incurred by the facility owner.

(C) Any person, firm or cooperation who violates, disobeys, omits, neglects, refuses to comply with, or resists enforcement of any of the provisions of this chapter may face fines of not less than \$25 nor more than \$500 for each offense or revocation of the special use as approved.

(Ord. LU-17-03, passed 5-31-2017; Res. LU-23-10, passed 5-31-2023)

ATTACHMENT 4: STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT (AIMA)

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT

between

Morton Solar, LLC

and the

ILLINOIS DEPARTMENT OF AGRICULTURE

Pertaining to the Construction of a Commercial Solar Energy Facility

in

Tazewell County, Illinois

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

Morton Solar, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 2MWac Commercial Solar Energy Facility in Tazewell County [GPS Coordinates: 40.62287, -89.433711] which will consist of up to 18+/- acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

- A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.
- B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.
- C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

Standard Solar AIMA V.8.19.19

- D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.
- E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.
- F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.
- G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.
- H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.
- I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.
- J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.
- K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.
- L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.
- M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment

When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: <ol style="list-style-type: none">(1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things:<ol style="list-style-type: none">i. the number of solar panels, racking, and related facilities involved;ii. the original Construction costs of the Facility;iii. the size and capacity, in megawatts of the Facility;iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs);v. the Construction method and techniques for the Facility and for other similar facilities; and(2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

- A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.
- B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.
- C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

- A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:
 1. a minimum of 5 feet of top cover where they cross Cropland.
 2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
 3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.
- B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:
 1. Within the fenced perimeter of the Facility; or
 2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.
- C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

- A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.
- B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.
- C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.
- D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.
- E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.
- F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.
- G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

- A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

- B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.
- C. Maintaining Surrounding Area Subsurface Drainage**
- If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.
- D. Re-establishing Subsurface Drainage Within Facility Footprint**
- Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.
- E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.
- F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.
- G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

- A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.
- B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.
- C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

- A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.
- B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.
- C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.
- D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

- A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

- B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

- A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.
- B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.
- C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

- A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.
- B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

- A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

- B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.
- C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

- A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.
- B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.
- C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
- D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

- A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:
 - 1. Solar panels, cells and modules;
 - 2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
 - 3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
 5. Overhead collection system components;
 6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
 7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
 8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
 9. Debris and litter generated by Deconstruction and Deconstruction crews.
- B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.
- C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.
- D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:
1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

- E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.
- F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

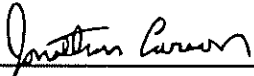
The Illinois Department of Agriculture and Morton Solar, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Tazewell County within the State of Illinois.

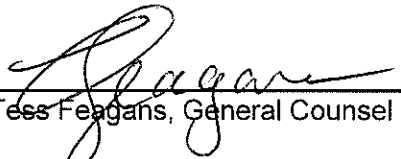
The effective date of this AIMA commences on the date of execution.

**STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE**

Morton Solar, LLC


By: Jerry Costello II, Director 6


By: Jonathan K. Carson


By Tess Feagans, General Counsel

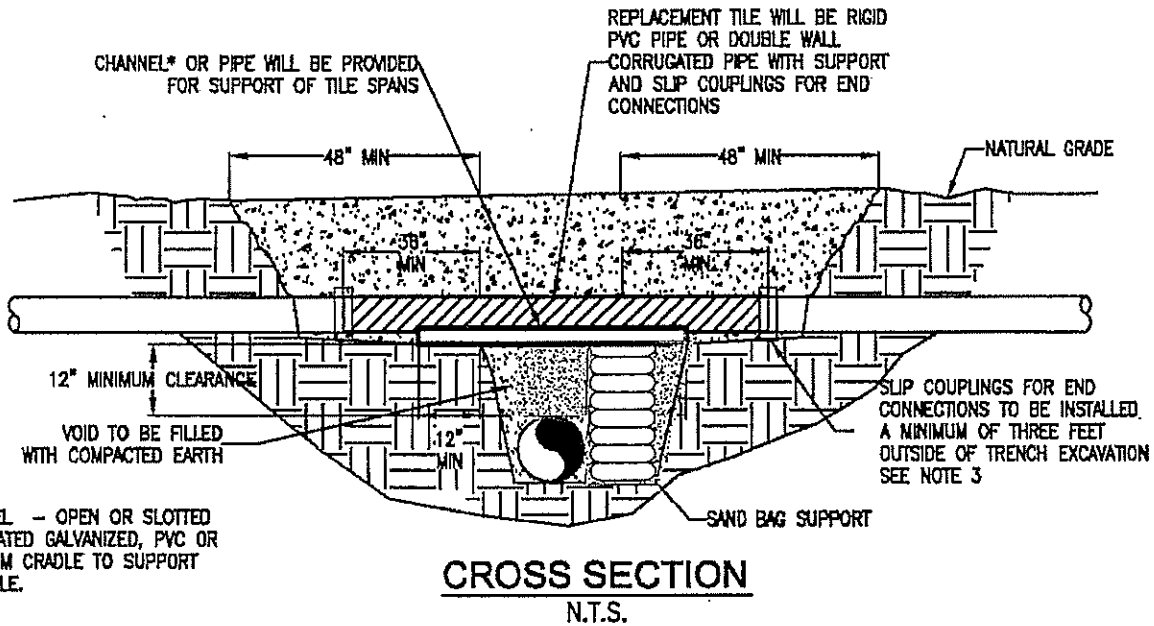
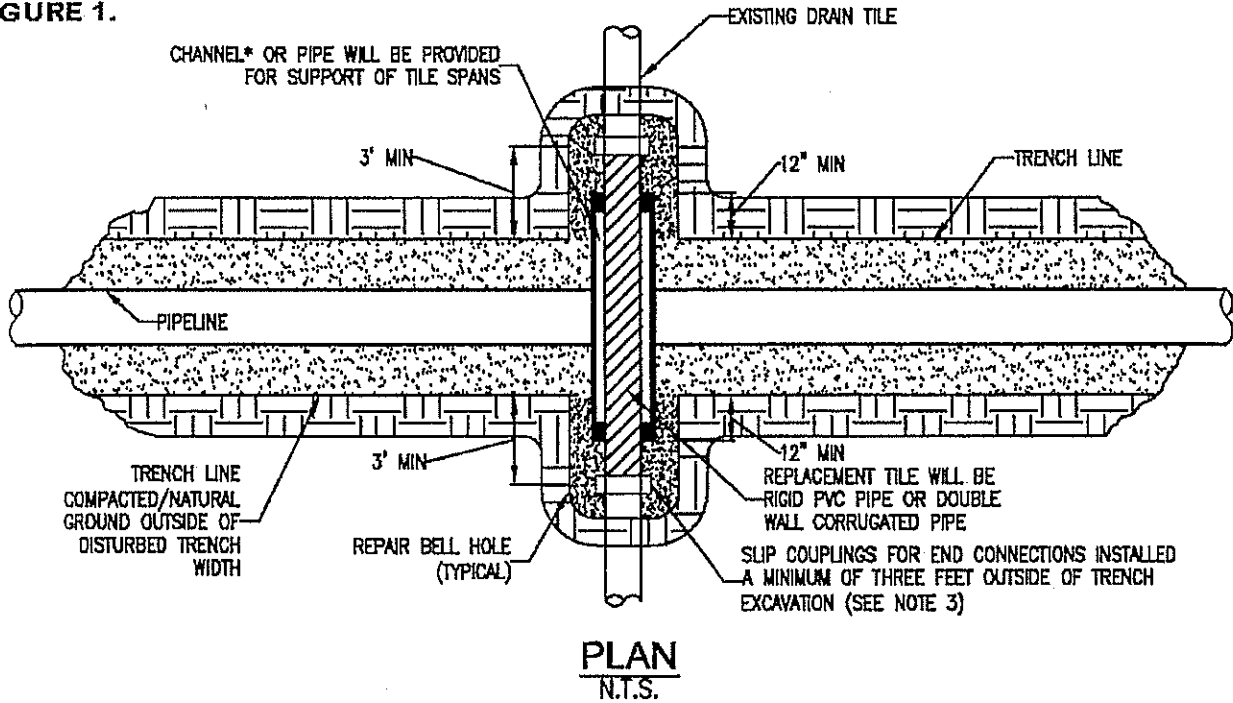
P.O. Box 310
Highland Park, IL 60035
Address

801 E. Sangamon Avenue, 62702
State Fairgrounds, POB 19281 Springfield,
IL 62794-9281

August 24, 2023

August 3, 2023

FIGURE 1.



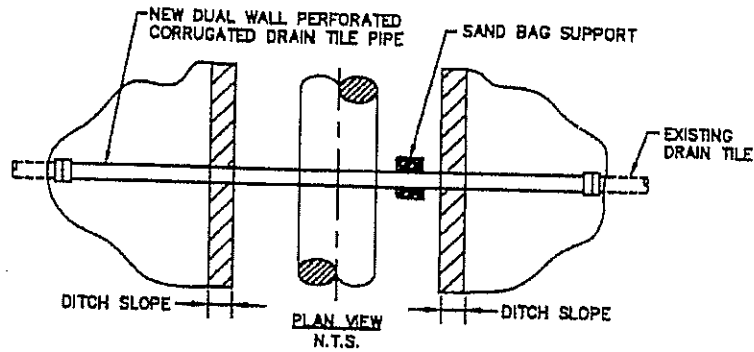
*CHANNEL - OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

NOTE:

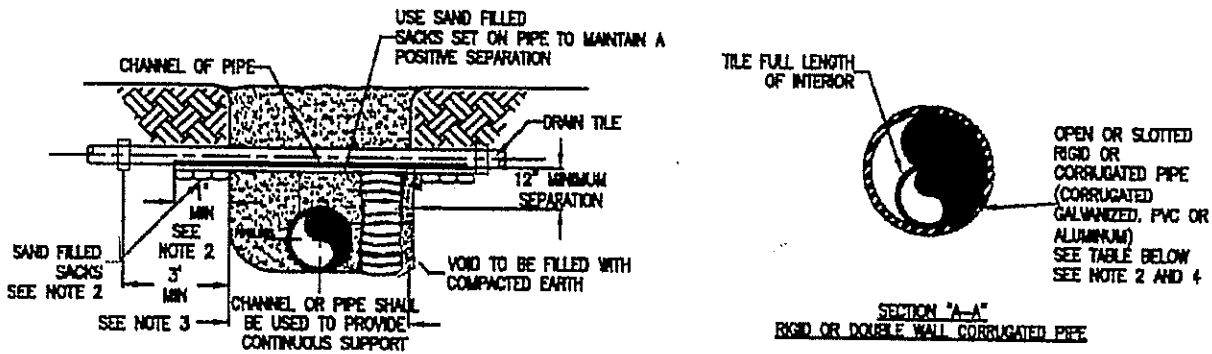
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW



END VIEWS

MINIMUM SUPPORT TABLE		
TILE SIZE	CHANNEL SIZE	PIPE SIZE
3"	4" @ 5.4 W/R	4" STD. WT.
4"-5"	5" @ 6.7 W/R	8" STD. WT.
8"-9"	7" @ 9.8 W/R	9"-10" STD. WT.
10"	10" @ 15.3 W/R	12" STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Consulting Agreement with Wyman Group for health insurance consulting; and

WHEREAS, the agreement with Wyman Group is to provide consulting services related to the health insurance plan; and

WHEREAS, the cost will be \$29,500 for the one-year period commencing on October 1, 2024.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer, the HR Director, the Finance Office, and the Auditor of this action

PASSED THIS 28TH DAY OF AUGUST, 2024.

ATTEST:

County Clerk

County Board Chairman

CONSULTING AGREEMENT

I. The Parties. This Consulting Agreement is made effective as of October 1, 2024 by and between:

Consultant: C.L. Wyman & Associates dba the Wyman Group with a street address of 114 W. Stratford Drive, Suite E, Peoria, Illinois 61614,

AND

Client: County of Tazewell, Illinois with a street address of 11 South 4th Street, Suite 432, Pekin, Illinois 61554.

II. Services. The Consultant agrees to provide the following Services:

Renewal services (including, but not limited to underwriting analysis, carrier negotiation, carrier evaluation, RFP creation and analyzation, plan design modeling, bidding services, and all ancillary line coverages creation and renewal), *Strategic Services* (including, but not limited to employee questionnaires, strategic planning, benchmarking, new employee administration, cost-containment strategies), *Enrollment* (including, but not limited to enrollment meetings, collection and review of enrollment materials, development of technological enrollment services, communication with carrier), *Employee Communication* (including, but not limited to employee newsletters and timely information, benefits education campaigns, employee benefit statements, implementation and design of employee-use technology), *Compliance* (including but not limited to health care reform, ACA, COBRA, HIPAA, FMLA, IRS Section 125, Medicare part D, and any other applicable state or federal laws, and Summary Plan Description Audits).

The Consultant shall also perform any additional request asked by the Client associated and in the execution of its employee benefits program.

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the Client's time is limited and valuable, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

III. Disclosure and Record Keeping.

Client has the sole right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program. The Consultant may not enter to any contract without the express approval of the client.

CONSULTING AGREEMENT

Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

IV. Confidentiality.

Consultant agrees to keep any information provided by Client or obtained in the course of work confidential, and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement.

V. Independent Contractor.

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from Client as to policy and procedure.

VI. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

VII. Disputes.

If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they

CONSULTING AGREEMENT

shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered in Tazewell County, State of Illinois.

VIII. Return of Records.

Upon termination of this Agreement, the Consultant shall deliver all records, notes, and data of any nature that are in the Consultant's possession or under the Consultant's control and that are of the Client's property or relate to Client's business.

IX. Waiver of Contractual Right.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

X. Independent Contractor Status.

The Consultant, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

- a. Consultant has the right to perform Services for others during the term of this Agreement;
- b. Consultant has the right to hire assistant(s) as subcontractors or to use the Consultant's employees to provide the Services under this Agreement.
- c. Neither Consultant nor the Consultant's employees or personnel shall be required to wear any uniforms provided by the Client;
- d. The Services required by this Agreement shall be performed by the Consultant, Consultant's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Consultant.

XI. State and Federal Licenses.

The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XII. Payment of Taxes.

Under this Agreement, the Client shall not be responsible for:

CONSULTING AGREEMENT

- a. Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Consultant's payments or make payments on behalf of the Healthcare Consultant;
- b. Making Federal and/or State unemployment compensation contributions on the Consultant's behalf.

XIII. Compensation.

In consideration of the Services provided, the Consultant is to be paid in the following manner:

\$29,500 for the contract year, payable quarterly on the dates of October 1, January 1, April 1 and July 1 of each year.

XIV. Term of Contract.

The Services shall commence on October 1, 2024 and end on September 30, 2025.

XV. Termination and Severability.

This Agreement may be terminated by either party only as follows:

- a. Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b. Effective upon ninety (90) days advance written notice to the other party given with or without reason; or
- c. By mutual written agreement of the parties.

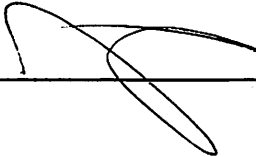
This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XVI. Entire Agreement.

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Healthcare Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

CONSULTING AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

Consultant's Signature _____ 

Date 8/7/2024

Print Name MATTHEW WYNN

Title: COO

Client's Signature _____

Date _____

Print Name _____

Title: _____

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Agreement; and

WHEREAS, the attached Intergovernmental Agreement Number OP-25-39-IL will be for the State of Illinois FY25, July 01, 2024 thru June 30, 2025.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Executive Director of We Care, Inc., the Finance Office, EMA Director, and the Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Illinois Department of Transportation

Bucksheet

Reset Form

Under \$250,000 Over \$250,000

Priority

Normal

Office	District / CO	Bureau
Intermodal Project Implementation		Transit

File Subject	Amount Range
Agreement, Signature	Over \$250,000

Secretary Explanation

Subject
DOAP Transit Program

Project in Relation to
Downstate Operating Assistance Program

Description of Action
Executive Signatures for Execution

DBE Goal IL Works Capitol/Stimulus Notary Required

None FY Deadline Fiscal Year Date 06/30/2025

Consultant Name/Contractor	Letting Date
County of Tazewell	

County	District	Job Number	PTB-Item
		n/a	n/a

Amount of Agreement	Route
1317700.00	n/a

Section	Phase	Contract Number	Agreement Number
n/a	n/a	n/a	OP-25-39-IL

State Dollars	Federal Dollars	Local Dollars	Total Dollars
1317700.00	0.00	0.00	1317700.00

Source of State Fund	% Reimburse from Feds
	0 %

Remarks
The FY25 DOAP template was approved for FY25 by Mike Prater on 4/17/2024.

Please see Carissa Calloway for questions.



Intergovernmental Agreement

County of Tazewell

PARTICIPANT Name

11 S. 4th Street, 4th Floor
Address

Pekin
City

Illinois
State

61554
Zip Code

Remittance Address (if different from above)

City

State

Zip Code

(309) 925-2271
Phone

C121C5LKZU91
UEI

37-6002171
FEIN/TIN

Brief Description of Service (full description specified in Part 4):

Provision of public transportation service for communities within Illinois

Compensation Method (full details specified in Part 4):

Cost reimbursement

Total Compensation Amount:
\$1,317,700.00

Advance Pay
 Yes

Agreement Term

7/1/2024
Start Date

6/30/2025
Expiration Date

REQUIRED SIGNATURES

By signing below, the PARTICIPANT and the DEPARTMENT agree to comply with and abide by all provisions set forth in this Agreement and any Appendices thereto.

FOR THE PARTICIPANT:

DocuSigned by:

8/5/2024 | 12:34 PM EDT

Signature

Date

David Zimmerman

Name

County Board Chairman

Title

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

FOR THE DEPARTMENT:

DocuSigned by:

8/15/2024

Omer Osman, Secretary of Transportation Date

DocuSigned by:

8/14/2024 | 7:24 AM CDT

By Jason Osborn, Director OIPI

Date

**INTERGOVERNMENTAL
AGREEMENT FOR**

This Agreement is by and between

Please type or print legibly the PARTICIPANT'S legal name and address

County of Tazewell

Legal Name

11 S. 4th Street, 4th Floor

Address

Dawn Cook

Attention

dcook@tazewell-il.gov

Email

37-6002171

Taxpayer Identification Number

referred to as PARTICIPANT, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services/Responsibilities
Appendix 1	Opinion of Counsel
Appendix 2	Board Resolution
Appendix 3	Specific Conditions
Appendix 4	Budget

Part 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities** -The DEPARTMENT and the PARTICIPANT agree as specified in Part 4.
- B. **Compensation** – Compensation (if any) shall be as specified in Part 4.
- C. **Term of Agreement** - This Agreement will start 7/1/2024 and will expire on 6/30/2025
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the PARTICIPANT and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may not be renewed.
- F. **SAM Registration; Nature of Entity.** Under penalties of perjury, County of Tazewell certifies that C121C5LKZU91 is Participant's correct UEI, if applicable, that 37-6002171 is Participant's correct FEIN or Social Security Number, and that Participant has an active State registration and SAM registration. Participant is doing business as a Governmental Unit.

Part 2 GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the PARTICIPANT must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or any other funding source fails to make an appropriation sufficient to pay such obligation, or if (1) funds needed are insufficient for any reason; (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. PARTICIPANT will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Record Retention** All costs charged to the Project, as defined in Part 4, shall be supported by properly executed and clearly identified payroll records, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The PARTICIPANT shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the DEPARTMENT (hereinafter "Auditing Parties"). The PARTICIPANT 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 contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, PARTICIPANT shall retain the records for three years after completion of the action and resolution of all issues arising from it.

- E. Inspection and Audit** PARTICIPANT shall permit, and shall require its contractors and auditors to permit, the DEPARTMENT, and any authorized agent of the DEPARTMENT, to inspect all work, materials, payroll, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the PARTICIPANT with regard to the Project. The DEPARTMENT may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. PARTICIPANT agrees to implement any audit findings contained in the DEPARTMENT's final audit, the PARTICIPANT's independent audit, or as a result of any duly authorized inspection or review.

PARTICIPANT agrees to permit the DEPARTMENT to conduct scheduled or unscheduled inspections of PARTICIPANT's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the PARTICIPANT or any Service Board.

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

- F. Cost Category Transfer Request** DEPARTMENT approval is required for all transfers between or among appropriated and allocated cost categories. To secure approval, the PARTICIPANT must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Procurement Procedures** The PARTICIPANT must comply with the Illinois Procurement Code when purchasing products or services with State of Illinois funds "State Funds" 30 ILCS 500. In the absence of formal procedures

of the PARTICIPANT, the procedures of the DEPARTMENT will be used. The PARTICIPANT may only procure products or services from one source with any State of Illinois funds ("State Funds") if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The PARTICIPANT shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

- H. **Employment of Department Personnel** The PARTICIPANT will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.
- I. **Severability** The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.
- J. **Assignment** PARTICIPANT agrees that this Agreement shall not be assigned or transferred without the written consent of the DEPARTMENT and that any successor to PARTICIPANT's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.
- K. **Documents Forming This Agreement** This Agreement and the PARTICIPANT's Application for the fiscal year as approved by and on file at the DEPARTMENT constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.
- L. **Non-Waiver** PARTICIPANT agrees that in no event shall any action, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default on the part of the PARTICIPANT that may then exist; and any action, including the making of such payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- M. **Dispute Resolution** In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the DEPARTMENT and the PARTICIPANT. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through the DEPARTMENT'S administrative chain of command for a decision by the DEPARTMENT and ultimately, if necessary, to the Secretary of the DEPARTMENT. The DEPARTMENT shall decide all claims, questions and disputes that are referred to it regarding the interpretation, prosecution, and fulfillment of this Agreement. The DEPARTMENT's decision upon all claims, questions and disputes shall be final and conclusive.

PART 3 SPECIFIC PROVISIONS

- A. Invoices** The PARTICIPANT will submit invoices for costs that have been incurred and are within the scope of service. If the DEPARTMENT or Auditing Parties deem the PARTICIPANT's invoices insufficient to document work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients, and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 4 are not satisfactorily completed, PARTICIPANT will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable. Any invoices/bills issued by the PARTICIPANT to the DEPARTMENT pursuant to this Agreement shall be signed by an authorized representative of the PARTICIPANT and shall be submitted through the DEPARTMENT'S grants management system as a pay request, or through summary reports of budget actuals.
- B. Billing and Payment** All invoices for services performed and costs incurred by the PARTICIPANT prior to July 1st of each State fiscal year must be presented to the DEPARTMENT no later than **August 1st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the PARTICIPANT on invoices presented after said date. Failure by the PARTICIPANT to present such invoices prior to said date may require the PARTICIPANT to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the PARTICIPANT's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the PARTICIPANT's performance or believes that there has been a substantial decrease in the PARTICIPANT's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the PARTICIPANT within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the PARTICIPANT. In either instance, the PARTICIPANT shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment procedures set forth in Part 4 of this Agreement.
- D. Location of Service** The Service to be performed by the PARTICIPANT shall be performed as described in the PARTICIPANT's Application.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the PARTICIPANT in carrying out the PARTICIPANT's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the PARTICIPANT. All documents, data and records used in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the PARTICIPANT.
- F. Software** All software and related computer programs produced and developed by the PARTICIPANT (or authorized contractor or subcontractor thereof) in carrying out the PARTICIPANT's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the PARTICIPANT. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the PARTICIPANT.

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the PARTICIPANT pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the PARTICIPANT from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Reporting/Consultation** The PARTICIPANT shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Indemnification** Unless prohibited by State law, the PARTICIPANT agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the PARTICIPANT and/or the PARTICIPANT's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

PARTICIPANT shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that an action of PARTICIPANT infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

K. Equal Employment Practice

1. The PARTICIPANT must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The PARTICIPANT must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the PARTICIPANT, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the PARTICIPANT, its contractor or consultant 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 contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the PARTICIPANT agrees as follows:

- a. 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;
- b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. 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;
- d. 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 PARTICIPANT'S, its contractor's and/or consultant's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the PARTICIPANT'S, its contractor's and/or consultant's in its efforts to comply with such Act and Rules and Regulations, the PARTICIPANT'S, its contractor's and/or consultant's will promptly notify IDHR and the DEPARTMENT and will recruit employees from other sources when necessary to fulfill its

obligations thereunder;

- e. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the DEPARTMENT, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;
- f. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the DEPARTMENT and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
- g. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the PARTICIPANT, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify IDHR and the DEPARTMENT in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the PARTICIPANT will not use any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

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

L. Discrimination The PARTICIPANT understands it is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. Tax Identification Number PARTICIPANT certifies that:

- 1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and
- 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the PARTICIPANT that it is no longer subject to backup withholding, and
- 3. It is a U.S. entity, specifically a governmental entity within the State of Illinois, as described above.

N. International Boycott The PARTICIPANT certifies that neither PARTICIPANT nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

O. Forced Labor The PARTICIPANT certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. Ethics

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

- i. the employee, officer, board member, or agent;
- ii. any member of his or her immediate family;
- iii. his or her partner; or
- iv. an organization that employs, or is about to employ, any of the above.

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

The code shall also provide that PARTICIPANT's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The DEPARTMENT may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the PARTICIPANT or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the PARTICIPANT from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- b. Organizational Conflict of Interest – The PARTICIPANT will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or PARTICIPANT or impair the objectivity in performing the contract work.

- 2. Bonus or Commission - The PARTICIPANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or that contributes to the State Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.

- 3. Bribery - Non-governmental recipients and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the PARTICIPANT made an admission of guilt of such conduct that is a matter of record, nor has an official, agent or employee of the PARTICIPANT or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the PARTICIPANT. Such PARTICIPANT or third-party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

- Q. **DRUG FREE WORKPLACE** PARTICIPANT agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) which mandates no participant or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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

- 1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the PARTICIPANT's workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.

- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the PARTICIPANT's policy of maintaining a drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon an employee for drug violations.
- 3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the Program and to post the statement in a prominent place in the workplace.
- 4. Notifying the DEPARTMENT within ten (10) days after receiving notice under part (Q) of paragraph (1) of subsection (ii) above from an employee or otherwise receiving actual notice of such conviction.
- 5. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- 6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- 7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

R. Equipment The DEPARTMENT and the PARTICIPANT agree to the following:

- 1. The PARTICIPANT acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
- 2. The PARTICIPANT must use the equipment for the authorized purpose under Part 4 (Scope of Service/ Responsibilities) during the period of performance or the equipment's entire useful life;
- 3. The PARTICIPANT must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
- 4. In cases where the PARTICIPANT fails to dispose of any equipment properly, as determined by the DEPARTMENT, the PARTICIPANT may be required to reimburse the DEPARTMENT for the cost of the equipment; and
- 5. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in PARTICIPANT's performance under this Agreement.

S. PARTICIPANT'S Warranties PARTICIPANT warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. PARTICIPANT agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. PARTICIPANT warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation that prohibits, voids, or otherwise renders unenforceable against PARTICIPANT any provision or clause of this Agreement. PARTICIPANT warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those that may be contested in good faith. PARTICIPANT agrees that upon execution of this Agreement, PARTICIPANT will deliver to the DEPARTMENT:

- 1. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the PARTICIPANT in the matter of this Agreement, stating:
 - a. the PARTICIPANT is lawfully organized;
 - b. the PARTICIPANT is an eligible "participant" as defined in the Downstate Public Transportation Act (30 ILCS 740) (the "Act");
 - c. the PARTICIPANT is legally authorized to enter into this Agreement; and
 - d. this Agreement will be legally binding on the PARTICIPANT.
- 2. a certified copy of a resolution or ordinance adopted by the PARTICIPANT's governing body that

authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

- T. **Independence of PARTICIPANT** In no event shall PARTICIPANT or any of its contractors be considered agents or employees of the DEPARTMENT or the State. The PARTICIPANT agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the DEPARTMENT or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

**PART 4
SCOPE OF SERVICE/RESPONSIBILITIES**

A. Project Scope PARTICIPANT agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE" or "Project") approved by the DEPARTMENT, and in accordance with the Act, the rules governing the Downstate Operating Assistance Program (92 IL Admin. Code 653) (the "Rules"), and all other applicable laws and regulations. PARTICIPANT shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the DEPARTMENT.

B. Project Budget Under the Act, the DEPARTMENT enters into this Agreement to implement PARTICIPANT's approved program of expenditures and services, within the following condition:

The PARTICIPANT shall be paid under this Agreement sixty-five percent (65%) of PARTICIPANT's eligible operating expenses incurred during fiscal year 2025, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2025, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the PARTICIPANT from any other state or local agency for fiscal year 2025 does not exceed PARTICIPANT's actual operating deficit for that year.

The DEPARTMENT has approved and agrees to enter into this Agreement in the estimated amount of \$1,317,700.00, subject to the limitations set forth above, the Act and the Rules.

In the event that a PARTICIPANT receives an amount in excess of the amount provided to be paid to the PARTICIPANT above, or the combined state and local operating assistance funds for fiscal year 2025 exceed PARTICIPANT's actual operating deficit for that year, PARTICIPANT agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

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

C. Payment Procedures The DEPARTMENT shall process up to a total of 24 payments, comprising of a combination of advance, reimbursement or reconciling payments, to PARTICIPANT upon the timely receipt of quarterly expense and revenue submitted on the DEPARTMENT's prescribed forms. Payments will be processed upon the DEPARTMENT determining if and to what extent the request is for eligible operating expenses incurred in conformity with PARTICIPANT's approved application and the Act.

PARTICIPANTs shall have the flexibility to request:

1. Monthly advances based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the DEPARTMENT; or
2. A reimbursement for actual monthly expense and revenue incurred; or
3. A combination of both.

Advance payments may not be processed by the DEPARTMENT, or dated by the PARTICIPANT, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and this Agreement is fully executed by both the DEPARTMENT and the PARTICIPANT and successfully filed with the Office of the Comptroller. PARTICIPANT shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters no later than November 1, February 1, May 1, and August 1, respectively.

The PARTICIPANT shall adjust payment requests to reflect all previous monthly actual expense and revenue not reflected in previous payment requests.

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

D. Eligible Operating Expenses Eligible operating expenses include, but are not limited to the following:

1. employee wages and benefits;
2. materials fuels and supplies;
3. rental of facilities;
4. taxes other than income taxes;
5. payment for debt service (including principal and interest) on equipment or facilities owned by PARTICIPANT, to the degree that the PARTICIPANT's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the PARTICIPANT complies with the DEPARTMENT's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
6. non-rolling stock-equipment purchases that are less than \$10,000;
7. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the DEPARTMENT under its capital grant program) associated with capital projects that are not reimbursed elsewhere;
8. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
9. reasonable expenses and compensation for PARTICIPANT's board members or trustees as provided under the Local Mass Transit District Act (70 ILCS 3610/4);
10. established reserves for self-insurance programs;
11. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
12. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
13. any other expenditure that an independent auditor retained by the PARTICIPANT's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

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

1. depreciation, whether funded or unfunded;
2. amortization of any intangible assets;
3. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
4. profit or return on investments;
5. excessive payments to associated entities;
6. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
7. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
8. travel and entertainment expenses incurred in attending non-public transportation-related activities;
9. charter, school bus and sightseeing expenses as defined by the FTA;
10. fines and penalties;
11. charitable donations;
12. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;

13. income taxes;
14. that portion of any eligible operating expense for which the PARTICIPANT has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
15. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
16. expenses for freight haulage provided by PARTICIPANT;
17. any expense that is reimbursed from insurance proceeds;
18. maintenance or operation of vehicles that are not used by a PARTICIPANT or its contractors for public transportation or to support public transportation operations; and
19. any other expense determined by the DEPARTMENT to be inconsistent with federal regulations or requirements.

F. PARTICIPANT'S Independent Audit PARTICIPANT shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of § 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in § 653.410 of the Rules; PARTICIPANT and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the DEPARTMENT. PARTICIPANT's audit must include a schedule of operating revenues and expenses for the PARTICIPANT'S contract period on forms prescribed by the DEPARTMENT. PARTICIPANT's independent audit shall be submitted to the DEPARTMENT as required by the Act.

G. Project Closeout Upon the DEPARTMENT's receipt of the PARTICIPANT's independent audit report of the Project, the DEPARTMENT shall perform a review of the PARTICIPANT's independent audit to determine whether to approve the independent audit. Once the PARTICIPANT's independent audit has been approved by the DEPARTMENT, the DEPARTMENT shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the PARTICIPANT under this Agreement. If the DEPARTMENT has made payment to the PARTICIPANT in excess of the final total amount determined by the DEPARTMENT-approved independent audit to be due the PARTICIPANT, the PARTICIPANT shall promptly remit such excess to the DEPARTMENT. At the discretion of the DEPARTMENT, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the DEPARTMENT notifies the PARTICIPANT that the Project is closed-out and forwards the final award payment, as determined by the DEPARTMENT-approved independent audit to the PARTICIPANT, or when an appropriate refund of Agreement funds, as determined by the DEPARTMENT-approved independent audit, has been received from the PARTICIPANT and acknowledged by the DEPARTMENT. Close-out shall be subject to any continuing obligations imposed on the PARTICIPANT by this Agreement or contained in the final notification or acknowledgment from the DEPARTMENT.

Payment issues, audit issues or any other matters pertaining to the Agreement may not be subsequently raised and are forever settled upon Project closeout.

H. School Bus Operations Pursuant to 20 ILCS 2705/2705-605(f), PARTICIPANT agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the PARTICIPANT does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the PARTICIPANT must operate a school system in the area to be served and operate a separate and exclusive school bus program for the school system.

The PARTICIPANT shall immediately notify the DEPARTMENT in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois.

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

J. Restrictions on Lobbying The PARTICIPANT affirms and attests that no compensation has been or will be paid

from State Funds to a person or entity registered, or required to be registered, under the Illinois Lobby Registration Act (25 ILCS 170) for the purpose of influencing or attempting to influence an officer or employee of any state agency, or a member or employee of the Illinois General Assembly, in connection with the awarding of any state contract, grant, or loan, and the extension, continuation, renewal, amendment, or modification of the same.

The PARTICIPANT certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Agreement and understands that evidence of a violation of this clause may at any time be referred to the appropriate law enforcement agency, State's Attorney, or Attorney General and result in prosecution in the county where the offense is committed or in Sangamon County by the State's Attorney or the Attorney General of Illinois.

The PARTICIPANT 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 accordingly.

- K. Notice Of Current Or Prospective Legal Matters** PARTICIPANT must promptly notify the Department if a current or prospective legal matter emerges that may affect the Department. The PARTICIPANT must include similar notification requirement in its third party agreements and must require each third party participant to include an equivalent provision in its sub agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions.


APPENDIX 1

OPINION OF COUNSEL

I, Kevin Johnson the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for County of Tazewell ("PARTICIPANT"). In this capacity, my opinion has been requested concerning the eligibility of the PARTICIPANT for assistance under the provisions of Downstate Operating Assistance Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Agreement, Agreement No. OP-25-39-IL, Grant No. OP-25-39-IL, ("Agreement") tendered by the State of Illinois ("State") to the PARTICIPANT. I hereby advise as follows:

1. The recipient is an eligible Participant as defined in the Act.
2. There are no provisions in the PARTICIPANT'S charter or by-laws or in the laws or rules of the State of Illinois, the United States of America, or any unit of local of government that preclude or prohibit the PARTICIPANT from entering into the Agreement.
3. The PARTICIPANT is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the PARTICIPANT and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either federal or state courts that would adversely affect this Agreement or prevent the PARTICIPANT from contracting with the State for the purpose of receiving a Downstate Operating Assistance Agreement.

Based upon the foregoing, I am of the opinion that the PARTICIPANT is eligible under the provisions of the Act and is empowered and authorized accept the agreement from the State.

Signed by: 
 Signature: _____
 (Attorney's Name) Kevin Johnson

Attorney for: County of Tazewell

Date: 8/5/2024 | 10:49 PM CDT

APPENDIX 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT

WHEREAS, the provision of public transit service is essential to the people of Illinois; 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 ("DEPARTMENT"), to make funds available to assist in the development and operation of public transportation systems; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF County of Tazewell

Section 1. That the J. David Zimmerman of the County of Tazewell enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2025 in order to obtain assistance under the provisions of the Act.

Section 2. That the J. David Zimmerman is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the County of Tazewell for such assistance for fiscal year 2025.

Section 3. That the J. David Zimmerman of the County of Tazewell is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 2025.

Section 4. That while participating in said operating assistance program the County of Tazewell shall provide all required local matching funds.

PRESENTED and ADOPTED this 5 day of August, 2024

Docusigned by:


398F72483D4A6FD

(Signature of Authorized Official)

J. David Zimmerman

(Title)

(Attest)

8/5/2024 | 12:34 PM EDT

(Date)

APPENDIX 3

FY25 - SPECIFIC CONDITIONS

These specific conditions are based upon the grantee's responses to the FY25 IDOT Sub-Recipient Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

Fiscal And Administrative:

I. Property Standards

- i. Grantees may be required to participate in periodic technical assistance to correct deficiencies regarding property standards. Grantees must maintain documentation of additional prior approvals from grantee management. IDOT may request to review plan and documentation at its discretion.

Corrective Action:

Implementation of corrective action plan that would include creating and/or updating written policies and procedures to address the following: a) Create or revise property control procedures to ensure that when property purchased with state or federal funds is disposed of the property records include the date of disposal and sales price. b) The awarding agency should be notified in writing in advance of all property sales of \$5000 or more. c) A physical inventory is performed annually and reconciled to the property control records. d) It prevents the loss, damage, theft, and unauthorized use of property. e) It is implemented to identify asset capitalization thresholds and ensure that equipment purchased with grant funds is excluded from depreciation schedules charged to state and federal pass-through grants. f) Ensure that property control records include all required data fields: Description of property, serial number or other identification number, funding source, acquisition date, cost of property, percentage of state or federal participation, and the location of the property.

II. Audit

- i. Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Changes in key personnel increase risk associated with the performance and administration of state and federal awards. More frequent monitoring and technical assistance may be required. Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

Programmatic:

I. History of Performance (internal)

- i. Grantee must submit more detailed and frequent programmatic reporting as requested by the Grantor contact.

Corrective Action:

Implementation of written policies to address gaps in the Grantee's program oversight and operational efficiency. Grantee must demonstrate adequate grant performance. Condition may be removed after Agency re-examination in 6 months.

II. **Reports and Findings from Audits Performed Under Subpart F – Audit**

- i. Requires a desk review for the status of corrective actions.

Corrective Action:

Grantee must implement corrective action plan. Condition may be removed after Agency re-examination in 6 months.

APPENDIX 4

AGREEMENT BUDGET



Project Budgets

Expense	
Item	Amount
5010 Labor	
Operators' Paid Absences	\$0.00
Operators' Salaries and Wages	\$0.00
Other Paid Absences	\$0.00
Other Salaries and Wages	\$0.00
Sub Total:	\$0.00
5015 Fringe Benefits	
Fringe Benefits	\$0.00
Sub Total:	\$0.00
5020 Services	
Services	\$0.00
Sub Total:	\$0.00
5030 Materials and Supplies	
Fuel & Lubricants	\$0.00
Other Materials & Supplies	\$0.00
Tires & Tubes	\$0.00
Sub Total:	\$0.00
5040 Utilities	
Utilities	\$0.00
Sub Total:	\$0.00
5050 Casualty and Liability Costs	
Casualty and Liability Costs	\$0.00
Sub Total:	\$0.00
5060 Taxes	
Taxes	\$0.00
Sub Total:	\$0.00
5090 Miscellaneous Expenses	
Miscellaneous Expenses	\$0.00
Sub Total:	\$0.00
5100 Purchased Transportation Expenses	
Purchased Transportation in Filing Separate Report	\$0.00
Purchased Transportation in Report	\$2,027,230.00



Project Budgets

	Sub Total:	\$2,027,230.00
517 Debt Service (Urban DOAP Grantees Only)		
Debt Service (Urban DOAP Grantees Only)		\$0.00
	Sub Total:	\$0.00
518 Indirect Costs		
Indirect Costs		\$0.00
	Sub Total:	\$0.00
5210 Interest Expenses		
Interest Expenses		\$0.00
	Sub Total:	\$0.00
5220 Operating Lease Expenses		
Operating Lease Expenses		\$0.00
	Sub Total:	\$0.00
5260 Depreciation		
Depreciation		\$0.00
	Sub Total:	\$0.00
Revenue		
Item		Amount
4100 Directly Generated Funds		
Directly Generated Funds		\$0.00
	Sub Total:	\$0.00
4111 Passenger Paid Fares		
Passenger Paid Fares		\$129,949.00
	Sub Total:	\$129,949.00
4112 Organization Paid Fares		
Organization Paid Fares		\$0.00
	Sub Total:	\$0.00
4120 Park and Ride Revenue		
Park and Ride Revenue		\$0.00
	Sub Total:	\$0.00
4130 Non-Public Transportation Revenue		
Non-Public Transportation Revenue		\$0.00
	Sub Total:	\$0.00
4140 Auxiliary Transportation Funds		



Project Budgets

Advertising Revenues	\$0.00
Concessions	\$0.00
Other Auxiliary Transportation Revenues	\$0.00
Sub Total:	\$0.00
4150 Other Transportation Revenues	
Other Transportation Revenues	\$0.00
Sub Total:	\$0.00
4160 Revenues Accrued Through a Purchased Transportation Agreement	
Revenues Accrued Through a Purchased Transportation Agreement	\$0.00
Sub Total:	\$0.00
4170 Subsidy from Other Sectors of Operations	
Subsidy from Other Sectors of Operations	\$0.00
Sub Total:	\$0.00
4180 Extraordinary and Special Items	
Extraordinary and Special Items	\$0.00
Sub Total:	\$0.00
4190 Total Recoveries	
Total Recoveries	\$0.00
Sub Total:	\$0.00
4200 Directly Generated Dedicated Funds	
Directly Generated Dedicated Funds	\$0.00
Sub Total:	\$0.00
4240 Fuel Tax	
Fuel Tax	\$0.00
Sub Total:	\$0.00
4250 Other Tax	
Other Tax	\$0.00
Sub Total:	\$0.00
4300 Local Government Funds	
Local Government Funds	\$0.00
Sub Total:	\$0.00
4310 General Revenues of the Local Govt	
General Revenues of the Local Govt	\$0.00
Sub Total:	\$0.00



Project Budgets

4320 Local Funds Dedicated to Transit at their Source	
Bridge, Tunnel, and Hwy Tolls	\$0.00
Fuel Taxes	\$0.00
High Occupancy Toll	\$0.00
Income Taxes	\$0.00
Other Dedicated Funds	\$0.00
Other Taxes	\$0.00
Property Taxes	\$0.00
Sales Tax	\$0.00
Sub Total:	\$0.00
4390 Other Local Funds	
Other Local Funds	\$0.00
Sub Total:	\$0.00
4400 State Government Funds	
State Government Funds	\$0.00
Sub Total:	\$0.00
4410 General Revenues of the State Govt	
General Revenues of the State Govt	\$0.00
Sub Total:	\$0.00
4420 State Transportation Fund	
State Transportation Fund	\$0.00
Sub Total:	\$0.00
4430 Extraordinary and Special Items	
Extraordinary and Special Items	\$0.00
Sub Total:	\$0.00
4500 Federal Funds	
Federal Funds	\$309,215.00
Sub Total:	\$309,215.00
4600 Non-Added Revenues	
Non-Added Revenues	\$0.00
Sub Total:	\$0.00
4610 Contributed Services	
Contributed Services	\$0.00
Sub Total:	\$0.00



Project Budgets

4630 Sales and Disposal of Assets

Sales and Disposal of Assets	\$0.00
------------------------------	--------

Sub Total:	\$0.00
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Total Expenses	\$2,027,230.00
-----------------------	-----------------------

Total Revenue	\$439,164.00
----------------------	---------------------

Net Project Cost	\$1,588,066.00
-------------------------	-----------------------



Illinois Department of Transportation

Bucksheet

Under \$250,000 Over \$250,000

Priority

PLEASE RUSH

Office	District / CO	Bureau
Intermodal Project Implementation	CO	Transit

File Subject	Amount Range
Miscellaneous	

Secretary Explanation

Subject

SFY 2025 Section 5311 and DOAP Program Marks

Project in Relation to

SFY2024 Section 5311 and DOAP

Description of Action

Signature is needed for the Director of the OIPI to execute and amend all 5311 grant agreements between IDOT and sub-recipients for federal funding, as well as State DOAP grant agreements as reflected in the attached document(s).

DBE Goal IL Works Capitol/Stimulus Notary Required

None FY Deadline Fiscal Year Date

Consultant Name/Contractor	Letting Date

County	District	Job Number	PTB-Item

Amount of Agreement	Route

Section	Phase	Contract Number	Agreement Number

State Dollars	Federal Dollars	Local Dollars	Total Dollars

Source of State Fund	% Reimburse from Feds

Remarks


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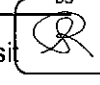



Illinois Department of Transportation

Memorandum

To: Omer Osman, Secretary

From: Jason Osborn, Director of OIPI  ^{DS}

By: Shoun Reese, Deputy Director of Transit  ^{DS}
David Schafer, Bureau Chief of Transit Operations  ^{DS}

Subject: SFY 2025 Section 5311 and DOAP Program Marks

Date: June 5, 2024

Background

IDOT's Office of Intermodal Project Implementation (OIPI) is the governor's designated recipient of the Federal Transit Administration's Section 5311 formula funds for public transportation services in rural and small urban areas in Illinois. Historically, grant recipients submit annual applications for funding to the Department, but in the interest of providing funding stability, it is not a competitive process. Instead, the Department funds its approved grantees each year based upon the State's available Section 5311 allocation, taking into account federally required set asides that the Department must maintain for particular program activities.

Annually, OIPI reviews projected Section 5311 expenditures for the next fiscal year and the current federal funding available in order to determine if increases in the grantees' Section 5311 allocation for the next fiscal year are possible. Historically, the increase has been nominal. Increases have occurred in recent years due to a combination of increased available Section 5311 funding and unusual needs like dramatically rising fuel prices or insurance costs.

OIPI's policy is to fund the next fiscal year's Section 5311 Program with any remaining prior Federal Fiscal Year (FFY) funds and the current FFY Section 5311 allocation. The next FFY allocation is approved 6 months into our next program year which is based on our State Fiscal Year (SFY). Section 5311 funds may be subject to multiple funding releases over the course of a single SFY. Due to the increased Section 5311 the State is set to receive this year, OIPI is providing a 10% one year increase.

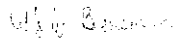
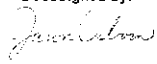
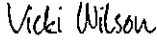

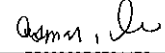
Downstate Operating Assistance Program (DOAP) Transportation funds are provided by statute each fiscal year under the Downstate Public Transportation Act (State Statute: 30 ILCS 740/2). The DOAP program was established by the Illinois General Assembly to provide operating funds to assist in the development and provision of public transportation services downstate (i.e. outside of the Northeastern Illinois area). Each eligible participant receives an

annual line item appropriation that is set by a formula contained within the Act and reimburses grantees the lesser of 65% of eligible expenses, their operating deficit or their appropriation amount (refer to Table 1, attached). After the final operating assistance payments are made, remaining unexpended appropriations lapse and a percentage of the are transferred to the Downstate Transit Improvement Fund.

SFY2025 Staff Program Recommendation

Staff recommends the following:

1. Due to the increased federal funding that has been authorized by the Infrastructure Investment and Jobs Act (IIJA), OIPI proposes the SFY25 Section 5311 sub-recipient funding allocations for the Department’s transit operating grants be increased from their base funding by 10% for one year only. The SFY25 5311 funding amounts and the DOAP funding amounts are shown in Table 1 (attached).
2. Indicate approval of the proposed funding levels and program marks by signing and dating on the appropriate line below and signing and dating CAF-2 (attached).
 - a. Authorized signatures on this Approval Memo and the Secretary’s signature on the attached Contract Approval Form will allow the Director of OIPI to delegate his signature for execution and amendment of the 5311 and DOAP grant agreements between the Department and its eligible recipients, pursuant to Departmental Order 2-2.

<p>DocuSigned by:  99D3079B18274E1... Holly Bieneman, Director, Office of Planning and Programming</p>	<p>6/21/2024 10:01 AM CDT Date</p>
<p>DocuSigned by:  74AFF2C29284496... Jason Osborn, Director, Office of Intermodal Project Implementation</p>	<p>6/10/2024 6:35 AM CDT Date</p>
<p>DocuSigned by:  DB47389DCDEC4E2... Vicki Wilson, Chief Financial Officer</p>	<p>6/28/2024 5:06 PM CDT Date</p>
<p>DocuSigned by:  89F32C4E4ED7410... Mike Prater, Chief Counsel</p>	<p>6/27/2024 2:16 PM CDT Date</p>
<p>DocuSigned by: (Approved as to form)  E326068D9731475... Omer Osman, Secretary</p>	<p>6/28/2024 5:08 PM CDT Date</p>



Contract Approval Form

TO: Omer Osman, Secretary
FROM: Jason Osborn, Director, Office of Intermodal Project Implementation
SUBJECT: SFY 2025 Section 5311 and Downstate Operating Assistance Program Awards (CAF-2)

DATE: June 5, 2024

Authorization is requested for the Director of the Office of Intermodal Project Implementation to execute and amend all 5311 grant agreements between IDOT and sub-recipients for federal funding, as well as state of Illinois funded Downstate Operating Assistance Program grant agreements as reflected below and awarded.

Grantee	Grantor	Location	Description	Funding \$(000)			Total
				Federal	State	Local	
5311 Recipients	IDOT	Downstate	SFY2025 5311 Federal Operating and Administrative Assistance and Intercity Bus	\$15,296,573	N/A	N/A	\$15,296,573
DOAP Recipients	IDOT	Downstate	SFY2025 Downstate Operating Assistance Program Funds	N/A	\$458,027,618*	N/A	\$15,296,573*
Total				\$15,296,573	\$458,027,618*		\$473,324,191

I delegate my signature to the Director of the Office of Intermodal Project Implementation for the execution of all grant agreements described above.
*Downstate Operating Assistance Program (DOAP) Funds are based on the appropriations listed in the SFY24 State Budget. IDOT may initially contract for amounts less than a grantee's full appropriation based on the grantee's application.

DocuSigned by:
Omer Osman
E520680731475
Omer Osman,
Secretary of Transportation

6/28/2024 | 5:08 PM CDT
Date

TABLE 1

SFY25 Earmarks		
Transit Federal and State Operating Assistance Funding Projection		
(Federal 5311 - Includes a 10% one year special increase)		
(State based on Governor's Proposed Budget over SFY25 Appropriations)		
	FEDERAL	STATE
	5311	GOMB Approved
	SFY25	SFY25
	TOTAL PROGRAM	DOAP
OPERATING/ADMIN ASSISTANCE		
SMALL URBAN AND RURAL TRANSIT OPERATING AND ADMIN ASSISTANCE		
BOND COUNTY	\$75,174	\$740,850
BOONE COUNTY	\$104,419	\$235,700
BUREAU / PUTNAM COUNTY	\$224,837	\$1,392,900
CARROLL COUNTY	\$55,652	\$542,401
CHAMPAIGN COUNTY	\$177,721	\$1,125,600
COLES COUNTY	\$226,255	\$1,030,370
CRIS RURAL MTD	\$165,197	\$1,581,360
DANVILLE, CITY OF	\$0	\$4,866,400
DEKALB COUNTY	\$450,695	\$1,284,000
DOUGLAS COUNTY	\$66,021	\$209,200
EFFINGHAM COUNTY	\$109,161	\$707,300
FREEPORT, CITY OF	\$198,017	\$1,631,900
FULTON COUNTY	\$121,861	\$471,600
GALESBURG, CITY OF	\$351,507	\$3,041,600
GREATER PEORIA MASS TRANSIT DISTRICT	\$170,643	\$0
GRUNDY COUNTY	\$114,899	\$834,600
HANCOCK COUNTY	\$64,104	\$342,100
HENRY COUNTY	\$146,521	\$718,400
JACKSON COUNTY MTD	\$552,618	\$1,003,695
JERSEY COUNTY	\$132,256	\$637,680
JO DAVIESS COUNTY	\$210,066	\$983,500
KANKAKEE COUNTY	\$192,536	\$1,279,000
KENDALL COUNTY	\$64,193	\$3,060,100
LOGAN & MASON COUNTIES	\$150,441	\$754,600
MACOMB, CITY OF	\$478,401	\$4,199,000
MACOUPIN COUNTY	\$156,169	\$1,027,080
MARSHALL/STARK	\$91,667	\$259,270
MCLEAN CTY	\$574,194	\$2,926,800
MONROE-RANDOLPH MTD	\$170,279	\$1,728,100
OTTAWA, CITY OF(LASALLE CTY)	\$355,254	\$1,886,300
PIATT COUNTY	\$94,290	\$856,800
QUINCY, CITY OF	\$693,292	\$6,689,900
REAGAN MASS TRANSIT DISTRICT	\$2,313,056	\$1,867,008
RIDES MTD	\$2,427,390	\$14,351,590
ROCK ISLAND & MERCER COUNTY	\$110,072	\$596,420
SANGAMON/MENARD COUNTY	\$152,586	\$779,500
SHAWNEE MTD	\$435,803	\$3,869,500
SHELBY COUNTY	\$453,953	\$1,697,700
SOUTH CENTRAL MTD	\$1,241,877	\$10,168,400
TAZEWELL COUNTY	\$309,215	\$1,317,700
WARREN COUNTY	\$292,175	\$527,076
WEST CENTRAL MTD	\$285,046	\$2,272,500
WHITESIDE COUNTY	\$193,234	\$1,167,300
WINNEBAGO COUNTY	\$207,684	\$798,728
WOODFORD COUNTY	\$136,144	\$578,500
Subtotal-Small Urban and Rural Operating Assistance Program	\$15,296,573	\$88,040,028

URBANIZED AREA OPERATING ASSISTANCE PROGRAM (STATE ONLY) (Federal Assistance to Urbanized Areas does not pass through the Department)	FEDERAL	STATE
	5311 TOTAL	Govs. Anticipated Bud. SFY25 DOAP
BLOOMINGTON-NORMAL PTS		\$15,279,600
CHAMPAIGN-URBANA MTD		\$53,524,700
DECATUR, CITY OF		\$13,379,000
DEKALB, CITY OF		\$6,911,080
GREATER PEORIA MTD(W SVC. TO PEKIN AND PEORIA COUNTY)		\$42,340,700
MADISON COUNTY MTD		\$39,701,100
RIVER VALLEY METRO MTD		\$8,976,800
ROCK ISLAND COUNTY METRO MTD		\$33,749,300
ROCKFORD MTD		\$28,012,500
SPRINGFIELD MTD		\$27,241,500
ST. CLAIR COUNTY TD		\$99,636,700
STATELINE MTD		\$1,234,610
Subtotal-Urbanized Area Operating Assistance Program	\$0	\$369,987,590
Total-Federal and State Operating Assistance Program	\$15,296,573	\$458,027,618

Intercity Bus Program (Included in 5311 Apportionment)

	SFY25 Awards
REAGAN MASS TRANSIT DISTRICT	\$ 2,029,606
RIDES	\$977,572
SHAWNEE MTD	\$30,870
SOUTH CENTRAL MTD	\$437,608
	<u>\$3,475,656</u>

	FEDERAL	SFY25 DOAP
TOTAL OPERATING SECTION GRANTS	5311 TOTAL	
	\$15,296,573	\$458,027,618

\$473,324,191

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends the adoption of the attached Resolution Authorizing Execution and Amendment of Federal 5311 Grant Agreement; and

WEREAS, the attached Grant Agreement Number OP-25-29-FED term is effective July 01, 2024 and shall expire on June 30, 2025.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Executive Director of We Care, Inc., Finance Office, EMA Director, and the Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Illinois Department of Transportation

Bucksheet

Reset Form

Under \$250,000 Over \$250,000

Priority

Normal

Office	District / CO	Bureau
Intermodal Project Implementation		Transit

File Subject	Amount Range
Agreement, Signature	

Secretary Explanation

Subject

Section 5311 Operating

Project in Relation to

Transit 5311 Formula Grants for Rural Areas

Description of Action

Executive Signatures for Execution

DBE Goal IL Works Capitol/Stimulus Notary Required

None FY Deadline Fiscal Year Date **06/30/2025**

Consultant Name/Contractor	Letting Date
Tazewell County	

County	District	Job Number	PTB-Item
		n/a	n/a

Amount of Agreement	Route
309,215.00	n/a

Section	Phase	Contract Number	Agreement Number
n/a	n/a	n/a	OP-25-29-FED

State Dollars	Federal Dollars	Local Dollars	Total Dollars
0.00	309,215.00	0.00	309,215.00

Source of State Fund	% Reimburse from Feds
Not Applicable	

Remarks

The FY25 5311 template was approved by Mike Prater on 4/17/2024.

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
County of Tazewell**

The Illinois Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield Illinois 62764, and County of Tazewell (Grantee), with its principal office at 11 S. 4th Street, 4th Floor, Pekin, Illinois, 61554 and payment address (if different than principal office) at 11 S. 4th Street, 4th Floor, Pekin, Illinois, 61554, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

REQUIRED SIGNATURES

By signing below, the PARTICIPANT and the DEPARTMENT agree to comply with and abide by all provisions set forth in this Agreement and any Appendices thereto.

FOR THE PARTICIPANT:

DocuSigned by:

49BE72463D4A4FD...
Signature

8/12/2024 | 9:09 AM EDT

Date

David Zimmerman
Name

County Board Chairman
Title

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

FOR THE DEPARTMENT:

DocuSigned by:

14AFF2C29284498...
Omer Osman, Secretary of
Transportation

8/14/2024

Date

DocuSigned by:

14AFF2C29284498...

By Jason Osborn, Director OIPI

8/14/2024 | 6:59 AM CDT

Date

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 071430805 is Grantee’s correct DUNS Number, that C121C5LKZU91 is Grantee’s correct UEI, if applicable, that 37-6002171 is Grantee’s correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non-Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$309,215.00, of which \$309,215.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is IL-2023-043, the federal awarding agency is Federal Transit Administration, and the Federal Award date is 7/1/2024. If applicable, the Assistance (CFDA) Name is Formula Grants for Rural Areas and Tribal Transit Program and Assistance Listing Number is 20.509. The Catalog of State Financial Assistance (CSFA) Number is 494-80-0338. The State Award Identification Number is .

1.4 Term. This Agreement shall be effective on 7/1/2024 and shall expire on 6/30/2025, (the "Term"), unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

**ARTICLE I
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

2.6. The Grant Accountability and Transparency Act (30 ILCS 708/45) statute and regulations do not apply to this Grant Agreement. Any and all references to the statute and/or regulations are not applicable to this Grant Agreement. Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200, as applicable.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can

commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

“Grant” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this

Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this

Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. **Indirect Cost Rate Submission.**

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and

State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds.

Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII
REQUIRED CERTIFICATIONS**

1.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

**ARTICLE IX
CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection

with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as

requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. **Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not “For-Profit”.

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 6 months after the end of the Grantee’s audit period.

15.4. “For-Profit” Entities.

(a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with

federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. **Delinquent Reports.** When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. **Termination.**

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false

representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs

would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall

be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written

materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement

including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information

shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

CSFA Number

NOSA/SAIN Number

GATA Registration Number

494-80-0338

679207

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

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

The Grantor's application has been approved by FTA.

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

The Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Grantor.

EXHIBIT B

DELIVERABLES OR MILESTONES

- A. The Grantee shall generate and maintain required local match sufficient to draw down the 5311 funds in this Agreement.
- B. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.
- C. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the prior fiscal year.
- D. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 651.
- E. Submission of cost allocations plans (if applicable.)
- F. Submission of the Public Transportation Service Plan (PTSP) (annual).
 - a. Including 5-Year Forecast.
- G. Submission of Compliance Review Action Plan Accomplishments (if applicable).
- H. Submission of National Transit Data Base Report (annual).
- I. Submission of PCOM report (quarterly).
- J. Submission of Capital Needs Assessment (annual).
- K. Submission of Non-DOAP Local Match Survey (annual).
- L. Submission of Procurement Notifications (as they occur).
- M. Submission of Disadvantaged Business Enterprises Letter (as they occur).
- N. Submission of Charter Service Letter (as they occur).
- O. Submission of Procurement Concurrence Request (as they occur).

EXHIBIT C

PAYMENT

Grantee shall receive \$ \$309,215.00 under this Agreement.

Enter specific terms of payment here:

Grantee understands and accepts that it will disburse its Indirect Costs separately from its Direct Costs in accordance with its approved Indirect Cost Rate.

Grantee further understands and accepts that, within three (3) months after execution of the Agreement, Grantee will submit updated, separate Budgets: one to reflect Grantee’s costs; and a Budget to reflect costs incurred by each sub-recipient Grantee utilizes to accomplish the project goals and objectives of this Agreement.

REQUISITIONS AND PAYMENTS

A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Grantor will honor any properly submitted requests in the manner set forth in this Requisitions and Payments section. In order to receive Grant payments pursuant to this Agreement, the Grantee must:

1. complete, execute and submit to the Grantor requisition forms supplied by the Grantor in accordance with the instructions contained therein;
2. submit to the Grantor, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Grantor, to substantiate these costs;
3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
4. have submitted all financial, progress reports, and performance data currently required by the Grantor; and
5. have received approval by the Grantor for all budget amendments required to cover all costs to be incurred through the end of the requisition period.
6. Quarterly requisitions of the actual operating expenditures and deficit incurred during the quarter for reimbursement pursuant to this Agreement shall be submitted to the Grantor within thirty (30) days following the close of the quarter. A fourth quarter requisition of the actual operating expenditures and deficit incurred during the quarter shall be submitted to the Grantor by August 1.

B. Payment by the Grantor - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Grantor, the Grantor will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Grantor of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Grantor, towards the timely completion of the Project. If all of these circumstances are found to exist, the Grantor will reimburse apparent eligible costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum

amount of the Grant provided in the Project Budget section in PART THREE below. Requisitions may not be submitted more frequently than quarterly, unless approved by the Grantor in writing. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Grantor of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Grantor will review the Grantee's independent audit and make a final determination as to eligibility of any payments made to Grantee only after the independent audit has been approved by the Grantor.

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

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

1. be made in conformance with Grantee's final, approved application and the approved Uniform Budget and all other provisions of this Agreement;
2. be necessary in order to accomplish the Project;
3. be reasonable in amount for the goods or services purchased;
4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);
5. be incurred within the state fiscal year governed by this Agreement; and
6. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantor for the Grantee. Those principles include, but are not limited to, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

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

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

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

due.

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

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).

2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality. A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers", 31 CFR Part 205.

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

F. Subject to Appropriation - All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305. The Grantor shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Grantor or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Grantor from FTA and from funds authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: David Schafer

Title: Bureau Chief

Address: 2300 S Dirksen Pkwy, Room 341, Springfield, IL, 62764

Phone: (217) 782-4981

TTY#: N/A

Fax#: N/A

E-mail Address: david.schafer@illinois.gov

GRANTEE CONTACT

Name: Dawn Cook

Title: TC EMA Director/PCOM

Address: 21304 State Route 9, Tremont, IL, 61554

Phone: (309) 925-2271

TTY#: _____

Fax#: _____

E-mail Address: dcook@tazewell-il.gov

Additional Information:

EXHIBIT E
PERFORMANCE MEASURES

The Grantee should:

A. Submit accurate and timely reports required by this program.

B. Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:

1. Financial Management Reviews;
2. Compliance Reviews;
3. Audits;
4. Grantor policy changes;
5. Public Complaint Process;
6. and/or as directed by the Grantor to remain in compliance with grant requirements.

C. Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F

PERFORMANCE STANDARDS

Performance Standards shall include:

A. Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C as well as Public Transportation Accounts (PTA) account reports.

B. Timeliness of corrective actions will be determined on an individual basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

1. The Grantee shall generate and maintain required local match sufficient to draw down the 5311 Funds in this Agreement.
2. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.
3. On or before August 1, the Grantee shall submit all annual reports.
4. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 651.
5. When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

EXHIBIT G

FY25 - SPECIFIC CONDITIONS

These specific conditions are based upon the grantee’s responses to the FY25 IDOT Sub-Recipient Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

Fiscal And Administrative:

I. Property Standards

- i. Grantees may be required to participate in periodic technical assistance to correct deficiencies regarding property standards. Grantees must maintain documentation of additional prior approvals from grantee management. IDOT may request to review plan and documentation at its discretion.

Corrective Action:

Implementation of corrective action plan that would include creating and/or updating written policies and procedures to address the following: a) Create or revise property control procedures to ensure that when property purchased with state or federal funds is disposed of the property records include the date of disposal and sales price. b) The awarding agency should be notified in writing in advance of all property sales of \$5000 or more. c) A physical inventory is performed annually and reconciled to the property control records. d) it prevents the loss, damage, theft, and unauthorized use of property. e) It is implemented to identify asset capitalization thresholds and ensure that equipment purchased with grant funds is excluded from depreciation schedules charged to state and federal pass-through grants. f) Ensure that property control records include all required data fields: Description of property, serial number or other identification number, funding source, acquisition date, cost of property, percentage of state or federal participation, and the location of the property.

II. Audit

- i. Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Changes in key personnel increase risk associated with the performance and administration of state and federal awards. More frequent monitoring and technical assistance may be required. Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

Programmatic:

I. History of Performance (internal)

- i. Grantee must submit more detailed and frequent programmatic reporting as requested by the Grantor contact.

Corrective Action:

Implementation of written policies to address gaps in the Grantee’s program oversight and operational efficiency. Grantee must demonstrate adequate grant performance. Condition may be removed after Agency re-examination in 6 months.

II. Reports and Findings from Audits Performed Under Subpart F - Audit

- i. Requires a desk review for the status of corrective actions.

Corrective Action:

Grantee must implement corrective action plan. Condition may be removed after Agency re-examination in 6 months.

III. Agency and Grant-Specific Parameters

Yes

.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file _ BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after 7/1/2024 effective date of the Agreement. reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period November 30th (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

Additional Reporting Requirements

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

Renewal. This Agreement may not be renewed.

EQUIPMENT AND SUPPLIES

Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment and supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Grantor requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

ARTICLE XXVII

COOPERATION IN CONNECTION WITH INSPECTION

27.1 Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

27.2 The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

ARTICLE XXVIII

ETHICS

A. Code of Conduct

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

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

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

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

(c) The Grantee has signed the attached Lobbying Certification in the form of PART TWO ATTACHMENT 1 and will incorporate it in its applicable third-party contracts and require a comparable certification from its contractors or subcontractors.

(d) Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. § n 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee agrees that it searched the website, www.sam.gov, and found

that the Grantee has no active exclusion from receiving federal funds. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third-party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed a Debarment certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below. In addition, the Attorney for the Grantee has signed the attached Grantee Opinion of Counsel (attached as PART TWO ATTACHMENT 2).

Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.

ARTICLE XXIX GRANTEE'S WARRANTIES

29.1 Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Grantor:

- (a) a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of PART TWO ATTACHMENT 2.
- (b) a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of PART TWO ATTACHMENT 3.

ARTICLE XXX SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

30.1 The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580/1 et seq., and U.S. DOT Drug- Free Workplace Act of 1988, , 41 U.S.C. §§ 701 et seq., and U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 U.S.C. § 5331 and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below.

ARTICLE XXXI DISPUTE RESOLUTION

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

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

ARTICLE XXXI

DISPUTE RESOLUTION

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

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 USC 134 (currently set at \$250,000) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services – State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or

services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

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

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor point of contact provided on Exhibit D
6. Award to the responsive bidder with the lowest price.

(\$5,000- \$9,999)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
3. Develop specifications to solicit quotes.
4. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
5. Prepare or submit information to Grantor’s point of contact in Exhibit D.
6. Obtain authorization from Grantor’s point of contact provided on Exhibit D.
7. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

ARTICLE XXXIII

THIRD PARTY CONTRACT CHANGES

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

ARTICLE XXXIV

LABOR PROVISIONS

34.1 General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland “Anti-Kickback” Act.

34.2 State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.

34.3 Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

34.4 Third Party Contracts - The Grantee agrees to include any applicable requirements of this Labor Provisions section in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.

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

(a) Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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

ARTICLE XXXV CIVIL RIGHTS

35.1. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Federal nondiscrimination laws including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 et seq.; Federal Transit Law at 49 U.S.C. § 5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act, " 49 CFR Part 21; and FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", October 1, 2012.

35.2. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:

(a) General Requirements – The Grantee agrees as follows:

(i) Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including, but not limited to the U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Part 60 et seq., (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375, “Amending E.O. No. 11246 Relating to Equal Employment Opportunity”) that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

(ii) EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee’s eligibility to obtain future financial assistance in transportation projects.

(b) Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., with U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance, “ 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625.

(c) Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.

(d) Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.

(e) Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order “Improving Access to Services for Persons with Limited English Proficiency”, 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficiency Persons,” 70 Fed. Reg. 74087, December 14, 2005

ARTICLE XXXVI
 Illinois Human Rights Act

36.1. The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term “contractor” shall also mean “Grantee.” The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

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

(a) 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.

(b) 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 DOHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) 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.

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

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

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

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

(h) In addition, Grantee is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101, which prohibits discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of

protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with the availability of public accommodations.

ARTICLE XXXVII
Sexual Harassment

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

ARTICLE XXXVIII
Disadvantaged Business Enterprise ("DBE")

38.1. To the extent required by federal law, regulation, or directive, the Grantor encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

(a) The Grantee agrees to comply with Section 1101 of FAST Act, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.

(b) The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or agreement awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts.

The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

(c) The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:

((i) "The (contractor or subcontractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration this (contract or agreement). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreements), that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).”

(d) “The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from (the Grantee). Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee).”

ARTICLE XXXIX

Disabilities

39.1. Americans with Disabilities Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.

39.2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq.; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (c) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38;
- (d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
- (g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;

39.3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3007 of FAST ACT, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, “Americans with Disabilities Accessibility Specifications for Transportation Vehicles,” 35 CFR Part 1192 and 49 CFR Part 38.

ARTICLE XL

Confidentiality - Drug or Alcohol Abuse

40.1. To the extent applicable, the Grantee agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, And Rehabilitation Act of 1970, as amended,

42 U.S.C. §§ 4541 et seq., and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 et seq., and any amendments thereto.

ARTICLE XLI

Transportation Infrastructure Finance and Innovation Act

41.1. The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFIA), with regard to any TIFIA funds received by the Grantee.

The Grantee also agrees to include the requirements of this Civil Rights section in each applicable contract, subcontract, or agreement financed in whole or in part with federal assistance.

ARTICLE XLII

INTELLECTUAL PROPERTY

42.1. Patent Rights

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

(b) The Grantee agrees to include this Intellectual Property section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

42.2 Rights in Data and Copyrights

(a) 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.

(b) The following restrictions apply to all subject data first produced in the performance of this Agreement:

(i) Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(ii) 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:

1) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

2) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.

42.3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Grantor's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Grantor determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under Administrative Code Title 92, Chapter I, Subchapter h, Part 651as amended, understands and agrees that, in addition to the rights set forth in subparagraph 42.2(b) of this Patent Rights section, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this

Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph 42.2(a) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

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

42.5. Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Grantor and FTA under any patent.

42.6. The requirements of subparagraphs 42.2(b), 42.3, and 42.4 of this Patent Rights section do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

42.7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs 42.2(a) through 42.6 of this Patent Rights section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

42.8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

42.9. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

ARTICLE XLIII

SEAT BELT USE

43.1. To the extent required by the Illinois Mandatory Seatbelt Law (625 ILCS 5/12-603.1 et seq.), the Grantee shall establish a safety belt use policy requiring employees to use the appropriate occupant restraint protection devices as provided in the vehicle being driven while on official business. A copy of the safety belt policy shall be provided to the Grantor upon request. In addition, the Grantee shall require each driver or passenger of a motor vehicle, used pursuant to this Grant and operated on a street or highway in Illinois, to wear a properly adjusted and fastened seat safety belt, unless exempted pursuant to such statute.

ARTICLE XLIV**ENVIRONMENTAL REQUIREMENTS**

44.1. The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53. Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

((a) Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

(b) Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(i) The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.

(ii) In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

(iii) The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.

44.2 Use of Public Lands – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C.

Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

44.3 Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350.

44.4 Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 et seq.

44.5 Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. §4321 note.

44.6 Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

44.7 Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

44.8 Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c involving historic and archaeological preservation.

44.9 Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b),, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.

44.10 Energy Conservation - To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state

energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.

44.11 Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 et seq. The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

44.12 Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.

44.13 Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.

44.14 Indian Sacred Site - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.

44.15 Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

ARTICLE XLV
PRIVACY

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

ARTICLE XLVI
PROTECTION OF SENSITIVE SECURITY INFORMATION

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

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PART TWO ATTACHMENT 1

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

I, David Zimmerman, County Board Chairman -'hereby certify
(Name and title of official)

On behalf of County of Tazewell that:
(Name of Grantee)

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 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, an 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.

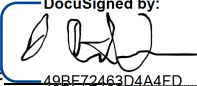
The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 Grantee County of Tazewell

Type or print name David Zimmerman

Signature of authorized representative  Date 8/12/2024 | 9:09 AM EDT

Contract Number OP-25-39-FED State Grant Number OP-25-39-FED

PART TWO ATTACHMENT 2

OPINION OF COUNSEL

I, Kevin Johnson the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for County of Tazewell ("Grantee"). In this capacity, my opinion has been requested concerning the eligibility of County of Tazewell for grant assistance under the provisions of 49 U.S.C. § 5311 ("Section 5311"). I have also reviewed the Section 5311 Operating Assistance Grant Agreement, Contract No. OP-25-39-FED, Grant No OP-25-39-FED, ("Agreement") tendered by the State of Illinois ("State") to the Grantee. I hereby advise as follows:

1. The Grantee is an eligible "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 of 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 Subrecipient under the provisions of Section 5311, and that it is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signed by:
 Signature: Kevin Johnson
A903F3BBB123443...
 (Attorney's Name) Kevin Johnson

Attorney for: County of Tazewell

Date: 8/13/2024 | 10:04 AM CDT

PART TWO ATTACHMENT 3

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF FEDERAL 5311 GRANT AGREEMENT

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

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

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

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

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

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2025 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of County of Tazewell (Name of Applicant).

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

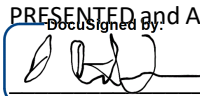
Section 3. That the J. David Zimmerman, Board Chairman (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of County of Tazewell such application.

Section 4. That the J. David Zimmerman, Board Chairman (Title of Certifying Officer) is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That J. David Zimmerman, Board Chairman (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of County of Tazewell Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2025.

Section 6. That the J. David Zimmerman, Board Chairman (Title of Certifying Officer) 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 2025.

PRESENTED and ADOPTED this 12 day of August, 2024

J. David Zimmerman


(Signature of Authorized Official)

(Attest)

J. David Zimmerman, Board Chairman
(Title)

8/12/2024 | 9:09 AM EDT
(Date)

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

**ARTICLE XLVII
DEFINITIONS**

47.1 As used in this Agreement:

A. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.

B. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.

C. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.

D. "Government" means both the government of the United States of America and/or the State of Illinois.

E. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.

F. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.

G. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced assets.

H. "Project Facilities" means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the Grantee pursuant to this Agreement.

I. "Section 5311" refers to the "Formula Grants for Rural Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).

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

**ARTICLE XLVIII
PROJECT SCOPE**

48.1 The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation

services described in the Grantee's final approved application and the service plan on file at the Grantor 's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Grantor representatives. The Grantee's application and service plan are incorporated into this Agreement by reference.

ARTICLE XLIX

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)

49.1 Part One, Section 1.3 identifies the Federal Award Identification Number(s) (FAIN) relevant to this Agreement. In some instances, FTA assigns a temporary FAIN which may be referenced in Section 1.3. In the event that FTA has assigned a temporary FAIN and then assigns a permanent FAIN after this Agreement has been executed, the Grantor will notify the Grantee of the new permanent FAIN.

ARTICLE L

PROJECT BUDGET

ARTICLE LI The Uniform Budget is attached as PART THREE ATTACHMENT 1.

51.1 The Grantor will fund up to 100% of eligible operating deficit incurred by the Grantee (and/or Grantee's contractor) during the Term to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Grantor for the Project, up to the amount as stated in the Uniform Budget. The method for determining the intercity bus portion of the project shall be in accordance with the Grantor's guidelines, as from time to time adopted.

51.2 In no event shall the Grantor's funding participation under this Agreement exceed the total Grantor Grant available for the Project. The maximum amount of the operating assistance for the Project under this Agreement is \$ \$309,215.00 .

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

51.4 The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the Uniform Budget. Budget line items may be adjusted by the Grantee with prior notification of the Grantor. However, any amendment to the Uniform Budget should be in accordance with the provisions of ARTICLE VI and ARTICLE XXVI, Section 26.5 of this Agreement. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

ARTICLE LII

ACCOMPLISHMENT OF THE PROJECT

52.1 General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and in compliance with all applicable laws and Grantor guidelines, as from time to time adopted.

52.2 Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement,

the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Grantor and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

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

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

52.3 Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Grantor 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.

52.4 No Government Obligations to Third Parties - The Grantor and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Grantor or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.

52.5 Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Grantor and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, the Master Agreement between the Grantor and FTA (a copy of which is incorporated herein by reference), and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor ("PCOM"), who must be either 1) an employee(s) of the Grantee; 2) an employee(s) of a unit of local government with whom the Grantee has entered into an intergovernmental agreement for rural public transportation service; or 3) a shared employee(s) between two grantees who receive 5311 and/or rural DOAP funds directly from the Grantor with contiguous service areas, whereby the employee prepares separate reports and maintains separate records for each grantee, has no real or apparent conflict of interest, and is pre-approved in writing by the Grantor. A mass transit district may appoint its director to be the PCOM. All direct PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The PCOM shall be responsible for the following:

(a) General Program Knowledge - The PCOM shall possess proficiency in areas including, but not limited to:

- (i) Relevant federal and state grant program(s) purpose and funding; and
 - (ii) State and federal public transportation capital and operating grant requirements.
 - (iii) Basic understanding of governmental finance and accounting.
- (b) Public Transportation Service Plan - The PCOM shall develop and update, as needed, a Public Transportation Service Plan ("PTSP") that is approved in writing by the Grantor. In the PTSP, the Grantee shall provide the following:
- (i) A list of all of the public and specialized transportation service providers, Human Services Transportation Plan ("HSTP") Coordinators, and stakeholders within the Grantee's territorial boundaries;
 - (ii) The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;
 - (iii) For multi-county systems, the methodology by which the Grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county within the Grantee's territorial boundaries is commensurate with the amount of state and federal funding allocated to each county;
 - (iv) An explanation of the Grantee's and its operator's, if any, public transportation complaint procedures; and
 - (v) Any additional information requested by the Grantor.
- (c) Monitoring - The PCOM shall monitor and analyze the following:
- (i) The level and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, within the Grantee's territorial boundaries. The PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;
 - (ii) The utilization, condition, and maintenance of Project Facilities;
 - (iii) The driver and staff training activities of the Grantee and/or its operator(s), if any;
 - (iv) All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries. For the service contracts, the PCOM shall monitor the revenues received and the number of trips provided. The PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the Term of the Agreement;
 - (v) Compliance with the requirements of this Agreement;
 - (vi) The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and
 - (vii) Any additional items requested by the Grantor.

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

any. Retention of all ADA-related complaints for at least one year; and Retention of a summary of all ADA-related complaints for at least two years

(e) Program Reviews - The PCOM shall assist in all of the Grantor's program reviews and audits of the Grantee and its operator(s), if any, and attend all meetings between the Grantee and the Grantor.

(f) Training - The PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's ("RTAC") Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the Grantor.

(g) Public Transportation Account - On forms provided by the Grantor, the PCOM shall monitor the Public Transportation Account ("PTA") by identifying and tracking deposits and withdrawals into and out of the PTA, the interest earned, and the balance of funds in the account.

(h) Reporting - The PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and, if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee and ii) annually, a written report to the Grantor that is submitted with the Grantee's 4th Quarter Actual Requisition. The Grantee shall provide the Grantor copies of the quarterly report at the request of the Grantor. The reports shall contain the following information:

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

(ii) A summary and analysis of the activities monitored pursuant to this Accomplishment of the Project section, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;

(iii) A summary and analysis of public transportation complaints and, if applicable, the satisfaction of any entity receiving service from the Grantee or its operator pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;

(iv) For the annual report to the Grantor, an accounting of all PTA transactions during the Term of the Agreement and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and

(v) Any additional information requested by the Grantor.

ARTICLE LIII
LABOR LAW COMPLIANCE

53.1. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the

employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3007 of FAST Act, for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended by § 3007 of FAST Act, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.

53.2. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5311 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.

53.3. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Bus Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.

53.4 The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements incorporated herein by reference and on file with the Grantor.

ARTICLE LIV CONTINUANCE OF SERVICE

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

ARTICLE LV REAL PROPERTY, EQUIPMENT AND SUPPLIES

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

(a) Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Grantor. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Grantor may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Grantor within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

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

55.2. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Grantor, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Grantor), including, but not limited to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of routine maintenance and repairs. For fixed facilities, the Grantee shall establish and follow a written maintenance plan and document any maintenance and repairs performed. The Grantor and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Real Property, Equipment and Supplies section. The Grantor reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

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

55.4. Transfer of Project Facilities

(a) Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Grantor (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).

(b) Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Grantor. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set

forth by 49 CFR Parts 18.31 and 18.32.

55.6. Withdrawn Property - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Grantor, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Grantor thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.

(a) Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Grantor the Government interest in the fair market value, if any, of the Project Facility or any item of the Project Facilities whose unit value exceeds \$5,000, at the option of the Grantor. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

(b) Fair Market Value - The following requirements apply to the calculation of fair market value:

(c) Project Facilities - Unless otherwise approved in writing by the Grantor, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Grantor irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Grantor with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.

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

55.7. Disposition of Property - After the end of its useful life, if any Project Facility funded through this Agreement is planned to be disposed of, the Grantee shall notify the Grantor thereof not later than 30 days prior to its planned disposition.

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

55.9. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts

18.31 and 18.32.

55.10. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:

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

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

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

ARTICLE LVI PROCUREMENT

56.1. Contracts – Unless directed otherwise by the Grantor in writing, the Grantee must provide the Grantor notice of at least ten (10) business days before executing or obligating itself to any contract funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and any contract funded with assistance provided through this Agreement for services below \$100,000. All contracts funded with assistance provided through this Agreement for services for \$100,000 or more must be approved by the Grantor prior to the Grantees bid solicitation, executing, or obligating itself to such contract. Failure to notify the Grantor may result in the expense being deemed an ineligible cost pursuant to this Agreement. Any such contract or subcontract shall contain all of the required contract clauses, if any, provided pursuant to this Agreement, and conform to the most recent requirements of FTA 4220.1E “Third Party Contracting Guidance” and “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Grantor approval in writing.

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

56.3. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest responsive responsible bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.

56.4. Award to Responsive and Responsible Contractors - In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under

the terms of the proposed procurement. Before awarding a third-party contract, the Grantee agrees to consider:

- (a) The third-party contractor's integrity;
- (b) The third-party contractor's compliance with public policy;
- (c) The third-party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
- (d) The third-party contractor's financial and technical resources.

56.5. Force Account - FTA and the Grantor reserve the right to refuse or limit their participation in force account costs.

56.6. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.

56.7. Buy America - Each third-party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below). The Grantee will incorporate the provisions of the Buy America Certification as a part of every relevant third-party contract.

56.8. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.

56.9. Preference for Recycled Products - To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 45 CFR Part 74.16 codified at 42 U.S.C. § 6962.

56.10. Bus Testing - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.

56.11. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Grantor and FTA.

56.12. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Grantor of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Grantor before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive

FTA's or the Grantor's immunity to suit.

56.13. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

56.14. Steel Products – The Grantee shall comply with the applicable provisions of the Steel Products Procurement Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.

56.15. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives.

56.16. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Grantor's guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Grantor may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Grantor's Operating Capital guidelines as follows:

(a) Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Grantor concurrence and procurement procedures.

(b) Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must notify the Grantor before purchase; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Grantor specified procurement procedures.

(c) Any equipment or property costing more than \$5,000 is deemed a capital purchase and an ineligible cost pursuant to this Agreement. All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 5% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

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

ARTICLE LVII

ACCOUNTING, RECORDS, AND ACCESS

57.1. Public Transportation Account – The Grantee shall establish and maintain a separate account(s), for the Project (hereinafter referred to as a “Public Transportation Account” or a “PTA”) in conformity with requirements established by the Grantor. The account(s) shall be in a federally insured bank or trust company.

57.2. Funds Received or Made Available for the Project – The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the Grantor pursuant to this Agreement, and all other funds provided for or otherwise received by the Grantee or its public transportation operator(s) on account of the Project and Project Facilities (hereinafter collectively referred to as “Project Funds”). Examples of such types of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the Grantor.

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

All Project Funds held by the Grantee shall draw interest and the amount of such interest earned shall be reported to the Grantor in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the Grantor.

Project Funds may only be used for the following expenses:

(a) Eligible costs; and

(b) Operating expenditures directly related to the Project, pursuant to Grantor procedures.

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

57.4. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Public Transit Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.

57.5. Audit and Inspection - Pursuant to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, the Grantee shall permit, and shall require its contractors to permit, the Grantor or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board. The Grantor may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles.

The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may

be used for settlement of the grant and Project closeout. The Grantee agrees to comply promptly with recommendations contained in the Grantor's final audit report.

(a) Grantee's Independent Audit - Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Ill. Code tit. 92, § 651.403. The standards for selection of the auditor and the scope and contents of the audit are contained in Ill. Admin. Code tit. 92, § 651.403; Grantee and its auditor shall become familiar with the pertinent sections of the Illinois Administrative Code and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq.), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Grantor. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Grantor. Grantee's independent audit shall be submitted to the Grantor no later than 180 days following the last day of the Term of the Agreement. This deadline may be changed, at the discretion of the Grantor, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.

57.6. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.

57.7. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Grantor any unexpended balance of the Grant. Prior to close-out, however, the Grantor reserves the right to deobligate unspent funds.

ARTICLE LVIII PROJECT CLOSEOUT

58.1. Upon the Grantor's receipt of the Grantee's independent audit report of the Project, the Grantor shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor. At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. 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 Grantor. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

ARTICLE LIX

SCHOOL BUS AND CHARTER SERVICES OPERATIONS

59.1. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Grantor, the Grantee certifies, by signing this Agreement, that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee further agrees and certifies that it shall immediately notify the Grantor in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 2705-305(f) after the date of this certification and this Agreement.

59.2. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification included in the FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section below. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

ARTICLE LX**GRANTEE'S PROGRAM SPECIFIC WARRANTIES**

60.1. The Grantee certifies that prior to Grantor execution of this Agreement, the Grantee has provided to the Grantor:

- (a) An executed copy of the most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor; and
- (b) An executed Section 5333b Special Warranty which is incorporated herein by reference and is on file with the Grantor.

ARTICLE LXI**NOTICE OF CURRENT OR PROSPECTIVE LEGAL MATTERS**

61.1 If this agreement, or any subcontract, is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220, the Grantee must promptly notify the Grantor if a current or prospective legal matter emerges that may affect the federal government. The Grantee must include similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions expected

to equal or exceed \$25,000.

PART THREE ATTACHMENT 1
UNIFORM BUDGET

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Project Budgets

Expense	
Item	Amount
5010 Labor	
Operators' Paid Absences	\$0.00
Operators' Salaries and Wages	\$0.00
Other Paid Absences	\$0.00
Other Salaries and Wages	\$0.00
Sub Total:	\$0.00
5015 Fringe Benefits	
Fringe Benefits	\$0.00
Sub Total:	\$0.00
5020 Services	
Services	\$0.00
Sub Total:	\$0.00
5030 Materials and Supplies	
Fuel & Lubricants	\$0.00
Other Materials & Supplies	\$0.00
Tires & Tubes	\$0.00
Sub Total:	\$0.00
5040 Utilities	
Utilities	\$0.00
Sub Total:	\$0.00
5050 Casualty and Liability Costs	
Casualty and Liability Costs	\$0.00
Sub Total:	\$0.00
5060 Taxes	
Taxes	\$0.00
Sub Total:	\$0.00
5090 Miscellaneous Expenses	
Miscellaneous Expenses	\$0.00
Sub Total:	\$0.00
5100 Purchased Transportation Expenses	
Purchased Transportation in Report	\$2,027,230.00
Sub Total:	\$2,027,230.00



Project Budgets

517 Debt Service (Urban DOAP Grantees Only)	
Debt Service (Urban DOAP Grantees Only)	\$0.00
Sub Total:	\$0.00
518 Indirect Costs	
Indirect Costs	\$0.00
Sub Total:	\$0.00
5210 Interest Expenses	
Interest Expenses	\$0.00
Sub Total:	\$0.00
5220 Operating Lease Expenses	
Operating Lease Expenses	\$0.00
Sub Total:	\$0.00
5260 Depreciation	
Depreciation	\$0.00
Sub Total:	\$0.00
Revenue	
Item	Amount
4100 Directly Generated Funds	
Directly Generated Funds	\$0.00
Sub Total:	\$0.00
4111 Passenger Paid Fares	
Passenger Paid Fares	\$129,949.00
Sub Total:	\$129,949.00
4112 Organization Paid Fares	
Organization Paid Fares	\$0.00
Sub Total:	\$0.00
4120 Park and Ride Revenue	
Park and Ride Revenue	\$0.00
Sub Total:	\$0.00
4130 Non-Public Transportation Revenue	
Non-Public Transportation Revenue	\$0.00
Sub Total:	\$0.00
4140 Auxiliary Transportation Funds	
Advertising Revenues	\$0.00



Project Budgets

Concessions	\$0.00
Other Auxiliary Transportation Revenues	\$0.00
Sub Total:	\$0.00
4150 Other Transportation Revenues	
Other Transportation Revenues	\$0.00
Sub Total:	\$0.00
4160 Revenues Accrued Through a Purchased Transportation Agreement	
Revenues Accrued Through a Purchased Transportation Agreement	\$0.00
Sub Total:	\$0.00
4170 Subsidy from Other Sectors of Operations	
Subsidy from Other Sectors of Operations	\$0.00
Sub Total:	\$0.00
4180 Extraordinary and Special Items	
Extraordinary and Special Items	\$0.00
Sub Total:	\$0.00
4190 Total Recoveries	
Total Recoveries	\$0.00
Sub Total:	\$0.00
4200 Directly Generated Dedicated Funds	
Directly Generated Dedicated Funds	\$0.00
Sub Total:	\$0.00
4240 Fuel Tax	
Fuel Tax	\$0.00
Sub Total:	\$0.00
4250 Other Tax	
Other Tax	\$0.00
Sub Total:	\$0.00
4300 Local Government Funds	
Local Government Funds	\$0.00
Sub Total:	\$0.00
4310 General Revenues of the Local Govt	
General Revenues of the Local Govt	\$0.00
Sub Total:	\$0.00
4320 Local Funds Dedicated to Transit at their Source	



Project Budgets

Bridge, Tunnel, and Hwy Tolls	\$0.00
Fuel Taxes	\$0.00
High Occupancy Toll	\$0.00
Income Taxes	\$0.00
Other Dedicated Funds	\$0.00
Other Taxes	\$0.00
Property Taxes	\$0.00
Sales Tax	\$0.00
Sub Total:	\$0.00
4390 Other Local Funds	
Other Local Funds	\$0.00
Sub Total:	\$0.00
4400 State Government Funds	
State Government Funds	\$0.00
Sub Total:	\$0.00
4410 General Revenues of the State Govt	
General Revenues of the State Govt	\$0.00
Sub Total:	\$0.00
4420 State Transportation Fund	
State Transportation Fund	\$0.00
Sub Total:	\$0.00
4430 Extraordinary and Special Items	
Extraordinary and Special Items	\$0.00
Sub Total:	\$0.00
4500 Federal Funds	
Federal Funds	\$0.00
Sub Total:	\$0.00
4600 Non-Added Revenues	
Non-Added Revenues	\$0.00
Sub Total:	\$0.00
4610 Contributed Services	
Contributed Services	\$0.00
Sub Total:	\$0.00
4630 Sales and Disposal of Assets	



Project Budgets

Sales and Disposal of Assets	\$0.00
------------------------------	--------

Sub Total:	\$0.00
-------------------	---------------

Total Expenses	\$2,027,230.00
Total Revenue	\$129,949.00
Net Project Cost	\$1,897,281.00



Illinois Department of Transportation

Bucksheet

Under \$250,000 Over \$250,000

Priority

PLEASE RUSH

Office	District / CO	Bureau
Intermodal Project Implementation	CO	Transit

File Subject	Amount Range
Miscellaneous	

Secretary Explanation

Subject
SFY 2025 Section 5311 and DOAP Program Marks

Project in Relation to
SFY2024 Section 5311 and DOAP

Description of Action
Signature is needed for the Director of the OIPI to execute and amend all 5311 grant agreements between IDOT and sub-recipients for federal funding, as well as State DOAP grant agreements as reflected in the attached document(s).

DBE Goal IL Works Capitol/Stimulus Notary Required
None FY Deadline Fiscal Year Date

Consultant Name/Contractor Letting Date

County	District	Job Number	PTB-Item

Amount of Agreement	Route

Section	Phase	Contract Number	Agreement Number

State Dollars	Federal Dollars	Local Dollars	Total Dollars


Source of State Fund	% Reimburse from Feds
	%


Remarks




Illinois Department of Transportation

Memorandum

To: Omer Osman, Secretary DS


From: Jason Osborn, Director of OIPI DS


By: Shoun Reese, Deputy Director of Transit DS

 David Schafer, Bureau Chief of Transit Operations

Subject: SFY 2025 Section 5311 and DOAP Program Marks

Date: June 5, 2024

Background

IDOT’s Office of Intermodal Project Implementation (OIPI) is the governor’s designated recipient of the Federal Transit Administration’s Section 5311 formula funds for public transportation services in rural and small urban areas in Illinois. Historically, grant recipients submit annual applications for funding to the Department, but in the interest of providing funding stability, it is not a competitive process. Instead, the Department funds its approved grantees each year based upon the State’s available Section 5311 allocation, taking into account federally required set asides that the Department must maintain for particular program activities.

Annually, OIPI reviews projected Section 5311 expenditures for the next fiscal year and the current federal funding available in order to determine if increases in the grantees’ Section 5311 allocation for the next fiscal year are possible. Historically, the increase has been nominal. Increases have occurred in recent years due to a combination of increased available Section 5311 funding and unusual needs like dramatically rising fuel prices or insurance costs.

OIPI’s policy is to fund the next fiscal year’s Section 5311 Program with any remaining prior Federal Fiscal Year (FFY) funds and the current FFY Section 5311 allocation. The next FFY allocation is approved 6 months into our next program year which is based on our State Fiscal Year (SFY). Section 5311 funds may be subject to multiple funding releases over the course of a single SFY. Due to the increased Section 5311 the State is set to receive this year, OIPI is providing a 10% one year increase.


Downstate Operating Assistance Program (DOAP) Transportation funds are provided by statute each fiscal year under the Downstate Public Transportation Act (State Statute: 30 ILCS 740/2). The DOAP program was established by the Illinois General Assembly to provide operating funds to assist in the development and provision of public transportation services downstate (i.e. outside of the Northeastern Illinois area). Each eligible participant receives an

annual line item appropriation that is set by a formula contained within the Act and reimburses grantees the lesser of 65% of eligible expenses, their operating deficit or their appropriation amount (refer to Table 1, attached). After the final operating assistance payments are made, remaining unexpended appropriations lapse and a percentage of the are transferred to the Downstate Transit Improvement Fund.

SFY2025 Staff Program Recommendation

Staff recommends the following:

1. Due to the increased federal funding that has been authorized by the Infrastructure Investment and Jobs Act (IIJA), OIPI proposes the SFY25 Section 5311 sub-recipient funding allocations for the Department’s transit operating grants be increased from their base funding by 10% for one year only. The SFY25 5311 funding amounts and the DOAP funding amounts are shown in Table 1 (attached).
2. Indicate approval of the proposed funding levels and program marks by signing and dating on the appropriate line below and signing and dating CAF-2 (attached).
 - a. Authorized signatures on this Approval Memo and the Secretary’s signature on the attached Contract Approval Form will allow the Director of OIPI to delegate his signature for execution and amendment of the 5311 and DOAP grant agreements between the Department and its eligible recipients, pursuant to Departmental Order 2-2.

DocuSigned by:

 9BD3079B18274E1...
 Holly Bieneman, Director, Office of Planning and Programming
 6/21/2024 | 10:01 AM CDT
 Date

DocuSigned by:

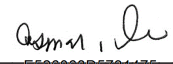
 14AFF2C29284496...
 Jason Osborn, Director, Office of Intermodal Project Implementation
 6/10/2024 | 6:35 AM CDT
 Date

DocuSigned by:

 DB47989DCDEC4E2...
 Vicki Wilson, Chief Financial Officer
 6/28/2024 | 5:06 PM CDT
 Date

DocuSigned by:

 89F32C4E4ED7410...
 Mike Prater, Chief Counsel
 6/27/2024 | 2:16 PM CDT
 Date

DocuSigned by: (Approved as to form)

 E526068D5731475...
 Omer Osman, Secretary
 6/28/2024 | 5:08 PM CDT
 Date



Contract Approval Form

TO: Omer Osman, Secretary
 FROM: Jason Osborn, Director, Office of Intermodal Project Implementation
 SUBJECT: SFY 2025 Section 5311 and Downstate Operating Assistance Program Awards (CAF-2)
 DATE: June 5, 2024

Authorization is requested for the Director of the Office of Intermodal Project Implementation to execute and amend all 5311 grant agreements between IDOT and sub-recipients for federal funding, as well as state of Illinois funded Downstate Operating Assistance Program grant agreements as reflected below and awarded.

Grantee	Grantor	Location	Description	Funding \$(000)			Total
				Federal	State	Local	
5311 Recipients	IDOT	Downstate	SFY2025 5311 Federal Operating and Administrative Assistance and Intercity Bus	\$15,296,573	N/A	N/A	\$15,296,573
DOAP Recipients	IDOT	Downstate	SFY2025 Downstate Operating Assistance Program Funds	N/A	\$458,027,618*	N/A	\$15,296,573*
Total				\$15,296,573	\$458,027,618*		\$473,324,191

I delegate my signature to the Director of the Office of Intermodal Project Implementation for the execution of all grant agreements described above.

***Downstate Operating Assistance Program (DOAP) Funds are based on the appropriations listed in the SFY24 State Budget. IDOT may initially contract for amounts less than a grantee’s full appropriation based on the grantee’s application.**

DocuSigned by:

 E5260681D5731475...
 Omer Osman,
 Secretary of Transportation

6/28/2024 | 5:08 PM CDT

 Date

TABLE 1

SFY25 Earmarks

Transit Federal and State Operating Assistance Funding Projection

(Federal 5311 - Includes a 10% one year special increase)

(State based on Governor's Proposed Budget over SFY25 Appropriations)

	FEDERAL	STATE
	5311 SFY25 TOTAL PROGRAM	GOMB Approved SFY25 DOAP
OPERATING/ADMIN ASSISTANCE		
<u>SMALL URBAN AND RURAL TRANSIT OPERATING AND ADMIN ASSISTANCE</u>		
BOND COUNTY	\$75,174	\$740,850
BOONE COUNTY	\$104,419	\$235,700
BUREAU / PUTNAM COUNTY	\$224,837	\$1,392,900
CARROLL COUNTY	\$55,652	\$542,401
CHAMPAIGN COUNTY	\$177,721	\$1,125,600
COLES COUNTY	\$226,255	\$1,030,370
CRIS RURAL MTD	\$165,197	\$1,581,360
DANVILLE, CITY OF	\$0	\$4,866,400
DEKALB COUNTY	\$450,695	\$1,284,000
DOUGLAS COUNTY	\$66,021	\$209,200
EFFINGHAM COUNTY	\$109,161	\$707,300
FREEPORT, CITY OF	\$198,017	\$1,631,900
FULTON COUNTY	\$121,861	\$471,600
GALESBURG, CITY OF	\$351,507	\$3,041,600
GREATER PEORIA MASS TRANSIT DISTRICT	\$170,643	\$0
GRUNDY COUNTY	\$114,899	\$834,600
HANCOCK COUNTY	\$64,104	\$342,100
HENRY COUNTY	\$146,521	\$718,400
JACKSON COUNTY MTD	\$552,618	\$1,003,695
JERSEY COUNTY	\$132,256	\$637,680
JO DAVIESS COUNTY	\$210,066	\$983,500
KANKAKEE COUNTY	\$192,536	\$1,279,000
KENDALL COUNTY	\$64,193	\$3,060,100
LOGAN & MASON COUNTIES	\$150,441	\$754,600
MACOMB, CITY OF	\$478,401	\$4,199,000
MACOUPIN COUNTY	\$156,169	\$1,027,080
MARSHALL/STARK	\$91,667	\$259,270
MCLEAN CTY	\$574,194	\$2,926,800
MONROE-RANDOLPH MTD	\$170,279	\$1,728,100
OTTAWA, CITY OF(LASALLE CTY)	\$355,254	\$1,886,300
PIATT COUNTY	\$94,290	\$856,800
QUINCY, CITY OF	\$693,292	\$6,689,900
REAGAN MASS TRANSIT DISTRICT	\$2,313,056	\$1,867,008
RIDES MTD	\$2,427,390	\$14,351,590
ROCK ISLAND & MERCER COUNTY	\$110,072	\$596,420
SANGAMON/MENARD COUNTY	\$152,586	\$779,500
SHAWNEE MTD	\$435,803	\$3,869,500
SHELBY COUNTY	\$453,953	\$1,697,700
SOUTH CENTRAL MTD	\$1,241,877	\$10,168,400
TAZEWELL COUNTY	\$309,215	\$1,317,700
WARREN COUNTY	\$292,175	\$527,076
WEST CENTRAL MTD	\$285,046	\$2,272,500
WHITESIDE COUNTY	\$193,234	\$1,167,300
WINNEBAGO COUNTY	\$207,684	\$798,728
WOODFORD COUNTY	\$136,144	\$578,500
Subtotal-Small Urban and Rural Operating Assistance Program	\$15,296,573	\$88,040,028

URBANIZED AREA OPERATING ASSISTANCE PROGRAM (STATE ONLY)	FEDERAL	STATE
(Federal Assistance to Urbanized Areas does not pass through the Department)	5311 TOTAL	Govs. Anticipated Bud. SFY25 DOAP
BLOOMINGTON-NORMAL PTS		\$15,279,600
CHAMPAIGN-URBANA MTD		\$53,524,700
DECATUR, CITY OF		\$13,379,000
DEKALB, CITY OF		\$6,911,080
GREATER PEORIA MTD(W SVC. TO PEKIN AND PEORIA COUNTY)		\$42,340,700
MADISON COUNTY MTD		\$39,701,100
RIVER VALLEY METRO MTD		\$8,976,800
ROCK ISLAND COUNTY METRO MTD		\$33,749,300
ROCKFORD MTD		\$28,012,500
SPRINGFIELD MTD		\$27,241,500
ST. CLAIR COUNTY TD		\$99,636,700
STATELINE MTD		\$1,234,610
Subtotal-Urbanized Area Operating Assistance Program	\$0	\$369,987,590
Total-Federal and State Operating Assistance Program	\$15,296,573	\$458,027,618
Intercity Bus Program (Included in 5311 Apportionment)		
	SFY25 Awards	
REAGAN MASS TRANSIT DISTRICT	\$ 2,029,606	
RIDES	\$977,572	
SHAWNEE MTD	\$30,870	
SOUTH CENTRAL MTD	\$437,608	
	\$3,475,656	
	FEDERAL	SFY25
	5311 TOTAL	DOAP
TOTAL OPERATING SECTION GRANTS	\$15,296,573	\$458,027,618

\$473,324,191

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Grant Agreement between the State of Illinois, Illinois Department of Transportation and the County of Tazewell; and

WHEREAS, the Agreement number: CAP-22-1196-ILL shall be in effect from 4/29/2024 through 9/30/2026; and

WHEREAS, the grant funds will be used towards the purchase of paratransit buses.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Office, EMA Director, and the Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Illinois Department of Transportation

Bucksheet

Reset Form

Under \$250,000 Over \$250,000

Priority

Normal

Office: Intermodal Project Implementation District / CO: Bureau: Transit

File Subject: Agreements Amount Range: State Funded Grants

Secretary Explanation

Subject: Downstate Mass Transportation Capital Improvement Fund (CIF)

Project in Relation to: Round III - PayGo Capital Grants

Description of Action: Executive Signatures for Execution

DBE Goal: None IL Works Capitol/Stimulus Notary Required
 FY Deadline Fiscal Year Date:

Consultant Name/Contractor: County of Tazewell Letting Date:

County: Various District: Various Job Number: n/a PTB-Item: n/a

Amount of Agreement: 189891.00 Route: n/a

Section: n/a Phase: n/a Contract Number: n/a Agreement Number: CAP-22-1196-ILL

State Dollars: 189891.00 Federal Dollars: 0.00 Local Dollars: 0.00 Total Dollars: 189891.00

Source of State Fund: Bond Funded % Reimburse from Feds: 0.00 %

Remarks: For questions, please contact Carissa Calloway.

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

County of Tazewell

The Illinois Department of Transportation (Grantor) with its principal office at 2300 South Dirksen Parkway, Springfield IL 62764, and County of Tazewell (Grantee) with its principal office at 11 S. 4th Street, 4th Floor, Pekin, Illinois, 61554, and payment address (if different than principal office) at n/a hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 071430805 is Grantee's correct DUNS Number, that C121C5LKZU91 is Grantee's correct UEI, if applicable, that 37-6002171 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation (includes Not for Profit)
- Medical Corporation
- Governmental Unit
- Estate or Trust
- Pharmacy-Non Corporate
- Pharmacy/Funeral Home/Cemetery Corp.
- Tax Exempt
- Limited Liability Company (select applicable tax classification)
 - P = partnership
 - C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$189,891.00 , of which _____are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is _____, the federal awarding agency is Illinois Department Of Transportation _____, and the federal award date is _____. If applicable, the Assistance Listing Program Title is _____, and Assistance Listing Number is _____. The Catalog of State Financial Assistance (CSFA) Number is 494-80-2190. The State Award Identification Number is _____.

1.4 Term. This Agreement shall be effective 4/29/2024 and shall expire on 9/30/2026 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

ILLINOIS DEPARTMENT OF TRANSPORTATION

County of Tazewell

By:  DocuSigned by:
13AFF2C2928449B...

Signature of Omer Osman, P.E., Secretary

By: _____
Signature of Designee

Date: 4/26/2024 | 8:43 AM CDT

Printed Name: Jason Osborn

Printed Title: Director, OIPI

Designee

By:  DocuSigned by:
44AF5C93938449B...

Signature of Jason Osborn, Director, OIPI

By: _____
Signature of Designee

Date: 4/26/2024 | 8:39 AM CDT

Printed Name: Jason Osborn

Printed Title: Director, OIPI

Designee

By: _____

Signature of Second Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By:  DocuSigned by:
49BF7246304A4FD...

Signature of Authorized Representative

Date: 4/21/2024 | 3:01 AM EDT

Printed Name: David Zimmerman

Printed Title: County Board Chairman

Email: dzimmerman@tazewell-il.gov

ARTICLE II REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

- (a) Grantee is duly organized, validly existing and in good standing, if applicable under the laws of the state in which it was incorporated or organized.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5 Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

2.6 The Grant Accountability and Transparency Act (30 ILCS 708/45) shall apply to this Grant Agreement unless and until this Award is explicitly exempted through an amendment or repeal of 30 ILCS 708/45. In the event this Grant Agreement is exempted from GATA, all references to GATA requirements shall be considered stricken. Grantee shall comply with all GATA requirements that apply prior to the effective date of any exemption. Notwithstanding any repeal of 30 ILCS 708/45, Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200 as applicable.

**ARTICLE III
DEFINITIONS****3.1 Definitions.** Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Assistance Listings” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Number” has the same meaning as in 2 CFR 200.1

“Assistance Listing Program Title” has the same meaning as in 2 CFR 200.1.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget Period” has the same meaning as in 2 CFR 200.1.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Consolidated Year-End Financial Report” or “CYEFR” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“Generally Accepted Accounting Principles” or “GAAP” has the same meaning as in 2 CFR 200.1.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Improper Payment” has the same meaning as in 2 CFR 200.1.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 2 CFR 200.1.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 2 CFR 200.1.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee or to subrecipients by SAM.

ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5 Payments to Third Parties. Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8 **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE**, or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9 **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditures described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3 Discretionary and Non-discretionary Line Item Transfers. Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

6.4 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2 Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award.. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4 Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6 Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 subpart E, Appendix V, and Appendix VII.

7.7 Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state-and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200. 430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the

contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or state funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.11 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the state (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(r) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced

Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(t) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(u) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(v) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1 **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either state or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1 **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as

described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII

FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.348; 44 Ill. Admin. Code 7000.440(b)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV

PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension

of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c) all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c.);44 Ill.Admin.Code 7000.90.

15.2 Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

- (a) This Paragraph 15.1 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.
- (b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.
- (c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.
- (d) CYEFRs shall follow a format prescribed by Grantor.

15.3 Entities That Are Not "For-Profit".

- (a) This Paragraph applies to Grantees that are not "for-profit" entities.
 - (b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit, 44 Ill.Admin.Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's

report(s) or (ii) nine (9) months after the end of the Grantee's audit period.(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4 "For-Profit" Entities.

(a) This paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards) from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6 Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO or PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with the U.S. Constitution applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII
NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTRUCTION OF BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106, 447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee must use equipment, material or real property in the program or project for which it was acquired, and is prohibited from encumbering the equipment, material, or real property without prior approval of the Grantor. Grantee must receive written approval from the Grantor prior to selling, transferring, or otherwise disposing of said equipment, material, or real property no longer used in the program or project for which it was acquired, or at any time during or after the conclusion of the Grant Term. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Any equipment acquired using Grant Funds must comply with the requirements of 2 CFR 200.313. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts

Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5 Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from

Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the state of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all

liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

**ARTICLE XXVI
MISCELLANEOUS**

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this

Agreement. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rules shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect; (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A
PROJECT DESCRIPTION

CSFA Number
494-80-2190

NOSA/SAIN Number

GATA Registration Number
679207

The Grantee is undertaking a mass transportation capital project (the "Project") as described in the Grantee's final approved application which is incorporated herein by reference and is on file with the Grantor.

The Grantee has made application to the Grantor for state funding for the Project in accordance with one or both of the Acts and pursuant to procedures established by the Grantor. The Grantee's final application, including subsequent submittals, information, and documentation as provided by the Grantee in support thereof, has been approved by the Grantor.

The Grantee agrees to undertake and complete the Project and to provide for the use of Project Facilities, in the manner set forth in the Grantee's final application, for the amounts set forth in the approved Uniform Budget, a copy of which is attached hereto and incorporated herein as Part Three Attachment 2, and in accordance with the requirements of this Agreement and all applicable laws. The Project, which is more particularly described in the plans, specifications and schedules set forth in the Grantee's final approved application, is generally described as:

1. Vehicle Replacement

EXHIBIT B
DELIVERABLES OR MILESTONES

- A. Within thirty (30) days after award of any third-party contract, the Grantee shall submit a copy of the executed contract and related documents as required by Grantor guidelines or when otherwise requested by the Grantor.
- B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advanced is requested.
- C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
- D. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter 1, Subchapter h, Part 653.
- E. The grantee shall notify the Grantor immediately when all project activities have been completed and all project costs incurred. The Grantor will then initiate final financial settlement of the project. Project settlement usually includes:
 - on-site inspection of the project by a Grantor representative, where appropriate;
 - final financial audit of the books and accounts by the State of Illinois and settlement of any audit findings;
 - the submission of a list of equipment purchased for the project, identified individually by serial number or other distinguishing designation;
 - the submission of a final requisition covering payment of the balance of the allowable stat grant, or a check payable to the Grantor for the full amount of any overpayment of State grant funds; and
 - notification by the Grantor that final financial settlement has been reached.

**EXHIBIT C
PAYMENT**

Grantee shall receive \$189,891.00 under this agreement.

Enter specific terms of agreement here:

- A. Requests for payment by the Grantee. The Grantee must submit written requisitions for reimbursement of the State share of eligible costs, and the Grantor will honor any properly submitted requests in the manner set forth in this Exhibit C. In order to receive grant payments pursuant to this Agreement, the Grantee must:
- (1) complete, execute and submit to the Grantor requisition forms supplied by the Department in accordance with the instructions contained therein;
 - (2) submit to the Grantor an explanation of the purposes for which costs have been incurred to date are or are reasonably expected to be incurred within the requisition period (not more than 30 days after the date of submission or as otherwise authorized by the Grantor), and vouchers, invoices, or other documentation satisfactory to the Department to substantiate these costs;
 - (3) where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with the Grantor payments and any applicable federal payments, to cover all costs to be incurred through the end of the requisition period;
 - (4) have submitted all financial and progress reports currently required by the Grantor; and
 - (5) have received approval by the Grantor for all budget revisions required to cover all costs to be incurred through the end of the requisition period.
- B. Payment by the Grantor. Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of a completed requisition form and the accompanying information in a form acceptable to the Grantor, the Grantor shall process the requisition, provided the Grantee is complying with its obligations pursuant to this Agreement, has satisfied the Grantor of its need for the State funds requested during the requisition period, and is making progress, satisfactory to the Grantor, towards the timely completion of the Project. If all of these circumstances are found to exist, the Grantor shall reimburse apparent allowable costs incurred by the Grantee or reasonably expected to be incurred during the requisition period, from time to time, but not in excess of the maximum amount of the State share as shown in the approved Uniform Budget. Requisitions shall be submitted monthly or more frequently as agreed to by the Department
- C. Final determination of cost eligibility. Reimbursement of any cost pursuant to this Exhibit C shall not constitute a final determination by the Grantor 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. The Grantor will make a final determination as to the allowability only after a final audit of the Project has been conducted.
- D. Ineligibility of Grantee. In the event that the Grantor determines that the Grantee is not currently eligible to receive any or all of the State funds requested, it shall promptly notify the Grantee, stating the reasons for such determination.
- E. Disallowed Costs. In determining the amount of the Grant, the Grantor will exclude: (i) all Project costs incurred by the Grantee prior to the date of this Agreement, or other date specifically authorized by the Grantor,

whichever is earlier; (ii) costs incurred by the Grantee which are not provided for in the latest approved Uniform Budget for the Project; and (iii) except as otherwise provided in Grantor guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantor. Costs of construction performed by employees of the Grantee will also be disallowed as eligible Project costs unless the use of such employees is specifically approved in advance by the Grantor.

**EXHIBIT D
CONTACT INFORMATION**

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Nicolas Haddad
Title: Section Chief
Address: 69 W Washington St, Chicago, IL 60602
Phone: 3127933960
TTY#: _____
Fax#: 3127931251
E-mail Address: Nicholas.Haddad@Illinois.gov

GRANTEE CONTACT

Name: Dawn Cook
Title: Director
Address: 11 S 4th Street, 4th FL, Pekin, IL 6155
Phone: 3099252271
TTY#: _____
Fax#: _____
E-mail Address: dcook@tazewell.com

Additional Information:

EXHIBIT E
PERFORMANCE MEASURES

The Grantee should:

- 1) Submit accurate and timely reports required by this program.
 - A. Progress towards DBE goal attainment (Quarterly) including a report on each active contract (report to include awardee, award amount, DBE goal, DBE percent attained on the contract to date, and DBE contract value to date).
- 2) Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:
 - A. Financial Management Reviews;
 - B. Compliance Reviews;
 - C. Audits;
 - D. Grantor policy changes;
 - E. Public Complaint Process;
 - F. and/or as directed by the Grantor to remain in compliance with grant requirements.
- 3) Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

- 1) Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C.
- 2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issues needs to be addressed. This may be determined by the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.
- 3) No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licenced certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.
- 4) The Grantee agrees to give full opportunity for free, open and competitive bidding for each contract to be let by the Grantee calling for the construction or furnishing of any materials, supplies, or equipment to be paid for with Project Funds, and the Grantee shall give such publicity in its advertisements or calls for bids for each such contract as will provide adequate competition.

For all requests subject to competitive bidding, the Grantee is required to follow all pre-bid and preaward procedures that are established in the Grantor's Capital Improvements Grants Manual.

EXHIBIT G
FY23 - SPECIFIC CONDITIONS

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

The Grant Accountability and Transparency Act (30 ILCS 708/45) statute and regulations do not apply to this Grant Agreement. Any and all references to the statute and/ or regulations are not applicable to this Grant Agreement. Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200, as applicable.

PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.

A. Code of Conduct

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

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

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

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

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

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or

more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

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

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email ALL identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file (Quarterly) BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the (4/29/2024) effective date of the Agreement. (Quarterly) reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending November 30th (Grantee's Fiscal Year End Date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

The Grantee must submit the following other required reports: Please specify

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

Renewal. This agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this project:

Grantee certifies that it shall adhere to the applicable requirements contained within the IDOT Transit Capital Grants Manual (current version), which are incorporated herein by reference.

Grantee shall include DBE goals on all contracts as requested by the Grantor. Grantee must contact the Grantor's DBE/EEO Contract Compliance Manager for DBE requirements. The Grantor reserves the right to withhold concurrence and/or reimbursement if a DBE goal is not included or is not satisfactory. Grantee shall report progress towards DBE goal attainment on the quarterly report (BOBS 2832).

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department of Commerce and Economic Opportunity a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

Security Interests. The Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a State or Federal award and that use and disposition conditions apply to the property. The Grantee shall provide any requested information and/or executed documentation required to effectuate any liens or other security interests required by the Grantor.

Notice of current or prospective legal matters. If this agreement, or any subcontract, is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220, the Grantee must promptly notify the Grantor if a current or prospective legal matter emerges that may affect the Grantor or the federal government. The Grantee must include similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier of nonprocurement awards of any amount and all lower tiers of procurement transactions expected to equal or exceed \$25,000.



Project Budgets

Expense	
Item	Amount
Capital Expenses	
Building/Land Purchase	\$0.00
Construction	\$0.00
Construction Management/Oversight	\$0.00
Demolition and Removal	\$0.00
Design/Engineering	\$0.00
Equipment	\$189,891.00
Equipment/Materials/Labor	\$0.00
Excavation/Site Prep/Demo	\$0.00
Grant Exclusive Line Item(s)	\$0.00
Mechanical System	\$0.00
Other Construction Expenses	\$0.00
Paving/Concrete/Masonry	\$0.00
Plumbing	\$0.00
Site Work	\$0.00
Total Indirect Costs	\$0.00
Wiring/Electrical	\$0.00
Sub Total:	\$189,891.00

Revenue	
Item	Amount
Revenues	
Revenues	\$0.00
Sub Total:	\$0.00

Total Expenses	\$189,891.00
Total Revenue	\$0.00
Net Project Cost	\$189,891.00

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following ORDINANCE and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to adopt the attached Ordinance fixing the budget and making appropriations for the Heritage Lake Subdivision Special Service Area for the fiscal year ending November 30, 2025.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Highway Department, the Treasurer, Attorney Bob Brown, and the Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ORDINANCE NO. E-24- 104

AN ORDINANCE FIXING THE BUDGET
AND MAKING APPROPRIATIONS FOR THE
HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA
FOR THE FISCAL YEAR ENDING NOVEMBER 30, 2025

WHEREAS, the Heritage Lake Subdivision Special Service Area (the "SSA") has been created by an ordinance entitled:

"AN ORDINANCE CONCERNING THE ESTABLISHMENT OF HERITAGE LAKE
SUBDIVISION SPECIAL SERVICE AREA, OF THE COUNTY OF TAZEWELL, ILLINOIS"

adopted September 27, 2017, and effective as of September 27, 2017, no petition having been filed opposing the creation of the Special Service Area pursuant to 35 ILCS 200/27-55, as amended by an ordinance entitled:

"AN ORDINANCE AMENDING ORDINANCE NO. E-17-111 CREATING THE
HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA, OF THE COUNTY OF
TAZEWELL, ILLINOIS"

adopted October 25, 2017, and effective as of October 25, 2017; and

WHEREAS, the SSA consists of the territory described in the ordinance aforesaid; and

WHEREAS, the County of Tazewell is now authorized to issue bonds and levy taxes for Special Services in said SSA.

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Tazewell and State of Illinois as follows:

SECTION 1: That the following Budget containing an estimate of revenues available and expenditures and the appropriations contained therein be and the same hereby is adopted as the Budget and Appropriations of said Heritage Lake Subdivision Special Service Area for this fiscal year; and the following sums of money, or as much thereof as may be authorized by law; is hereby appropriated to defray the necessary expenses and liabilities of the Heritage Lake Subdivision Special Service Area, for its fiscal year ending on November 30, 2025, for the respective objects and purposes, as hereinafter set forth, namely;

SPECIAL SERVICES

PART 1: ESTIMATED RECEIPTS

Cash on hand	\$ 1,161,874.92
Taxes to be received in this fiscal year	\$ 415,000.00
Bond Proceeds	\$ 0.00
TOTAL ESTIMATED REVENUES AVAILABLE:	\$ 1,576,874.92

PART 2: ESTIMATED EXPENDITURES

	Budgeted	Appropriated
Special Services (Roads, ditches, culverts, etc.)	\$ 0.00	\$ 0.00
Road Maintenance	\$ 489,494.00	\$ 489,494.00
Bond Principal	\$ 159,700.00	\$ 159,700.00
Bond Interest	\$ 99,653.00	\$ 99,653.00
Publication Fees	\$ 0.00	\$ 0.00
Insurance Services	\$ 0.00	\$ 0.00
Legal & Professional Fees	\$ 5,000.00	\$ 5,000.00
Administrative Expenses	\$ 1,000.00	\$ 1,000.00
TOTAL	\$ 754,847.00	\$ 754,847.00

The foregoing appropriations are appropriated from the above revenue sources including the property tax levied upon the taxable property in the Heritage Lake Subdivision Special Service Area.

SECTION 2: All unexpended balance of any item or items of any general appropriation made by this Ordinance may be expended in making up any deficiency in any item or items in the same general appropriation made by this Ordinance.

SECTION 3: If any item or any portion thereof in this Ordinance shall for any reason be held invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Upon motion by Board Member _____, seconded by Board Member _____, adopted by the County Board of the County of Tazewell, Illinois, this 28th day of August, 2024, by roll call vote, as follows:

Voting Aye: _____ Voting Nay: _____ Absent: _____

APPROVED this 28th day of AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ORDINANCE E24-104 Ordinance Fixing the Budget and Making Appropriations			
SPECIAL SERVICES			
Part 1: ESTIMATED RECEIPTS			
Cash on hand	\$ 1,161,874.92		Max. Levy
Taxes to be received in this fiscal year	\$ 415,000.00	vs.	\$438,295.00
Bond Proceeds	\$ -		
TOTAL ESTIMATED REVENUES AVAILABLE:	\$ 1,576,874.92		
Part 2: ESTIMATED EXPENDITURES			
	Budgeted		Appropriated
1 Special Services (Roads, ditches, culverts, etc.)	\$ -		\$ -
2 Road Maintenance	\$ 489,494.00		\$ 489,494.00
3 Bond Principal	\$ 159,700.00		\$ 159,700.00
3 Bond Interest	\$ 99,653.00		\$ 99,653.00
Publication Fees	\$ -		\$ -
Insurance Services	\$ -		\$ -
Legal & Professional Fees	\$ 5,000.00		\$ 5,000.00
Administrative Expenses	\$ 1,000.00		\$ 1,000.00
TOTAL	\$ 754,847.00		\$ 754,847.00

Note

Notes:

- 1 Only for new construction
- 2 Per "Maintenance 5-7-9" tab of "Design Quantities_updated_8Aug2023_BDR" spreadsheet
- 3 Per Bond Ordinance E-20-09

607 members in 2024

ORDINANCE E24-104 Ordinance for the Levy and Assessment of Taxes			
Section 2:			
	\$ 415,000.00	= Total Levy	
Section 3:			
	AMOUNT		AMOUNT
	APPROPRIATED		LEVIED
Special Services	\$ -		\$ -
Road Maintenance	\$ 489,494.00		\$ 149,647.00
Bond Principal	\$ 159,700.00		\$ 159,700.00
Bond Interest	\$ 99,653.00		\$ 99,653.00
Legal & Professional Services	\$ 5,000.00		\$ 5,000.00
Administrative Expenses	\$ 1,000.00		\$ 1,000.00
Total Appropriation & Levy	\$ 754,847.00		\$ 415,000.00
Section 5:			
	\$ 415,000.00	= Levy	

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following ORDINANCE and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to adopt the attached Ordinance for the levy and assessment of taxes for the fiscal year beginning December 01, 2024 and ending November 30, 2025 in and for Heritage Lake Subdivision Special Service Area.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Highway Department, the Tazewell County Treasurer, and the Tazewell County Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ORDINANCE NO. E-24-105

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING
DECEMBER 1, 2024, AND ENDING NOVEMBER 30, 2025,
IN AND FOR HERITAGE LAKE SUBDIVISION
SPECIAL SERVICE AREA**

BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF TAZEVELL, ILLINOIS, as follows:

SECTION 1: Findings. The **HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA** (the “SSA”) has been created by an ordinance entitled:

**“AN ORDINANCE CONCERNING THE ESTABLISHMENT OF
HERITAGE LAKE SUBDIVISION SPECIAL SERVICE AREA, OF
THE COUNTY OF TAZEVELL, ILLINOIS”**

adopted September 27, 2017, and effective as of September 27, 2017, no petition having been filed opposing the creation of the Special Service Area pursuant to 35 ILCS 200/27-55, as amended by an ordinance entitled:

**“AN ORDINANCE AMENDING ORDINANCE NO. E-17-111
CREATING THE HERITAGE LAKE SUBDIVISION SPECIAL
SERVICE AREA, OF THE COUNTY OF TAZEVELL, ILLINOIS”**

adopted October 25, 2017, and effective as of October 25, 2017. The SSA consists of the territory described in the ordinance aforesaid. The County of Tazewell is now authorized to issue bonds and levy taxes for Special Services in said SSA.

SECTION 2: That the total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in the Heritage Lake Subdivision Special Service Area is ascertained to be the sum of \$415,000.00.

SECTION 3: That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939 in the Heritage Lake Subdivision Special Service Area, said tax to be levied for the fiscal year beginning December 1, 2024, and ending November 30, 2025:

	AMOUNT APPROPRIATED	AMOUNT LEVIED
SPECIAL SERVICES	\$ 0.00	\$ 0.00
ROAD MAINTENANCE	\$ 489,494.00	\$ 149,647.00
BOND PRINCIPAL	\$ 159,700.00	\$ 159,700.00

BOND INTEREST	\$ 99,653.00	\$ 99,653.00
LEGAL & PROFESSIONAL SERVICES	\$ 5,000.00	\$ 5,000.00
ADMINISTRATIVE EXPENSES	\$ 1,000.00	\$ 1,000.00
TOTAL APROPRIATION & LEVY	\$ 754,847.00	\$ 415,000.00

SECTION 4: This tax is levied pursuant to Article VII, Sections 6A and 6L of the Constitution of the State of Illinois and 35 ILCS 234/1 *et seq.* and pursuant to an Ordinance Concerning the Establishment of Heritage Lake Subdivision Special Service Area.

SECTION 5: That there is hereby certified to the County Clerk of Tazewell County, Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$415,000.00 which said total amount the said Heritage Lake Subdivision Special Service Area requires to be raised by taxation for the current fiscal year of said County, and the County Clerk, of said County, is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this ordinance.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED THIS _____ day of _____, 2024, pursuant to a roll call vote as follows:

Ayes: _____ Nays: _____

APPROVED by me this _____ day of _____, 2024.

Chairman of County Board

ATTEST:

County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the Engineering Design Quote for HLA culvert lining from Austin Engineering; and

WHEREAS, the purpose of the proposal is to establish a master services agreement that will allow Austin Engineering to work with the County on an ongoing basis on the development project; and

WHEREAS, Austin Engineering is suggesting a starting design development phase budget of \$15,000; and

WHEREAS, the Heritage Lake Special Service Area Committee recommends to approve the Engineering Design Quote for HLA culvert lining from Austin Engineering and is authorized to move forward with the project as submitted.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer, the Finance Office, and the Auditor of this action.

PASSED THIS 28th DAY OF August, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



AUSTIN ENGINEERING CO., INC.

Consulting Engineers / Landscape Architects / Surveyors
Peoria, IL - Davenport, IA – Chattanooga, TN

austinengineeringcompany.com

Heritage Lake HOA
Mr. Brad Reed, President
PO Box 402
Mackinaw, IL 61755
reed.brad.hla@gmail.com

June 13, 2024

Re: Culvert Repair/Replacement/Lining Design Development Planning
+/- 15 Locations
Master Service Agreement
Heritage Lake, Mackinaw, IL

Thank you for the opportunity to submit a proposal for Professional Civil Engineering Design Development/Master Planning Services for the 2024 Culvert Repairs at Heritage Lake in Mackinaw, IL. The purpose of this proposal is to establish a master services agreement that will allow Austin Engineering to work with you on an ongoing basis on this development project. Each task required for this planning effort will be tracked separately and invoiced each month on an hourly basis for all time incurred during the design development phase.

At the completion of the design development phase we will prepare a proposal for the preparation of detailed construction plan documents a fixed fee proposal will be provided for your consideration and once that fixed fee proposal is approved, work within the hourly conceptual tasks for the project will be halted.

Example tasks within the hourly design development master planning services would include, but not be limited to, field inspections, coordination of televised reports if required, required field topographic survey of existing features within the proposed work areas, design development of overall plan sheets, archive plan review, preliminary opinions of probable construction costs, review meetings, coordination of early contractor pricing and correspondence or presentations as needed.

Based on our experience with past culvert repair projects at HLA and projects of similar scope and scale, we would suggest a starting design development phase budget of **\$15,000**. If additional budget is required, we will seek approval of an additional services budget from you before moving forward.

Invoices will be submitted each month on an hourly basis as time is incurred and payment is expected within 30-45 days of the date of each invoice. Progressive payments for invoices not

311 SW Water St., Suite 215, Peoria, IL 61602
220 Emerson Pl., Suite 101-A, Davenport, IA 52801
2115 Stein Drive, Suite 201, Chattanooga, TN 37421
P 1 (844) 691-AECI

Incorporated August 18, 1947

received within 30-45 days of submittal will incur interest charges in accordance with our General Conditions attached hereto, and work will be paused until each progressive invoice is paid in full. Payment for services provided under this agreement shall not be contingent on approval of any financing or negotiated leases with third parties. Services may be paused or cancelled at any time by providing email notice and an invoice will be generated for payment for work performed through the date that the email is received. All emails regarding projects related to invoicing and proposals should be directed to Devin Birch, President of Austin Engineering at dbirch@austinengineeringcompany.com. A copy of our current hourly rates are attached hereto. Hourly rates are subject to change on an annual basis, and a new hourly rate sheet will be provided to your office by email with notice of the new effective date.

We anticipate completing the hourly design development phase within a 4-6 week period following receipt of an authorization to proceed and a signed copy of this proposal returned to our office.

Again, we appreciate your consideration of Austin Engineering for your Professional Engineering and Land Surveying needs. If you have any questions or need additional information with respect to this proposal, please do not hesitate to contact us.

Sincerely,



Devin Birch, PE
Principal

* Accepted by:

Chairman David Zimmerman

2024 Fee Schedule

Senior Professional Engineer	\$165.00/Hr.
Senior Project Manager	\$165.00/Hr.
Project Manager	\$125.00/Hr.
Professional Engineer	\$140.00/Hr.
Engineer II	\$105.00/Hr.
Engineer I	\$ 95.00/Hr.
Landscape Architect	\$110.00/Hr.
Professional Land Surveyor	\$145.00/Hr.
Land Survey Technician	\$ 90.00/Hr.
Surveyor I	\$ 95.00/Hr.
Surveyor II	\$105.00/Hr.
1-Man Survey with Robotic Instrument/GPS	\$140.00/Hr.
2-Man Survey Crew	\$170.00/Hr.
Expert Witness	\$500.00/Hr.

Rates are reviewed and adjusted on an annual basis in December for the following year.



AUSTIN ENGINEERING CO., INC. GENERAL CONDITIONS (CIVIL AND LAND SURVEYING SERVICES)

THESE STANDARD TERMS AND CONDITIONS SHALL CONTINUE IN FORCE AND EFFECT DURING AND AFTER THE COMPLETION OF AUSTIN ENGINEERING CO., INC.'S EMPLOYMENT AND SHALL CONTROL ANY CONFLICTING TERM OR CONDITION UNLESS AUSTIN ENGINEERING CO., INC. AGREES OTHERWISE IN WRITING.

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Austin Engineering Co., Inc. (AECI) professional services proposal to which these General Conditions are attached, AECI's Schedule of Fees and Services, client's acceptance and signature (written or digital) on said proposal, AECI acceptance of said proposal, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by Austin Engineering Co., Inc. (except where distinction is necessary, either work or professional services are referred to as "services" herein). If client is ordering the services on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said service, and in such case the term "client" shall also include the principal for whom the services are being performed. Prices quoted and charged by AECI for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any report prepared by AECI. Unless otherwise expressly assigned in writing, AECI shall have no duty to any third party, and in no event shall AECI have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from AECI shall constitute acceptance of AECI's proposal and these General Conditions. In addition, Client's acceptance of AECI's proposal and these General Conditions may be indicated by Client signing the proposal, and a facsimile copy or an electronic signature by Client shall be considered as an original signature by Client.

2. ADDITIONAL SERVICES: For additional services not included above, the Consultant shall be compensated on an hourly basis per the attached fee schedule or lump sum fee as approved in advance in writing by both parties.

3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If AECI is required to delay any part of its services to accommodate the requests or requirements of client, regulatory agencies, or other parties, or due to any cause beyond its reasonable control, client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for AECI to perform its services. AECI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, AECI has not included in its fee the cost of restoration of damage which may occur and will not be responsible for such costs.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that client has advised AECI of any known or boundary or title disputes, defects in title, or ongoing litigation involving the property and has notified AECI of any suspected hazardous materials, utility lines, underground structures, or any other matter which may affect the ability of AECI to perform its duties as outlined in the Proposal or specified within these General Conditions at any site at which AECI is to perform services under this Agreement.

6. SITE INVESTIGATION: AECI services shall not include investigation for wetlands, environmentally protected or endangered species, hazardous substances, materials or waste or petroleum products. The above items include, but are not limited to, any material, species, or area now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. AECI shall not be liable for any damages as a result of the encounter with any of the items mentioned above. AECI's sole duty shall be to notify client of any encounter with the items mentioned above and AECI has no duty to identify or attempt to identify them within the project area.

7. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, AECI will report its test results and observations as more specifically set forth elsewhere in this Agreement. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and AECI recommendations. No claims for loss, damage or injury shall be brought against AECI unless all tests and inspections have been so performed and unless AECI recommendations have been followed.

AECI services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose

work is being tested. AECI services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. AECI services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. AECI services shall not include any responsibility or liability for the owner and/or contractor's site safety and/or operations of construction, including surface water management practices. "Contractor" as used herein shall include the general contractor, subcontractors, suppliers, architects, engineers and construction managers.

8. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by AECI unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. The test report documents shall not be considered certification or guarantee that certain conditions have been met. Conditions may not be uniform throughout an entire site and construction materials may vary from the samples taken. AECI shall not be liable for diminution of value wherein the results of the investigation and evaluation may result in decreased value of a property or project. Unless otherwise agreed in writing, the procedures employed by AECI are not designed to detect intentional concealment or misrepresentation of fact by others. AECI services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against AECI as a result of its services.

9. TERMINATION: This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, AECI shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses.

10. RETAINER/BILLING/PAYMENT: The firm or individual engaging AECI is responsible for payment of charges unless AECI is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Payment to AECI is not contingent upon the sale of the property or closing of any financial transactions. Prior to the provision of services, the Client shall deposit a retainer with AECI in accordance with the proposal, if required. Invoices for AECI services shall be submitted, at AECI's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. Client shall notify AECI in writing within ten (10) days of receipt of AECI's invoice of any disputed amounts and the basis of the dispute. If no notice of dispute is received in writing within ten (10) days, full invoice amount shall be valid and due. Payments may be made via cash, check, or credit card. A 3.5% convenience fee will be assessed on all credit card payments. Client agrees to pay interest on all amounts invoiced and not paid within thirty (30) days at the rate of eighteen (18%) per annum (or the minimum interest rate permitted by applicable law, whichever is the lesser) until paid. The retainer (if required) shall be credits on the final invoice. In the event that any portion of an account remains unpaid 90 days after the billing, AECI may institute action and Client shall pay all costs of collection, including attorney's fees.

11. STANDARD OF CARE: AECI professional services will be performed, its findings obtained, and its reports prepared in accordance with this Agreement and with general accepted principles and practices. In performing its professional services, AECI will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. AECI may rely upon information supplied by the client engaging AECI, or the contractors or consultants involved, or information available from generally accepted reputable sources, without independent verification. In performing physical work in pursuit of its professional services, AECI will use that degree of care and skill ordinarily used under similar circumstances. This statement is in lieu of all other warranties or representations, either express or implied. Statements made in AECI reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

12. LIMITATION OF LIABILITY: Should AECI or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon AECI services or work agree that the maximum aggregate amount of damages for which AECI, its officers, employees and agents shall be liable is limited to \$5,000 or the total amount of the fee paid to AECI for its services performed with respect to the project whichever amount is greater.

AUSTIN ENGINEERING CO., INC.

In the event client is unwilling or unable to limit the damages for which AECI may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of client received within five (5) days of client's acceptance of AECI's proposal, client will notify AECI of client's requested liability limit and AECI will provide an appropriate fee to be charged for the increase of this limit. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the exposure to an award of greater damages. In the event that AECI and the client cannot reach an agreement, AECI shall terminate the contract and refund the retainer to the client, less any amount due for work performed to date.

13. INDEMNITY: Subject to the provisions set forth herein, AECI and client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorney's fee arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees. In the event both are negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rate share of negligence or fault. AECI and client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS AND DATA: All documents produced and data collected by AECI are the instruments of AECI's professional service and shall remain the property of AECI and may not be used by the client for any other purpose without the prior written consent of AECI.

15. SUBPOENAS: AECI employees shall not be retained as expert witness except by separate written agreement. Client agrees to pay AECI pursuant to AECI's then current Fee Schedule for any AECI employee(s) subpoenaed by any party as an occurrence witness as a result of AECI's services.

16. OTHER AGREEMENTS: AECI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this Agreement or any provision wherein AECI waives any rights to a mechanics lien, or any provision that conditions AECI's right to receive payment for its services upon payment to client by any third party. These General Conditions are notice, where required, that AECI shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. All understandings and agreements heretofore had among the parties respecting this transaction, are merged in this Agreement. Unless expressly accepted by AECI in writing prior to delivery of AECI's services, client shall not add any conditions other than those contained in the Agreement. AECI's offer to provide services is conditioned on client's acceptance of all the terms and conditions set forth in these General Conditions without alteration or modification of any kind. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The parties hereto consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of Peoria, Illinois or the Federal District Court for the Mid-Central District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Michael Deppert of 220 Falcon Drive, Green Valley, IL 61534 to the Tazewell County Extension Board for a term commencing September 01, 2024 and expiring August 31, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Michael Deppert to the Tazewell County Extension Board and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Michael Deppert to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board, 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brian Becker of 8810 Townline Road, Manito, IL 61546 to the Spring Lake Drainage District for a term commencing September 01, 2024 and expiring August 31, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Brian Becker to the Spring Lake Drainage District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Brian Becker to the Spring Lake Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify McGrath Law Office of this action.

PASSED THIS 28th DAY of AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Ron Craig, 22762 Grosenbach Road, Washington, Illinois 61571 to the Spring Bay Fire Protection District for a term commencing September 01, 2024 and expiring August 31, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Ron Craig to the Spring Bay Fire Protection District and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Ron Craig to the Spring Bay Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney John Brady of this action.

PASSED THIS 28th DAY of AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Michael Harris of Box 245, Mackinaw, IL 61755 to the Local Landfill Review Board for a term commencing October 01, 2024 and expiring September 30, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Michael Harris to the Local Landfill Review Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Michael Harris to the Local Landfill Review Board.

The County Clerk shall notify the County Board Office of this action.

PASSED THIS 28th DAY of AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Bradley D. Haning, 15755 Gresham Road, Mackinaw, IL 61755 to the West Fork Drainage District for a term commencing September 5, 2024 and expiring September 4, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Bradley D. Haning to the West Fork Drainage District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Bradley D. Haning to the West Fork Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Kuhfuss & Proehl PC, 342 Elizabeth Street, Pekin, IL 61554 of this action.

PASSED THIS 28TH DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Wayne Deppert of 14798 Christmas Tree Road, Green Valley, IL to the Union Drainage District No. 1 for a term commencing September 05, 2024 and expiring September 04, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Wayne Deppert to the Union Drainage District No. 1 and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Wayne Deppert to the Union Drainage District No. 1.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Atty., 342 Elizabeth St., Pekin, IL 61554 of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Kenneth Becker of 8479 Townline Road, Manito, IL 61546, to the Mackinaw River Levee & Drainage District No. 1 for a term commencing September 05, 2024 and expiring September 04, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Kenneth Becker to the Mackinaw River Levee & Drainage District No. 1 and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Kenneth Becker to the Mackinaw River Levee & Drainage District No. 1.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Louis Miller, PO Box 669, Pekin, IL 61554 of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Joshua Charlton of 23340 CR 2900 E, Manito, IL 61546 to the Cincinnati Drainage and Levee District for a term commencing September 04, 2024 and expiring September 03, 2027.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Joshua Charlton to the Cincinnati Drainage and Levee District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Joshua Charlton to the Cincinnati Drainage and Levee District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Louis Miller, Bagley & Miller, PO Box 669, Pekin, IL of this action.

PASSED THIS 28th OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman