

CARROLL COUNTY BOARD MEETING

Small Courtroom, Courthouse

March 20, 2025 9:30 a.m.

*****PLEASE SILENCE CELL PHONES*****

Call to Order

Opening Prayer

Pledge of Allegiance

Roll Call

Public Comments

Consent Agenda

- 1. Approval of the March 6th Meeting Minutes**
- 2. Approval of Bills Paid in Vacation**
- 3. Approval of Committee on Claims**
- 4. Approval of Board Members Services**

Tabled Items

Department Reports

Animal Control

Assessor

Circuit Clerk

County Clerk & Recorder

Emergency Management

GIS

Highway

Health Department

Probation

Sheriff

States Attorney

Transit

- 1. Monthly Report**

Treasurer

- 1. Health Department Checking Account**

Zoning/ZBA

County Administrator

Affiliate Reports

Blackhawk Hills Regional Council – Kevin Barnes

Business Employment Skills Team/Workforce – Chris Flikkema

Community Mental Health Board – Melinda Appel

Emergency Telephone System Board – Matt Magill, 911 Director

Health Board – William Iske
Hotel/Motel - Susan Jacobs
Jo Daviess Carroll Co. Joint Action Solid Waste Agency – Chris Flikkema
LRA – Susan Jacobs
NWILED – Susan Jacobs
Senior Services Board – Dave Soldat
Tri-County Opportunities Council – Ronald Preston
United County Council of Illinois – Julie Bickelhaupt
Veterans Assistance Commission – Susan Jacobs
Whiteside/Carroll & Jo/Carroll Enterprise Zones – Julie Bickelhaupt

Committee Reports

Ad Hoc Inmate Housing Committee – William Iske
Ad Hoc Transit Garage Committee – Chris Flikkema

Business

- 1. Approval of Extension of deadline for Meyers Road Solar Farm to get into compliance for Complaint #24020 to April 30, 2025**
- 2. Approval of Zoning Amendment request 2025009A, General Industrial (I-1) to Heavy Industrial (I-2) (01-05-16-300-004)**
- 3. Approval of Zoning Amendment request 2025009B, Agriculture (Ag-1) to Heavy Industrial (I-2) (01-05-16-300-006)**
- 4. Approval of Variance request 2025009C, Variance in 100 ft set back (01-05-16-300-004)**
- 5. Approval of Variance request 2025009D, Variance in Chapter 700-9.05 I-2 setback requirement of 500 ft to nearest agriculture building**
- 6. Approval of Resolution authorizing execution of the Section 5311 - Federal Grant and the DOAP - state grant for FY26.**
- 7. Approval of Resolution of the Public Transportation Applicant Ordinance**
- 8. Approval of annual Service Contract for FY26 between Carroll County and Carroll County Senior Services Organization for public transportation services**

Executive Session

Chair Report

Appointments

Adjournment

Next Meeting – County Board Meeting – April 3, 2025 4:00 p.m.

CARROLL COUNTY BOARD MEETING

301 N. MAIN ST., MT. CARROLL, IL
IN SMALL COURTROOM
MARCH 6, 2025 AT 4:00 P.M.

CALL TO ORDER - Chair Bickelhaupt called the Board meeting to order at 4:00 p.m.

INVOCATION was given by County Board Member Susan Jacobs.

PLEDGE OF ALLEGIANCE

APPOINTMENT-Chair Bickelhaupt asked for a motion for the Approval of Appointing Jason Beyers to fill the vacancy for County Board District Three thru November 2026. Motion by Jacobs, second Appel to approve. Motion carried.

ROLL CALL - Roll call shows Julie Bickelhaupt, William Iske, Ronald Preston, Susan Jacobs, Christopher Flikkema, David Soldat, Melinda Appel, Kevin Barnes and Jason Beyers present.

PUBLIC COMMENTS – Kenneth Preston, Shannon, IL asked the Board to consider having their Board meetings recorded by using Zoom or YouTube.

CONSENT AGENDA – Chair Bickelhaupt presented the consent agenda for approval.

1. Approval of the February 20, 2025 Board meeting minutes
2. Approval of Bills Paid in Vacation
3. Approval of Committee on Claims

Motion by Jacobs, second by Preston to approve the consent agenda. Roll call vote shows Appel, Bickelhaupt, Flikkema, Soldat, Preston, Barnes, Iske, Jacobs and Beyers all voting aye. Motion carried.

TABLED ITEMS – None

DEPARTMENT REPORTS

Animal Control- ACO Lisa Ashby was not present due to four dogs being surrendered at the pound.

Assessor- Chief County Assessor Annette Gruhn reported that their office and the Board of Review are working on the appeals process for the 2024 assessments. She stated that they usually have around 30 to 40 appeals annually, but this year they have 199.

Circuit Clerk- Circuit Clerk Patty Hiher was not present.

County Clerk- County Clerk Amy Buss was present advised no report.

Emergency Management- Emergency Management Director Jim Klinefelter was not present.

GIS- Deputy Assessor Kolton Dimmick was present advised not report.

Highway –A monthly report was submitted.

County Engineer Sara Renkes introduced Arnold “Arnie” Vegter, Union Grove Township Road Commissioner and a member of Township Officials of Illinois. Mr. Vegter explained Senate Bill 2217 and Senate Bill 2504. Senate Bill 2217 is a Low Population Township District Dissolution proposal and Senate Bill 2504 is a Township Consolidation and Merger proposal. He encouraged the Board members and the public to notify their local State Senator and local State Representative to encourage them not to support this legislation.

There were local Township Road Commissioners at the Board meeting to show they opposed this pending legislation.

Health Department – Dawn Holland was present advised no report.

Probation –Probation Managing Officer Steve Brown informed the Board that the new Administrative Assistant, Jamie Rowe has begun training.

Sheriff & Property - Sheriff Ryan Kloepping was not present.

State’s Attorney - State’s Attorney Aaron Kaney was present advised no report.

Transit – PCOM Mary Maszk was not present due to attending the RTAC (Rural Transit Assistance Center) Conference.

Treasurer – County Treasurer Lydia Hutchcraft was present advised no report.

Zoning/Zoning Board of Appeals – Deputy Assessor Koltin Dimmick reported that the four items presented to the Zoning Board of Appeals on March 3rd will be on the March 20th agenda for consideration.

He reported hearing from the Solar Farm in regards to the non-compliance letter. They are asking for an extension on complying with the requirement of planting a vegetive screening. They are asking to extend to April when their landscaper is available. After discussion, State’s Attorney Kaney informed it would be the Board’s decision on the extension and should be placed on March 20th Board Agenda.

County Administrator – County Administrator Robert Jachnicki reported that Microsoft 365 will be installed by Computer Dynamics on all County Department computers starting tomorrow.

AFFILIATE REPORTS

Blackhawk Hills Regional Council – No Report.

Business Employment Skills Team/Workforce – No report.

Community Mental Health Board – No report.

Emergency Telephone System – No report.

Health Board – No report.

Hotel/Motel – No report.

Jo-Carroll Enterprise Zone – No report

Jo Daviess Carroll County Joint Action Solid Waste Agency – No report.

LRA – No report.

NWILED – No report.

Senior Services Board – No report.

Tri-County Opportunities Council – No report.

United County Council of Illinois – No report.

Veterans Assistance Commission – No report.

Whiteside/Carroll & Jo/Carroll Enterprise Zones – No report.

COMMITTEE REPORTS

Ad Hoc Inmate Housing Committee – Mr. Iske advised the committee will be meeting on March 20th after the Board meeting. Review of jail repairs and prioritization will be on the agenda.

Ad Hoc Transit Garage Committee- Mr. Flikkema advised no report.

Business

1. A power point presentation of the FY2024 Carroll County Financial Audit was presented by Matt Schueler of Wipfli.
2. Chair Bickelhaupt asked for a motion for the Consideration to accept the FY2024 Carroll County Audit. Motion by Iske, second by Preston. Motion carried.
3. Chair Bickelhaupt presented for Approval of Proclamation for Motorcycle Awareness Month. Motion by Preston, second by Jacobs to approve. Motion carried.
4. Chair Bickelhaupt presented for Approval of Raffle License for Mississippi Flyway Waterfowl, USA. Motion by Jacobs, second by Preston to approve. Motion carried.
5. Chair Bickelhaupt presented Approval of Resolution to Extend Adjournment Date for Board of Review. Chief County Assessor explained this Resolution is needed to extend adjournment date out to April 15, 2025. Motion by Preston, second by Jacobs to approve with the correction of it reading, April 15, 2025 not April 19, 2025 in the last paragraph of the Resolution. Motion carried.
6. Chair Bickelhaupt presented Approval of Carroll County Farm Bureau/Support Carroll County Agriculture. Motion by Iske, second by Flikkema to approve. Motion carried. Victoria Hansen, FBCM Manager thanked the Board for continued support shown to the Farm Bureau and the Agriculture community.

7. County Engineer Renkes explained and presented for Approval by the County Board vote giving Sara Renkes, County Engineer and Sirena Brinkmeier, Office Manager, Certificate of Authority to place Carroll County's Salt acquisition within the CMS web-based system. Motion by Jacobs, second by Beyers to approve. Motion carried.
8. County Engineer Renkes explained and presented for Approval and support to apply for the Rural Tribal Assistance Pilot Program to receive federal funding for the design of Army Depot Road from Main Ave to IL Rte. 84. She will be working with Blackhawk Waterways on writing this grant. This is at no cost to the County. Motion by Jacobs, second by Flikkema to approve. Motion carried.

EXECUTIVE SESSION - None

CHAIRMAN REPORT – No report.

APPOINTMENTS – None

Chair Bickelhaupt announced the next meeting will be March 20, 2025 at 9:30 a.m.

Motion by Preston, second by Soldat to adjourn at 4:53 p.m. Motion carried.

Submitted by Amy R. Buss, County Clerk

Selection Criteria: Vendor =
Bank =

Batch = BPIV
Due Date =
Invoice Date =

Bills Paid in Vacation

Open Invoices by Fund/Department (APLT22) Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	07	ELECTIONS			
640898	DAVIS COMMUNITY CENTER		01107005019	JUDGES, BALLOTS & SUPPLIES	\$80.00
	3.3.25	3/3/2025	CO CLERK / ELECTION JUDGE SCHOOL ROOM RENTAL		
Subtotal for Department: 07 :					\$80.00
Total for Fund: 011 :					\$80.00

Selection Criteria: Vendor =
Bank =

Batch = BPIV3.7.25
Due Date =
Invoice Date =

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	040	COUNTY MOTEL/HOTEL TAX FUND			
Dept:	00	NonDepartmental			
40040	SAUK VALLEY MEDIA		04000005154	TOURISM/PROMOTIONS	\$2,800.00
	012510219848	3/7/2025	HOTEL-MOTEL		
Subtotal for Department: 00 :					\$2,800.00
Total for Fund: 040 :					\$2,800.00

Selection Criteria:

Vendor =

Bank =

Batch =

Due Date = 3/20/2025

Invoice Date =

Committee on Claims

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor	Invoice	Inv Date	Account	Account Description	Invoice Amt
			Invoice Description		
Fund:	011		GENERAL FUND		
Dept:	01		COURTHOUSE UPKEEP		
1464	CARDMEMBER SERVICES		01101005003	REPAIRS & MAINTENANCE	\$43.73
	KLOEPPING_MAR25	3/20/2025	RYAN KLOEPPING		
1091	COMPUTER DYNAMICS		01101005005	UTILITIES--TELEPHONE	\$21.95
	395458	3/20/2025	MONTHLY WEB HOSTING		
1091	COMPUTER DYNAMICS		01101005005	UTILITIES--TELEPHONE	\$21.95
	395517	3/20/2025	MONTHLY WEB HOSTING_MARCH 2025		
640884	JCE CO-OP		01101005004	UTILITIES--ELECTRICITY & WATE	\$3,876.56
	10002004_DUE3.21.25	3/20/2025	COURTHOUSE		
640884	JCE CO-OP		01101005004	UTILITIES--ELECTRICITY & WATE	\$201.67
	10002005_DUE3.21.25	3/20/2025	SHERIFFS RADIO		
1800	NICOR GAS		01101005006	UTILITIES--GAS	\$1,400.86
	86673320007 DUE:4.15.25	3/20/2025	COURTHOUSE		
3413	PLUNKETT'S PEST CONTROL INC.		01101005003	REPAIRS & MAINTENANCE	\$114.34
	9025855	3/20/2025	COURTHOUSE		
640800	WOLD ARCHITECTS AND ENGINEERS		01101005003	REPAIRS & MAINTENANCE	\$154.10
	97572	3/20/2025	JAIL EXPANSION - SD PHASE / MILEAGE		
Subtotal for Department: 01 :					\$5,835.16
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	011	GENERAL FUND		
Dept:	02	SUPPLIES AND RENTALS		
1464	CARDMEMBER SERVICES	01102005323	PRINTING, SUPPLIES & POSTAG	\$10.65
	BUSS_MARCH25	3/20/2025	AMY BUSS	
1464	CARDMEMBER SERVICES	01102005323	PRINTING, SUPPLIES & POSTAG	\$145.15
	MARCH 2025	3/20/2025	FEES	
640339	PHYSICIANS IMMEDIATE CARE	01102005323	PRINTING, SUPPLIES & POSTAG	\$79.00
	4449547	3/20/2025	PRE-EMPLOYMENT EXAM / ROWE	
640198	TECHNOLOGY MANAGEMENT REV. FUND	01102005319	RENTALS & LEASE	\$259.00
	T2514943	3/20/2025	SHERIFF	
Subtotal for Department: 02 :				\$493.80
Total for Fund: 011 :				\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt	
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	03	OFFICE EQUIPMENT MAINTENANC			
4192	STERLING BUSINESS EQUIP. CENT.		01103005025	OFFICE EQUIPMENT MAINTENAN	\$153.00
	INV628724	3/20/2025	ASSESSOR		
Subtotal for Department: 03 :				\$153.00	
Total for Fund: 011 :				\$89,003.53	

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	04	COUNTY BOARD SERVICES			
1464	CARDMEMBER SERVICES		01104005422	TRAVEL, DUES & SUPPLIES	\$84.88
	BUSS_MARCH25	3/20/2025	AMY BUSS		
Subtotal for Department: 04 :					\$84.88
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	05	SUPERVISOR OF ASSESSMENTS			
1091	COMPUTER DYNAMICS		01105005323	PRINTING SUPPLIES & OTHERS	\$25.00
	130838	3/20/2025	ASSESSOR		
3565	PEARSON		01105005323	PRINTING SUPPLIES & OTHERS	\$20.00
	C108619	3/20/2025	ASSESSOR		
4660	VANGUARD APPRAISALS INC.		01105005027	APPRAISAL SOFTWARE	\$13,350.00
	22421	3/20/2025	ASSESSOR		
Subtotal for Department: 05 :					\$13,395.00
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	06	BOARD OF REVIEW			
1276	JUDY DAMPMAN		01106005012	TRAVEL	\$18.20
	3.6.25	3/20/2025	BOR / MILEAGE REIMBURSEMENT		
Subtotal for Department: 06 :					\$18.20
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	011	GENERAL FUND		
Dept:	07	ELECTIONS		
1464	CARDMEMBER SERVICES	01107005019	JUDGES, BALLOTS & SUPPLIES	\$65.10
	BUSS_MARCH25	3/20/2025	AMY BUSS	
1464	CARDMEMBER SERVICES	01107005323	PRINTING, SUPPLIES & POSTAG	\$257.96
	BUSS_MARCH25	3/20/2025	AMY BUSS	
640393	LIBERTY SYSTEMS, LLC	01107005323	PRINTING, SUPPLIES & POSTAG	\$410.00
	6910	3/20/2025	CO CLERK / BALLOT STOCK AND TONER	
2960	MIRROR DEMOCRAT	01107005024	ELECTION PUBLICATIONS	\$2,160.00
	COCLERK_2.28.25	3/20/2025	COUNTY CLERK / ELECTION NOTICES	
Subtotal for Department: 07 :				\$2,893.06
Total for Fund: 011 :				\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	10	ACCOUNTING SERVICES & AUDIT			
2630	WIPFLI		01110005023	ACCOUNTING SERVICE & AUDIT	\$18,231.84
		2660629	3/20/2025	2024 AUDIT	
Subtotal for Department: 10 :					\$18,231.84
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt	
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	12	COUNTY TREASURER			
1464	CARDMEMBER SERVICES		01112005323	PRINTING & SUPPLIES	\$337.87
	HUTCHCRAFT_MARCH25	3/20/2025	LYDIA HUTCHCRAFT		
3540	QUILL CORPORATION		01112005323	PRINTING & SUPPLIES	\$534.00
	43082777	3/20/2025	TREASURER		
3540	QUILL CORPORATION		01112005323	PRINTING & SUPPLIES	\$102.58
	42943708	3/20/2025	TREASURER		
4576	UNITED STATES POSTAL SERVICE		01112005323	PRINTING & SUPPLIES	\$90.89
	FEB 2025	3/20/2025	#21020656 / TREASURER		
Subtotal for Department: 12 :					\$1,065.34
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt	
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	13	COUNTY CLERK AND RECORDER			
1464	CARDMEMBER SERVICES		01113005323	PRINTING & SUPPLIES	\$202.47
	BUSS_MARCH25	3/20/2025	AMY BUSS		
3565	PEARSON		01113005323	PRINTING & SUPPLIES	\$15.00
	S524792	3/20/2025	COUNTY CLERK		
640684	STOREY-KENWORTHY		01113005323	PRINTING & SUPPLIES	\$142.60
	PINV1241345	3/20/2025	CO CLERK		
Subtotal for Department: 13 :					\$360.07
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	17	ZONING			
2960	MIRROR DEMOCRAT		01117006042	PUBLICATIONS	\$240.00
	ZONING_2.28.25	3/20/2025	JAICEE BUCKNER / ZONING		
Subtotal for Department: 17 :					\$240.00
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	011	GENERAL FUND				
Dept:	19	DOG CATCHER				
2040	CARROLL COUNTY HIGHWAY DEPT.			01119007055	CELL PHONE	\$80.59
	3.20.25	3/20/2025	FUEL, CELL PHONE, POUND SUPPLIES			
2040	CARROLL COUNTY HIGHWAY DEPT.			01119006039	AUTO TELEPHONE & SUPPLIES	\$140.32
	3.20.25	3/20/2025	FUEL, CELL PHONE, POUND SUPPLIES			
2040	CARROLL COUNTY HIGHWAY DEPT.			01119005323	PRINTING & SUPPLIES	\$71.97
	3.20.25	3/20/2025	FUEL, CELL PHONE, POUND SUPPLIES			
640884	JCE CO-OP			01119006039	AUTO TELEPHONE & SUPPLIES	\$116.85
	10002001_DUE3.21.25	3/20/2025	ANIMAL CONTROL SHELTER			
157	LISA ASHBY			01119005323	PRINTING & SUPPLIES	\$135.00
	3.20.25	3/20/2025	POUND SUPPLIES			
					Subtotal for Department: 19 :	\$544.73
					Total for Fund: 011 :	\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund:	011		GENERAL FUND		
Dept:	20		COUNTY SHERRIFF		
640533	AL'S QUALITY SERVICE INC 102097	3/20/2025	01120006044 SHERIFF	SQUAD CAR MAINTENANCE	\$421.68
640659	AT&T MOBILITY 287318885952X03032025	3/20/2025	01120007055 SHERIFF	CELL PHONES	\$634.81
620	BUSHMAN'S SERVICE 1-139510	3/20/2025	01120006044 SHERIFF	SQUAD CAR MAINTENANCE	\$97.00
1464	CARDMEMBER SERVICES KLOEPPING_MAR25	3/20/2025	01120005323 RYAN KLOEPPING	OFFICE SUPPLIES	\$98.00
1464	CARDMEMBER SERVICES KLOEPPING_MAR25	3/20/2025	01120006048 RYAN KLOEPPING	TRAINING FEES	\$649.98
1464	CARDMEMBER SERVICES KLOEPPING_MAR25	3/20/2025	01120006051 RYAN KLOEPPING	SHERIFF--FUEL	\$83.62
1464	CARDMEMBER SERVICES LAMBERT_MAR25	3/20/2025	01120006048 RYAN LAMBERT	TRAINING FEES	\$1,050.00
1464	CARDMEMBER SERVICES MAGILL_MAR25	3/20/2025	01120006010 MATTHEW MAGILL	911 DIRECTOR EXPENSES	\$224.65
1464	CARDMEMBER SERVICES LAMBERT_MAR25	3/20/2025	01120006051 RYAN LAMBERT	SHERIFF--FUEL	\$111.54
1464	CARDMEMBER SERVICES KLOEPPING_MAR25	3/20/2025	01120006046 RYAN KLOEPPING	UNIFORMS	\$123.39
2040	CARROLL COUNTY HIGHWAY DEPT. FEB2025 FUEL	3/20/2025	01120006051 SHERIFF	SHERIFF--FUEL	\$3,277.39
1540	EWERS GARAGE CCSHERIFF_2.28.25	3/20/2025	01120006044 SHERIFF	SQUAD CAR MAINTENANCE	\$493.90

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
1771	GALLS LLC		01120006046	UNIFORMS	\$117.45
	030447085	3/20/2025	SHERIFF		
640316	KALEEL'S CLOTHING & PRINTING		01120006046	UNIFORMS	\$108.00
	20644	3/20/2025	SHERIFF		
2491	KUNES' COUNTRY AUTO GROUP INC		01120006044	SQUAD CAR MAINTENANCE	\$137.06
	47100	3/20/2025	SHERIFF		
640174	LEXISNEXIS RISK SOLUTIONS		01120005323	OFFICE SUPPLIES	\$200.00
	1100109903	3/20/2025	SHERIFF		
640625	MOTO MARK'S REPAIR & SALES, LLC		01120006044	SQUAD CAR MAINTENANCE	\$83.11
	2.28.25 STATEMENT	3/20/2025	SHERIFF		
640558	MOTOROLA SOLUTIONS, INC.		01120006047	RADIO CONTRACT & REPAIRS	\$1,170.00
	9168020250203	3/20/2025	SHERIFF		
3540	QUILL CORPORATION		01120005323	OFFICE SUPPLIES	\$300.57
	43082486	3/20/2025	SHERIFF		
3929	SHAW'S FOODS		01120006073	DIETING OF PRISONERS	\$9,253.43
	3/3/2025	3/20/2025	COUNTY JAIL		
Subtotal for Department: 20 :					\$18,635.58
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	22	EMERGENCY SERVICES			
640659	AT&T MOBILITY		01122007055	CELL PHONE	\$144.96
	287314771337X03032025	3/20/2025	EMA		
1464	CARDMEMBER SERVICES		01122007052	MISC MEETING EXPENSE	\$73.23
	KLINEFELTER_MARCH25	3/20/2025	JAMES KLINEFELTER		
Subtotal for Department: 22 :					\$218.19
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	011	GENERAL FUND				
Dept:	24	PUBLIC DEFENDER				
2449	RONALD P. KALLEMEYN			01124007104	DEFENDING ATTORNEY-SALARY	\$825.00
	2023CM68_3.4.25		3/20/2025	ATTY FEES		
2449	RONALD P. KALLEMEYN			01124007104	DEFENDING ATTORNEY-SALARY	\$630.00
	2024CM52_3.3.25		3/20/2025	ATTY FEES		
2449	RONALD P. KALLEMEYN			01124007104	DEFENDING ATTORNEY-SALARY	\$405.00
	2024CM65_3.4.25		3/20/2025	ATTY FEES		
2449	RONALD P. KALLEMEYN			01124007104	DEFENDING ATTORNEY-SALARY	\$435.00
	2024CM5_3.4.25		3/20/2025	ATTY FEES		
4326	THOMSON REUTERS-WEST			01124007116	LEGAL SEARCH SUBSCRIPTION	\$100.00
	851566386		3/20/2025	JUDGE KANE		
Subtotal for Department: 24 :						\$2,395.00
Total for Fund: 011 :						\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt	
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	25	PROBATION			
1464	CARDMEMBER SERVICES		01125005323	PRINTING & SUPPLIES	\$18.99
	ARNO_MAR25	3/20/2025	MARCIE ARNO		
1464	CARDMEMBER SERVICES		01125007072	PERSONAL SAFETY	\$18.00
	ARNO_MAR25	3/20/2025	MARCIE ARNO		
1464	CARDMEMBER SERVICES		01125005323	PRINTING & SUPPLIES	\$64.48
	ARNO_MAR25	3/20/2025	MARCIE ARNO		
640190	GOODIN ASSOCIATES LTD		01125007070	SOFTWARE MAINTENANCE	\$1,386.00
	34927	3/20/2025	PROBATION		
3172	NEIGHBORHOOD OFFICE SOLUTIONS		01125005323	PRINTING & SUPPLIES	\$93.30
	10589	3/20/2025	PROBATION		
Subtotal for Department: 25 :					\$1,580.77
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	26	STATES ATTORNEY			
1464	CARDMEMBER SERVICES		01126005012	TRAVEL	\$86.40
	KANEY_MARCH25	3/20/2025	AARON KANEY		
4326	THOMSON REUTERS-WEST		01126005323	PRINTING & SUPPLIES	\$369.15
	815170334	3/20/2025	STATES ATTY		
				Subtotal for Department: 26 :	\$455.55
				Total for Fund: 011 :	\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund:	011		GENERAL FUND		
Dept:	27		CIRCUIT CLERK		
1464	CARDMEMBER SERVICES HIHER_MARCH25	3/20/2025	01127005327 PATRICIA HIHER	POSTAGE	\$33.08
1464	CARDMEMBER SERVICES HIHER_MARCH25	3/20/2025	01127005323 PATRICIA HIHER	PRINTING & SUPPLIES	\$29.00
1838	GOODIN ASSOCIATES, LTD 34926	3/20/2025	01127005325 CIRCUIT CLERK	COMPUTER EQUIP/SOFTWARE E	\$7,663.50
1838	GOODIN ASSOCIATES, LTD 34974	3/20/2025	01127005325 CIRCUIT CLERK	COMPUTER EQUIP/SOFTWARE E	\$2,336.50
2690	LUTHERAN SOCIAL SERVICES CIRCUITCLERK_2.28.25	3/20/2025	01127005323 CIRCUIT CLERK / ENVELOPES	PRINTING & SUPPLIES	\$950.00
640586	PITNEY BOWES GLOBAL FINANCIAL SERV 3107136093	3/20/2025	01127005327 CIRCUIT CLERK	POSTAGE	\$217.14
3540	QUILL CORPORATION 42957295	3/20/2025	01127005323 CIRCUIT CLERK	PRINTING & SUPPLIES	\$150.95
3540	QUILL CORPORATION 42947024	3/20/2025	01127005323 CIRCUIT CLERK	PRINTING & SUPPLIES	\$6.78
3540	QUILL CORPORATION 42966253	3/20/2025	01127005325 CIRCUIT CLERK	COMPUTER EQUIP/SOFTWARE E	\$14.18
				Subtotal for Department: 27 :	\$11,401.13
				Total for Fund: 011 :	\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	28	COURT EXPENSES - JUDGES			
2529	LANGUAGE LINE		01128005341	OTHER EXPENDITURES	\$24.99
	11541667	3/20/2025	JUDGE		
4326	THOMSON REUTERS-WEST		01128005323	PRINTING & SUPPLIES-BOOKS/P	\$310.09
	851566386	3/20/2025	JUDGE KANE		
Subtotal for Department: 28 :					\$335.08
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt	
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	29	REGIONAL OFFICE OF EDUCATION			
690	REGIONAL OFFICE OF EDUCATION		01129007102	SHARED COSTS - JO DAVIES & S	\$1,386.87
	GEN FUND_FEB25	3/20/2025	FEBRUARY 2025 GENERAL FUND		
691	REGIONAL OFFICE OF EDUCATION # 8		01129007103	SHARED RENT - JO DAVIES & ST	\$235.08
	OFFICE RENT FEB25	3/20/2025	OFFICE RENT FEBRUARY 2025		
Subtotal for Department: 29 :					\$1,621.95
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	011	GENERAL FUND		
Dept:	30	COUNTY ADMINISTRATOR		
1464	CARDMEMBER SERVICES	01130005323	PRINTING, SUPPLIES & POSTAG	\$333.85
	JACHNICKI_MARCH25	3/20/2025	ROBERT JACHNICKI	
1091	COMPUTER DYNAMICS	01130005253	IT MANAGE SERVICES	\$3,640.00
	395531	3/20/2025	REMOTE MANAGED SERVICES - MARCH	
1091	COMPUTER DYNAMICS	01130005253	IT MANAGE SERVICES	\$3,640.00
	395475	3/20/2025	REMOTE MANAGED SERVICES	
Subtotal for Department: 30 :				\$7,613.85
Total for Fund: 011 :				\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	011	GENERAL FUND		
Dept:	31	FINANCIAL SOFTWARE		
1091	COMPUTER DYNAMICS	01131005525	BACKUP SUPPORT	\$459.00
	395518	3/20/2025	TREASURER	
1091	COMPUTER DYNAMICS	01131005431	FINANCIAL SOFTWARE SUPPOR	\$55.00
	395518	3/20/2025	TREASURER	
1091	COMPUTER DYNAMICS	01131005431	FINANCIAL SOFTWARE SUPPOR	\$55.00
	395460	3/20/2025	TREASURER	
1091	COMPUTER DYNAMICS	01131005525	BACKUP SUPPORT	\$459.00
	395460	3/20/2025	TREASURER	
Subtotal for Department: 31 :				\$1,028.00
Total for Fund: 011 :				\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	35	HIGHWAY OFFICE UPKEEP			
640884	JCE CO-OP		01135005004	UTILITIES--ELECTRICITYWATER	\$187.35
	10002002_DUE3.21.25	3/20/2025	HWY DEPT OFFICE		
Subtotal for Department: 35 :					\$187.35
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	011	GENERAL FUND			
Dept:	39	HLTH INS ADMIN & SELF INS COST			
3276	PACT ADMINISTRATIVE SERVICES CORP		01139006025	HEALTH INS ADMINISTRATIVE FE	\$216.00
	MARCH 2025	3/20/2025	ADMIN FEE		
Subtotal for Department: 39 :					\$216.00
Total for Fund: 011 :					\$89,003.53

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor	Invoice	Inv Date	Account	Account Description	Invoice Amt
			Invoice Description		
Fund:	014		COUNTY HIGHWAY FUND		
Dept:	00		NonDepartmental		
620	BUSHMAN'S SERVICE		01400005103	HIGHWAY EQUIPMENT MAINTEN	\$375.00
	CLAIM 4412-C	3/20/2025	HWY DEPT / TIRES		
1464	CARDMEMBER SERVICES		01400005109	ADMINISTRATIVE	\$124.50
	RENKES_MAR25	3/20/2025	SARA RENKES		
740	CARROLL SERVICE COMPANY		01400005112	REIMBURSEMENTS	\$3,417.71
	CLAIM 4412-C	3/20/2025	ACO & SHERIFF FUEL		
740	CARROLL SERVICE COMPANY		01400005104	MATERIALS, STORES & SUPPLIE	\$4,725.42
	CLAIM 4412-C	3/20/2025	HWY DEPT / FUEL		
900	CITY OF MT. CARROLL		01400005105	GARAGE OPERATION & MAINTEN	\$134.50
	CLAIM 4412-C	3/20/2025	HWY GARAGE / WATER		
1070	COMPASS MINERALS AMERICA		01400005101	MAINTENANCE OF COUNTY HIG	\$10,718.45
	CLAIM 4412-C	3/20/2025	HWY DEPT / HWY SALT		
1387	DUBUQUE FIRE EQUIPMENT, INC		01400005104	MATERIALS, STORES & SUPPLIE	\$430.00
	CLAIM 4412-C	3/20/2025	HWY DEPT / FIRE EXTINGUISHER CHECK		
1403	EASTLAND FABRICATION,LLC		01400005103	HIGHWAY EQUIPMENT MAINTEN	\$165.60
	CLAIM 4412-C	3/20/2025	HWY DEPT / PARTS		
640145	HELM MATERIALS		01400005101	MAINTENANCE OF COUNTY HIG	\$683.33
	CLAIM 4412-C	3/20/2025	HWY DEPT / CAA-10 FOR GEORGETOWN RD		
2402	J&R SUPPLY		01400005104	MATERIALS, STORES & SUPPLIE	\$43.00
	CLAIM 4412-C	3/20/2025	HWY DEPT / WORK SHIRTS		
640884	JCE CO-OP		01400005105	GARAGE OPERATION & MAINTEN	\$305.55
	CLAIM 4412-C	3/20/2025	HWY GARAGE		
2459	KIMBALL MIDWEST		01400005104	MATERIALS, STORES & SUPPLIE	\$118.83
	CLAIM 4412-C	3/20/2025	HWY DEPT / SHOP SUPPLIES		

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
640625	MOTO MARK'S REPAIR & SALES, LLC CLAIM 4412-C	3/20/2025	01400005104 HWY DEPT / SHOP SUPPLIES	MATERIALS, STORES & SUPPLIE	\$140.91
640625	MOTO MARK'S REPAIR & SALES, LLC CLAIM 4412-C	3/20/2025	01400005103 HWY DEPT / PARTS	HIGHWAY EQUIPMENT MAINTEN	\$162.97
640907	NEBRASKA-IOWA INDUSTRIAL FASTENERS CORP CLAIM 4412-C	3/20/2025	01400005104 HWY DEPT / SHOP SUPPLIES	MATERIALS, STORES & SUPPLIE	\$80.76
3172	NEIGHBORHOOD OFFICE SOLUTIONS CLAIM 4412-C	3/20/2025	01400005109 HWY DEPT / COPIER	ADMINISTRATIVE	\$58.00
1800	NICOR GAS CLAIM 4412-C	3/20/2025	01400005105 GARAGE	GARAGE OPERATION & MAINTEN	\$1,364.73
3276	PACT ADMINISTRATIVE SERVICES CORP MARCH 2025	3/20/2025	01400006025 ADMIN FEE	HEALTH INS ADMINISTRATIVE FE	\$40.00
640874	R.P. LUMBER CLAIM 4412-C	3/20/2025	01400005112 HWY DEPT / FOR ANIMAL CONTROL SUPPLIES	REIMBURSEMENTS	\$71.97
4896	RANDY WILKINSON CLAIM 4412-C	3/20/2025	01400005104 HWY DEPT / SAFETY GLASSES	MATERIALS, STORES & SUPPLIE	\$317.00
640606	SIRENA BRINKMEIER CLAIM 4412-C	3/20/2025	01400005104 HWY DEPT / SAFETY GLASSES	MATERIALS, STORES & SUPPLIE	\$216.20
4016	SLOAN IMPLEMENT CLAIM 4412-C	3/20/2025	01400005103 HWY DEPT / PARTS	HIGHWAY EQUIPMENT MAINTEN	\$699.91
4577	U.S. CELLULAR CLAIM 4412-C	3/20/2025	01400005109 CO ENG CELLPHONE	ADMINISTRATIVE	\$92.24
4577	U.S. CELLULAR CLAIM 4412-C	3/20/2025	01400005112 ACO CELLPHONE	REIMBURSEMENTS	\$80.59
640851	VESTIS CLAIM 4412-C	3/20/2025	01400005104 HWY DEPT / UNIFORM RENTAL	MATERIALS, STORES & SUPPLIE	\$307.05

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
				Subtotal for Department: 00 :	\$24,874.22
				Total for Fund: 014 :	\$24,874.22

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	015	TOWNSHIP MOTOR FUEL TAX			
Dept:	00	NonDepartmental			
2040	CARROLL COUNTY HIGHWAY DEPT.		01500005120	MAINT/CONSTRUCTION - ROADS	\$1,304.97
	7931-MT	3/20/2025	HWY SALT / FAIRHAVEN		
				Subtotal for Department: 00 :	\$1,304.97
				Total for Fund: 015 :	\$1,304.97

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	018	COUNTY MATCHING FUND			
Dept:	00	NonDepartmental			
2960	MIRROR DEMOCRAT		01800005118	PROJECTS TO BE IDENTIFIED	\$400.00
	MAT 536	3/20/2025	HWY DEPT		
Subtotal for Department: 00 :					\$400.00
Total for Fund: 018 :					\$400.00

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	019	FICA OR SOCIAL SECURIT				
		Y FUND				
Dept:	00	NonDepartmental				
690	REGIONAL OFFICE OF EDUCATION			01900005131	SUPERINTENDENT SHARE TRUS	\$92.25
	SSLEVY FEB25		3/20/2025	SOCIAL SECURITY LEVY FEB25		
					Subtotal for Department: 00 :	\$92.25
					Total for Fund: 019 :	\$92.25

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	020	IMRF FUND			
Dept:	00	NonDepartmental			
690	REGIONAL OFFICE OF EDUCATION		02000005129	SUPERINTENDENT SHARE TRUS	\$112.06
	IMRF FEB2025		3/20/2025	IMRF LEVY FEBRUARY 2025	
Subtotal for Department: 00 :					\$112.06
Total for Fund: 020 :					\$112.06

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Invoice	Inv Date	Account	Account Description	Invoice Amt
				Invoice Description		
Fund:	023	COUNTY RECORDER FEES				
Dept:	00	NonDepartmental				
1660	FIDLAR TECHNOLOGIES			02300006031	RECORDERS--TRANSACTION FE	\$741.00
	0709746-IN		3/20/2025	AVID&APEX FEB 2025		
					Subtotal for Department: 00 :	\$741.00
					Total for Fund: 023 :	\$741.00

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	029	VITAL RESOLUTION			
Dept:	00	NonDepartmental			
1464	CARDMEMBER SERVICES		02900005045	EQUIPMENT	\$581.00
	BUSS_MARCH25	3/20/2025	AMY BUSS		
1464	CARDMEMBER SERVICES		02900005323	PRINTING, SUPPLIES & POSTAG	\$232.00
	BUSS_MARCH25	3/20/2025	AMY BUSS		
Subtotal for Department: 00 :					\$813.00
Total for Fund: 029 :					\$813.00

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	032	PROBATION SERVICE FEE			
Dept:	00	NonDepartmental			
1464	CARDMEMBER SERVICES		03200005206	FUTURE EXPENDITURES	\$37.50
	ARNO_MAR25	3/20/2025	MARCIE ARNO		
640966	INDEED		03200005206	FUTURE EXPENDITURES	\$283.68
	USI25-01080842	3/20/2025	PROBATION		
Subtotal for Department: 00 :					\$321.18
Total for Fund: 032 :					\$321.18

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt	
Invoice		Inv Date	Invoice Description		
Fund:	041	COUNTY 911 ETSB FUND			
Dept:	00	NonDepartmental			
640659	AT&T MOBILITY		04100005373	NETWORKING &TELEPHONE	\$522.44
	287318886106X03032025	3/20/2025	911		
1464	CARDMEMBER SERVICES		04100005192	EQUIPMENT & REPAIRS	\$584.70
	MAGILL_MAR25	3/20/2025	MATTHEW MAGILL		
1464	CARDMEMBER SERVICES		04100005323	PRINTING, SUPPLIES & POSTAG	\$119.99
	MAGILL_MAR25	3/20/2025	MATTHEW MAGILL		
41029	LECTRONICS, INC		04100005191	CONTRACTUAL SERVICES	\$1,625.00
	86858	3/20/2025	ETSB		
640472	NG-911/SOLACOM		04100005373	NETWORKING &TELEPHONE	\$1,392.00
	13239	3/20/2025	911		
640117	TORI SCHOENHAAR		04100005197	TRAINING	\$243.60
	FEB 2025 MILEAGE	3/20/2025	911 / TRAINING		
Subtotal for Department: 00 :				\$4,487.73	
Total for Fund: 041 :				\$4,487.73	

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	047	DOCUMENT STORAGE FEE			
Dept:	00	NonDepartmental			
1838	GOODIN ASSOCIATES, LTD		04700005334	SOFTWARE	\$3,395.37
	34974	3/20/2025	CIRCUIT CLERK		
Subtotal for Department: 00 :					\$3,395.37
Total for Fund: 047 :					\$3,395.37

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
Fund:	054		COUNTY HEALTH FUND		
Dept:	00		NonDepartmental		
1464	CARDMEMBER SERVICES HOLLAND_MARCH25	3/20/2025	05400006258 DAWN HOLLAND	SIPA VISION	\$68.10
1464	CARDMEMBER SERVICES LIEB_MARCH25	3/20/2025	05400005323 DOUGLAS LIEB	PRINTING, SUPPLIES & POSTAG	\$121.79
1464	CARDMEMBER SERVICES LIEB_MARCH25	3/20/2025	05400005012 DOUGLAS LIEB	TRAVEL	\$55.25
1464	CARDMEMBER SERVICES HOLLAND_MARCH25	3/20/2025	05400005085 DAWN HOLLAND	TELEPHONE	\$13.86
1464	CARDMEMBER SERVICES HOLLAND_MARCH25	3/20/2025	05400005323 DAWN HOLLAND	PRINTING, SUPPLIES & POSTAG	\$56.44
1464	CARDMEMBER SERVICES LIEB_MARCH25	3/20/2025	05400006258 DOUGLAS LIEB	SIPA VISION	\$22.70
54144	CITY OF MT.CARROLL 1.1.25-2.1.25	3/20/2025	05400005004 10436001 / HEALTH DEPT	UTILITIES--ELECTRICITY & WATE	\$86.50
54143	COMPUTER DYNAMICS OF N.W. IL. 395457	3/20/2025	05400005344 HEALTH DEPT	CONTRACTUAL	\$11.00
54000	DAWN HOLLAND 3.5.25 MILEAGE	3/20/2025	05400005012 HEALTH DEPT / HOME VISIT	TRAVEL	\$11.62
640422	KAUS SEED INC 4429	3/20/2025	05400005003 HEALTH DEPT	REPAIRS & MAINTENANCE	\$960.00
640148	MITCHELL & MCCORMICK INC UPPCT0000004521	3/20/2025	05400005344 HEALTH DEPT	CONTRACTUAL	\$360.00
54118	NICOR 17264199393_DUE4.15.25	3/20/2025	05400005004 HEALTH DEPT	UTILITIES--ELECTRICITY & WATE	\$180.76

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor	Invoice	Inv Date	Account Invoice Description	Account Description	Invoice Amt
640633	PACE ANALYTICAL SERVICES		05400005344	CONTRACTUAL	\$179.50
	257205020	3/20/2025	HEALTH DEPT		
3276	PACT ADMINISTRATIVE SERVICES CORP		05400006025	HEALTH INS ADMINISTRATIVE FE	\$32.00
	MARCH 2025	3/20/2025	ADMIN FEE		
54134	QUEST DIAGNOSTICS		05400005344	CONTRACTUAL	\$389.98
	9214110232	3/20/2025	HEALTH DEPT		
54008	Stericycle		05400005344	CONTRACTUAL	\$90.88
	809878606	3/20/2025	HEALTH DEPT		
54005	US CELLULAR		05400005085	TELEPHONE	\$0.36
	0711559879	3/20/2025	HEALTH DEPT		
Subtotal for Department: 00 :					\$2,640.74
Total for Fund: 054 :					\$2,640.74

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	056	PET POPULATION CONTR		
Dept:	00	NonDepartmental		
4680	MT. CARROLL VETERINARY CLINIC	05600005503	SPAY & NEUTERING	\$238.96
	3.20.25	3/20/2025	ANIMAL CONTROL	
2951	NORTHERN ILLINOIS VET SERVICES	05600005503	SPAY & NEUTERING	\$709.62
	3.20.25	3/20/2025	ANIMAL CONTROL	
Subtotal for Department: 00 :				\$948.58
Total for Fund: 056 :				\$948.58

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	074	TRANSPORTATION GRANT		
Dept:	00	NonDepartmental		
1464	CARDMEMBER SERVICES	07400005323	PRINTING, SUPPLIES & POSTAG	\$65.23
	MASZK_MARCH25	3/20/2025	MARY MASZK	
30001	CARROLL COUNTY SENIOR SERVICES ORG	07400005510	DISBURSEMENTS	\$20,312.68
	CCT#13	3/20/2025	BI-WEEKLY REIMBURSEMENT 9.30.24-10.14.24	
30001	CARROLL COUNTY SENIOR SERVICES ORG	07400005510	DISBURSEMENTS	\$18,283.75
	CCT#023	3/20/2025	BI-WEEKLY REIMBURSEMENT 2.17.25-3.3.25	
640250	CARROLL COUNTY TRANSIT	07400005012	TRAVEL	\$362.18
	3.20.25	3/20/2025	RENTAL CAR	
2960	MIRROR DEMOCRAT	07400005323	PRINTING, SUPPLIES & POSTAG	\$415.00
	PCOM_2.28.25	3/20/2025	PCOM	
Subtotal for Department: 00 :				\$39,438.84
Total for Fund: 074 :				\$39,438.84

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	082	LAW ENFORCEMENT OPERATIONAL EXP		
Dept:	00	NonDepartmental		
1464	CARDMEMBER SERVICES	08200005522	SHERIFF LAW ENFORCE OP EXP	\$1,761.00
	KLOEPPING_MAR25	3/20/2025	RYAN KLOEPPING	
Subtotal for Department: 00 :				\$1,761.00
Total for Fund: 082 :				\$1,761.00

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account	Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description	
Fund:	084	CORONA VIRUS RELIEF FU		
Dept:	00	NonDepartmental		
640800	WOLD ARCHITECTS AND ENGINEERS		08400005563	JAIL IMPROVEMENTS
	97574	3/20/2025	INMATE HOUSING NEEDS / REIMBURSABLES	
Subtotal for Department: 00 :				\$746.36
Total for Fund: 084 :				\$746.36

Open Invoices by Fund/Department (APLT22)

Carroll County

Vendor		Account		Account Description	Invoice Amt
Invoice		Inv Date	Invoice Description		
Fund:	087	PUBLIC DEFENDER SAFETY			
Dept:	00	NonDepartmental			
3540	QUILL CORPORATION		08700005510	DISBURSEMENTS	\$252.54
	43074851	3/20/2025	JUDGE		
Subtotal for Department: 00 :					\$252.54
Total for Fund: 087 :					\$252.54

Vendor	Account	Account Description	Invoice Amt
Invoice	Inv Date	Invoice Description	

Fund Totals		
Fund	Fund Name	Fund Total
011	GENERAL FUND	\$89,003.53
014	COUNTY HIGHWAY FUND	\$24,874.22
015	TOWNSHIP MOTOR FUEL	\$1,304.97
018	COUNTY MATCHING FUN	\$400.00
019	FICA OR SOCIAL SECURIT	\$92.25
020	IMRF FUND	\$112.06
023	COUNTY RECORDER FEES	\$741.00
029	VITAL RESOLUSION	\$813.00
032	PROBATION SERVICE FEE	\$321.18
041	COUNTY 911 ETSB FUND	\$4,487.73
047	DOCUMENT STORAGE FE	\$3,395.37
054	COUNTY HEALTH FUND	\$2,640.74
056	PET POPULATION CONTR	\$948.58
074	TRANSPORTATION GRAN	\$39,438.84
082	LAW ENFORCEMENT OPE	\$1,761.00
084	CORONA VIRUS RELIEF F	\$746.36
087	PUBLIC DEFENDER SAFET	\$252.54
Total:		\$171,333.37

BOARD MEMBER SERVICES

December 2024 – February 2025
(unless otherwise noted)

Julie Bickelhaupt

- 6 County Board (Dec 24 – Feb 25)
 - 1 Inmate Housing Committee (Jan 25)
 - 1 UIMRIPD (Jan 25)
 - 1 BHRC (Jan 25)
 - 1 Army Depot Informational Meeting (Jan 25)
 - 1 Transit Meeting (Jan 25)
 - 1 Senior Center Contract Meeting (Feb 25)
 - 1 NWILED (Feb 25)
 - 1 Strategic Planning (Feb 25)
 - 1 UCCI Meeting/Training (Jan 25) – 366 miles (Springfield)
-

15 Meetings Paid x \$65/meeting = \$975.00
366 miles x \$0.70/mile = \$256.20
Chair Stipend = \$1,500.00
Sub Total: \$2,731.20
Mileage Deducted (check mailed): \$256.20
Total Direct Deposit: \$2,475.00

Chris Flikkema

- 6 County Board (Dec 24 – Feb 25)
 - 1 Transit Garage (Dec 24)
 - 1 Inmate Housing Committee (Jan 25)
 - 2 BEST Board (Dec 24 – Feb 25)
-

10 Meetings Paid x \$65/meeting = \$650.00
Total Direct Deposit: \$650.00

William Iske

6 County Board (Dec 24 – Feb 25)

3 Inmate Housing (Dec 24 – Feb 25)

1 Health Board (Feb 25)

1 Strategic Planning (Feb 25)

11 Meetings Paid x \$60/meeting = \$660.00
Total Direct Deposit: \$660.00

Susan Jacobs

6 County Board (Dec 24 – Feb 25)

3 Hotel-Motel (Dec 24 – Feb 25)

1 Veterans Board (Dec 24)

1 LRA Board (Jan 25)

1 Transit (Jan 25)

1 NWILED (Dec 24) – 38 Miles (Hanover)

1 NWILED Annual Meeting (Feb 25) + \$75 meal (no mileage/rode with Bob)

14 Meetings Paid x \$60/meeting = \$840.00
38 miles x \$0.70/mile = \$26.60
NWILED Meal: \$75.00
Sub Total: \$941.60
Deduct Mileage (check mailed): \$26.60
Total Direct Deposit: \$915.00

Ronald Preston

6 County Board (Dec 24 – Feb 25)

6 Meetings Paid x \$60/meeting = \$360.00
Total Direct Deposit = \$360.00

Melinda Appel

5 County Board (Dec 24 – Nov 25)

1 UCCI Meeting (Jan 25) – 370 miles (Springfield)

6 Meetings Paid x \$65/meeting = \$390.00
370 miles x \$0.70/mile = \$259.00
Hotel Room: \$75.00
Sub Total: \$724.00
Deduct Mileage (check mailed): \$259.00
Total Direct Deposit: \$465.00

David Soldat

6 County Board (Dec 24 – Feb 25)

3 Senior Services (Dec 24 – Feb 25)

1 911 Board (Jan 25)

1 Meeting with Sheriff Kloepping (Jan 25)

1 Army Depot – Savanna (Jan 25)

1 Farm Bureau Luncheon (Feb 25)

13 Meetings Paid x \$65/meeting = \$845.00 Total Direct Deposit: \$845.00

Kevin Barnes

3 County Board (Dec 24 – Feb 25)

3 Meeting Paid x \$65/meeting = \$195.00 Total Direct Deposit: \$195.00

Carroll County Transportation

Monthly Numbers

Month/Year	Drive Hours (with clients)	Dead head hours (no clients)	Total hours	Miles (with clients)	Miles (no clients)	Total Miles	Vehicles used in maximum service
7/31/24	1,268	271	1,339	31,832	10,868	42,700	9
8/31/24	1,352	300	1,653	34,378	29,077	63,455	10
9/30/24	1,588	361	1,949	38,701	7,423	46,124	10
10/31/24	1,588	362	1,949	38,701	7,425	46,126	11
11/30/24	1,272	270	1,543	29,861	7,050	36,911	11
12/31/24	1,273	257	1,530	30,777	6,477	37,254	10
1/31/25	1,457	309	1,766	36,387	5,825	42,212	10
2/28/25	1,282	306	1,588	31,898	5,076	36,974	11
3/31/25							
4/30/25							
5/31/25							
6/30/25							
Totals	11,080	2,436	13,317	272,535	79,221	351,756	

Ride Numbers											
	General Public				Medicaid			Other			
	Under 65 No Disabilities	Under 65 Disabled	Over 65 no disabilities	Over 65 disabled	ModivCare	MTM	General Medicaid	Students	Totals		
7/31/24	105	75	215	3	42	147	51	16	654		
8/31/24	136	108	222	1	51	155	59	13	745		
9/30/24	137	101	159	0	56	158	78	7	696		
10/31/24	123	102	220	2	38	146	89	14	734		
11/30/24	98	75	158	2	43	115	81	18	590		
12/31/24	121	74	127	0	44	132	82	16	596		
1/31/25	135	116	147	2	73	166	111	33	783		
2/28/25	138	85	171	0	38	100	124	38	694		
3/31/25									0		
4/30/25									0		
5/31/25									0		
6/30/25									0		
Totals	993	736	1,419	10	385	1,119	675	155	5,492		
Contracts											
	RHPC	Riverview	Sinnissippi	Veterans	CGH	FHN	NIAAA	Eastland School	CC Housing	Lutheran Soc Serv	Totals
7/31/24	663	2	1	59	2	0	0	0	0	0	727
8/31/24	739	0	0	47	0	0	0	0	0	0	786
9/30/24	731	0	0	44	0	0	0	1	0	0	776
10/31/24	761	0	4	82	0	0	2	0	0	0	849
11/30/24	605	0	0	77	0	0	11	1	0	0	694
12/31/24	619	0	3	74	0	0	0	0	32	0	728
1/31/25	536	0	2	80	0	0	2	0	0	1	621
2/28/25	538	0	0	55	0	0	7	0	0	7	607
3/31/25											0
4/30/25											0
5/31/25											0
6/30/25											0
Totals	5,192	2	10	518	2	0	22	2	32	8	5,788

	Punch Cards								
	Students (School age)	Under 65 No Disabilities	Under 65 Disabled	Over 65 No Disabilities	Over 65 Disabled	CC Probation	HCC Workforce		Total Punch Cards
7/31/24	142	317	70	134	0	6	6		675
8/31/24	160	342	61	164	0	3	2		732
9/30/24	263	375	92	172	0	3	0		905
10/31/24	416	500	155	184	0	2	2		1,259
11/30/24	361	355	101	166	0	2	0		985
12/31/24	363	352	96	180	0	1	0		992
1/31/25	363	395	177	189	0	2	0		1,126
2/28/25	409	331	169	153	0	1	3		1,066
3/31/25									0
4/30/25									0
5/31/25									0
6/30/25									0
Totals	2,477	2,967	921	1,342	0	20	13	0	7,740
Total Rides	FY25	FY24	FY23	FY22					
7/31/24	2,056	1,929	2,225	1,599					
8/31/24	2,263	2,464	2,618	1,855					
9/30/24	2,377	2,395	2,231	2,055					
10/31/24	2,842	2,548	2,212	2,427					
11/30/24	2,269	2,278	2,077	2,149					
12/31/24	2,316	2,011	1,848	2,091					
1/31/25	2,530	1,805	2,123	2,111					
2/28/25	2,367	2,425	1,760	2,085					
3/31/25	2,367	2,228	2,507	2,721					
4/30/25	0	2,442	1,995	2,292					
5/31/25	0	2,543	2,482	2,525					
6/30/25	0	2,118	2,444	2,537					
Total Rides	21,387	27,186	26,522	26,447					

To: Carroll County Board

From: Carroll County Treasurer, Lydia M. Hutchcraft

Informing Board of plans to open a checking account for Health Department.

I would like to inform the County Board of our plan to open a separate checking account for the County Health Department. The Health Department Fund 054 is part of the comingled funds, and we believe a separate account needs to be established for balancing and payroll-related transactions.

During most of last year, the Health Department and I had difficulties tying out monthly balances and it was mostly due to Payroll liabilities with IMRF, and Aflac Dental. The revenue and expenses of the Health Department are correct and were not part of the balancing differences. As of December 1st, the Health Department is now balanced with the County balance sheet. We believe that a separate account would benefit them in the long run. Especially with their Strengthening Illinois Public Health Administration (SIPA) grant needing specific interest amounts that need to be paid back to the state yearly after reporting.

I have been in communication with the Auditors, and they agree that separating the Health Department into their own account would simplify their balancing. Their fund is funded mostly by grants and their balances need to be exact for reporting purposes. Payroll is currently pulled from their fund, and liabilities are set in for paying out to the bills for their benefits. The liabilities affect the cash line, and these figures carry outstanding balances until they are paid out.

One of the differences in the balances is due to Aflac Dental not having accurate invoices for payment. Most recently, we have had Aflac's Regional Manager assist us by making sure the billing is accurate and paid correctly.

Additionally, IMRF, in changing their website, also caused differences in payments being made. Their website was not user friendly and with glitches in their system, reports were not timely completed on their end, and this delayed the bill paying process.

While these differences are identified and have been corrected, my office wants to be diligent on ensuring accuracy and troubleshooting to avoid balancing delays.

What would having their own account do to help this further? Their balances would be based strictly on revenue and expenses. The amount of gross pay would be pulled as a payroll expense and their liabilities for benefit bills would be paid out through the General Fund and would not leave a liability balance to be paid out affecting their cash balance. We currently have the 911 fund (041) and the Transportation Grant fund (074) that operate in this manner, and it works better for their cash balances being in separate checking accounts. These funds are not part of the comingled funds, and the Health Department would operate the same way. Therefore, Fund 054 would be its own fund.

As of March 10, the balance in the Health Department's fund is \$845,694. This balance includes their SIPA grant money as well as other grant and tax revenues that they receive. Currently, Dawn and I are working together to make sure we still balance monthly, and I would like to open a new account for the department as soon as possible. If there are any further questions on this, please let me know and I will answer them to the best of my ability.

Thank you.

Carroll County Zoning Department

Mailing Address: P.O. Box 227 Mt. Carroll, IL 61053

Phone: (815) 244-0284

Email: zoning@carrollcountyil.gov

02/25/2025

Boyd Jones Construction Job #19-036

C/O ACM Solar LLC (Bluestem Energy Solutions, LLC)

9505 10th St Ste 001

Omaha, NE

RE: Notice of Zoning Violation/Noncompliance (Special Use Permit Noncompliance).

To whom it may concern,

This letter is to serve as notice of an ordinance violation/noncompliance of Special Use Permit being assessed against the property addressed 13965 Meyers Rd (PIN 04-04-30-200-004). The violation is for the failure to comply with terms included in the issuance of Special Usage Permit for a Commercial Solar Farm. Key violation being the failure to put up vegetative screening for the property.

Currently there is no vegetative screening in place on the subject property which was agreed upon in the initial discussions of the project with the Zoning Board of Appeals. The ZBA ruled to recommend the project to the County Board with the additive that vegetative screening/planting of trees to occlude the view of the solar field from neighboring properties. The Carroll County Board approved the special usage permit as presented by the ZBA which included the notion to add in vegetative screening. **The deadline to implement proper vegetative screening on the subject property will be Friday March 28th 2025.** If after the deadline the property has not complied you will be subject to the revocation of the Special Usage Permit and a violation suit with Carroll County and the possibility of a \$500 fine each week thereafter of non-compliance.

This notice has been sent to all parties associated with this property/special use permit (Ronald Meyers and Bluestem Energy Solutions LLC/ACM Solar LLC). If additional parties are identified they too will be receiving notices of the noncompliance.

I am available and willing to answer any questions or help with any information that I can. Please call me or stop by the office, there may be information I can provide that may helpful in your efforts to correct the zoning violation. Your prompt compliance and cooperation would be greatly appreciated.

Koltin Dimmick

Interim Zoning Director

Carroll County Zoning & Building Department



Proposed Added Vegetative Screening

- Planting 4.5 ft – 5ft tall Blue Spruce Trees
- Landscaper to maintain trees

Request for deadline extension to April 30th, 2025 to allow landscaper to get trees and ensure that they can get put in.

Current Deadline: March 28th, 2025

Spoke with: Mitch Hyde, Director of Operations at Blue Stem Energy Solutions (March 5th, 2025)



MEMORANDUM

TO: CARROLL COUNTY BOARD MEMEBERS
FROM: KOLTIN DIMMICK, INTERIM ZONING DIRECTOR
RE: ZBA REPORT FROM MARCH 3RD, 2025 MEETING
DATE: 3-13-2025

Carroll County Board Members,

There are four action items, all stemming from one ZBA request, coming from the Zoning Board of Appeals meeting that was held on March 3rd, 2025.

The first action item is a Rezoning Request (2025009A) The petitioner, Nutrien Ag Solutions, Inc is seeking a rezoning from I-1 to I-2. This property was zoned I-1 prior to the creation of I-2 zoning and should have been changed to I-2, upon the initial creation and identification of allowed usages in I-2 zoning. The property in question is located at 25885 IL Route 72 Lanark, IL 61046. The brief legal is Pt SW ¼ Sec 16 Twp 25 Rge 6 Parcel Combined (2004) 01-000-089-00. Parcel ID 01-05-16-300-004.

The ZBA has recommended approval by a vote of 4 to 0 (only 4 ZBA members in attendance at this meeting). Please refer to the unapproved meeting minutes from the March 3rd meeting for more detail.

The second action item is a Rezoning Request (2025009B) The petitioner, Nutrien Ag Solutions, Inc is seeking a rezoning from AG-1 to I-2. This property has been a vacant agriculture lot located just north of the other parcel in this request. Nutrien is seeking a rezoning of this parcel as they are looking to locate some of their proposed new developments on the southern 150 ft of this parcel, which would call for the need of I-2 zoning. Nutrien has also expressed interest in the future to combine the two parcels in one, which would require the same zoning. The property in question is currently unaddressed, nearest road is IL Route 73. The brief legal is Pt SW ¼ Sec 16 Twp 25 Rge 6. Parcel ID 01-05-16-300-006.

The ZBA has recommended approval by a vote of 4 to 0. Please refer to the unapproved meeting minutes from the March 3rd meeting for more detail.

The third action item is a Setback Variance Request (2025009C) The petitioner, Nutrien Ag Solutions, Inc is seeking a variance in the setback from the property lines. I-2 zoning calls for the set back from property lines to be 100 ft, Nutrien is seeking a variance in the eastern setback to allow them to construct a tank dike, inloading pad, bulk tank, and part of their proposed new warehouse. The property in question is located at 25885 IL Route 72 Lanark, IL 61046. The brief legal is Pt SW ¼ Sec 16 Twp 25 Rge 6 Parcel Combined (2004) 01-000-089-00. Parcel ID 01-05-16-300-004.

The ZBA has recommended approval by a vote of 4 to 0. Please see the unapproved meeting minutes from the March 3rd meeting for more detail.

The fourth action item is a Variance Request (2025009D) The petitioner, Nutrien Ag Solutions, Inc is seeking a variance in the setback requirements for I-2 zoned parcels, specifically the requirement that

the parcels boundaries are to be 500 ft from the nearest farm building. The 500 ft setback from ag buildings is the other impasse preventing Nutrien from combining their two parcels. The property in question is currently unaddressed, nearest road is IL Route 73. The brief legal is Pt SW ¼ Sec 16 Twp 25 Rge 6. Parcel ID 01-05-16-300-006.

The ZBA has recommended approval by a vote of 4 to 0. Please refer to the unapproved meeting minutes from the March 3rd meeting for more detail.

If there are any questions or concerns, please feel free to reach out or bring them to the board meeting on March 20th.

Thank you,

Koltin Dimmick
Interim Zoning Director

CARROLL COUNTY ZONING BOARD OF APPEALS

Monday March 3rd, 2025– 6:30 pm.

1st floor conference room. Use 1st floor entrance on opposite side of highway. Carroll County Courthouse. 301 N. Main St. Mt. Carroll, IL

MEETING AGENDA

1.) Call Meeting to Order.

- a. Roll Call
- b. Approval of 08.14.2023 meeting minutes.

2.) Purpose of hearing:

- a. Change of Zoning & Variance 2025-009. The petitioner, Nutrien Ag Solutions Inc, is seeking a rezoning of their property, parcel 01-05-16-300-006, to industrial from agriculture (AG-1 to I-2), a rezoning of their property, parcel 01-05-16-300-004, to I-2 from I-1, and they are seeking a variance in the set back from the eastern property lines of parcels 01-05-16-300-004 & 01-05-16-300-006, main property's address is 25885 IL Route 72 Lanark, IL. The brief legal of parcel 01-05-16-300-004 is S16 T25 R6 PT SW PARCEL COMBINED (2004) 01-000-089-00. The brief legal of parcel 01-05-16-300-006 is PT SW 1/4 SEC 16 TWP 25 RGE 6.

3.) Acknowledgement of publication and notifications.

- a. A notice was placed in the Mirror Democrat the week of Feb. 12th, 2025

4.) Presentation Format:

- a. Map, Mailing & Photo Exhibits.
- b. Statement of petitioner(s).
- c. Statement of objector(s) or others to be heard on the subject.
- d. ZBA Q & A.
- e. Finding of facts and recommendation.

5.) General discussion

- i. ZBA schedule for future meetings & times
- ii. Upcoming ZBA Meetings
- iii. Upcoming Ordinance Reform

Unapproved Minutes of the ZBA Meeting Held on Monday March 3rd, 2025

Meeting was called to order at 6:30 pm (March 3rd, 2025). Roll call was taken showing Zoning Board Members Clark Vanbuskirk, Paul Skoog, John “Beaver” Miller, and Steve Dykstra in attendance. Representing the county was Koltin Dimmick the Interim Zoning Director, Elizabeth Conroy the Assistant States Attorney, and Annette Gruhn the Supervisor of Assessments. Also present for the meeting were Carroll County Board Chairperson, Julie Bickelhaupt, and Carroll County Administrator Robert Jachnicki, Chris Johnson (representative from Nutrien), and Brian Koch of Shannon, IL.

Notice for this public hearing was posted in the Mirror Democrat the week of Feb 12th, 2025. Notifications were sent out by regular mail to all neighboring properties within 250 feet of the subject properties.

The Zoning Board of Appeals met to discuss the Rezoning and Variance request of two properties owned by Nutrien Ag Solutions, Inc (#2025009). The subject properties are located North of Lanark and East of Shannon at the intersection of IL Route 72 and IL Route 73, address of 25885 IL Route 72, Lanark, IL 61046. The subject properties currently have two different zoning types. The first parcel, 01-05-16-300-004, is zoned as I-1, and is the site of the current facility Nutrien has in place. The brief legal description is: SEC 16 TWP 25 RGE 6 PT SW PARCEL COMBINED (2004) 01-000-089-00. The second parcel, 01-05-16-300-006, is currently zoned Ag-1, and currently is just vacant ground located directly north of the first parcel. The brief legal description of the second parcel is: PT SW 1/4 SEC 16 TWP 25 RGE 6.

Nutrien is seeking the Rezoning and Variance request as they are interested in expanding their operations and constructing a new warehouse for liquid fertilizer products as well as relocating their anhydrous ammonia (NH₃) operations to the north of the proposed new warehouse. Nutrien has also indicated an interest in combining their two properties into one parcel, which before the combination can be done, the two parcels need to be the same zoning type. The first parcel, 01-05-16-300-004, currently per county records is zoned I-1 and to be compliant with updated county ordinance Chapter 700 would need to be rezoned to I-2 which would allow for liquid fertilizer plants/warehouses. The second parcel, 01-05-16-300-006, currently zoned Ag-1 would require a zoning change to I-2 to allow for the proposed location of the moved anhydrous ammonia tanks from the first parcel, by rezoning from Ag-1 to I-2 it would also allow for the properties to be combined.

Exhibits introduced included a mailing list, notification letter, the public notice circulated by the paper, and aerial maps of the property and nearest agriculture buildings. Nutrien also had submitted a site plan which displayed photo renderings of the proposed expansion to their facilities as well as the setback restrictions and the variance from the property lines they would be seeking, which would push the set back from 100 ft from property lines to 23 ft from property lines (on parcel 01-05-16-300-004). Additional to the site plan also introduced was the initial letter sent to the zoning office from Nutrien which explained their request and desires, and lastly the permit application that was initially submitted.

There was no one present at the meeting to speak in objection of the proposed rezoning and variance, however neighboring property owner Craig Nehr Korn did reach out to the Zoning office with some questions. Nehr Korn's questions were over what Nutrien was planning, the measures they were taking to

ensure public safety, and potential impact the developments could have on potentially establishing a solar farm on Nehrkorn's parcel that neighbors the subject properties to the east. Following the conversation Nehrkorn was provided a copy of all the information compiled for the meeting and was advised that if he had additional concerns that they could be brought to the meeting March 3rd for discussion. Nehrkorn was not in attendance for the March 3rd, 2025 ZBA meeting, but his concerns and questions were discussed at the meeting.

There was discussion by the ZBA on "grandfathering in" the change of zoning from I-1 to I-2 on parcel 01-05-16-300-004 and why the zoning was not changed when I-2 zoning was created in Carroll. There was discussion as to the topography of the site and the impact it bore on the design of the proposed new developments, such as the slope of the land and where runoff would run, which would be towards the vacant lot to the north.

There was discussion on Chapter 700-9.05 "Minimum Set Back Requirements for I-2 Districts" which stipulates that properties with I-2 zoning are to be 500 feet from the property boundaries of the I-2 property to the nearest Agriculture building. It was discussed that the northern property, 01-05-16-300-006, seeking a rezoning from Ag-1 to I-2 is only 44 feet to the nearest Ag building from the properties northern most boundary, it was noted that this building is not affixed to a permanent foundation and is moveable. The next nearest agriculture building after the one that is 44 feet away was identified to be approximately 280 feet away from the property's boundaries. It was discussed that although the nearest ag building is only 44 feet from the property lines of the proposed I-2 property, that the ag building would be over 500 feet from any proposed improvement on the northern parcel (approximately 560 feet away).

Due to the size and complexity of the request by Nutrien for rezoning and for a variance of 2 parcels, four finding of facts were executed by the Zoning Board of Appeals.

The first finding of fact (#2025009A) executed was the rezoning of parcel 01-05-16-300-004 from I-1 to I-2. A motion was made and seconded that the ZBA recommends that the County Board approve the rezoning of the parcel to I-2. The vote passed 4-0.

The second finding of fact (#2025009B) executed was the rezoning of parcel 01-05-16-300-006 from Ag-1 to I-2. A motion was made and seconded that the ZBA recommends that the County Board approve the rezoning of the parcel to I-2. The vote passed 4-0

The third finding of fact (#2025009C) executed was the variance on parcel 01-05-16-300-004 which would alter the setback to the request on Nutrien's proposed site plan, a variance of the 100-foot set back from property lines to 23 feet. A motion was made and seconded that the ZBA recommends that the County Board approve the variance. The vote passed 4-0

The fourth finding of fact (#2025009D) executed was the variance of parcel 01-05-16-300-006 a variance removing/altering the 500-foot setback to the nearest ag building from the property boundaries to allow for the I-2 Zoning. A motion was made and seconded that the ZBA recommends that the County Board approve the variance. The vote passed 4-0

Following the completion of the finding of facts for the rezoning and variance requests for Nutrien Ag Solutions, Inc, it was put out for the ZBA to decide if they wanted to alter the current ZBA schedule of 1st Monday of month at 6:30 pm. All members were in agreement that the schedule has worked for the past few years and decided to keep the same schedule. The ZBA was also provided an update of the possible future ZBA meetings that will occur in 2025. The last topic of discussion before adjournment was a heads up to the ZBA that they should expect Ordinance reform in the near future that will require action and input.

The meeting adjourned at 7:14 pm.

Approved Minutes of the ZBA Meeting Held on Monday August 14, 2023.

Meeting was called to order at 6:30 PM. Roll call was taken showing Zoning Board members Beaver Miller, Paul Skoog, and Kevin Reibel in attendance. Representing the county was Maddi Barry, Annette Gruhn, Koltin Dimmick, and Christopher Pickard.

Notice for this public hearing was published in the Mirror Democrat July 26, 2023. Mailing notifications had been sent to all surrounding property owners of the subject properties within 250 ft.

A motion was made and seconded for approval of minutes from the ZBA meeting on May 1st, 2023.

The applicant, Terry Sweitzer is seeking to rezone his property at 12229 Shannon Rt. From Industrial (I-1) to (B-1) Highway/Tourist Oriented/ Service Business. He would like to create a coffee/local craft shop. A brief legal is NW corner of the NW ¼ Section 7 Township 24 Range 7 East. Terry and Connie Onley were in attendance.

Pictures of the property were circulated showing the setbacks of the current building.

The difference between industrial and agriculture zoning was discussed.

A neighbor was present and had a concern of chemicals and sprays that he uses on his neighboring fields and the impact these would have on the business if the property is to be rezoned. He is not against the rezone but wanted to know if his day-to-day operation would have negative impact and if he would be asked to change anything about his process.

Terry asked about the signs on the property and who he would need to contact. He was directed to contact the state about this.

A motion was made to recommend the change in zoning from I-1 to B-1, all members voted yes. No further discussion was had.

Finding of Facts was completed.

Permit #: 2025009
Permit Date: 02/03/25
Permit Type: ZBA Application
Applicant Name: Nutrien Ag Solutions
Title or Relation: Other
Applicant Address: 25885 IL Route 72
Applicant City, State, ZIP: Lanark, IL 61046
Applicant Phone Number: 4064223591
Applicant Email: dustin.kalanick@nutrien.com
Contractor or Builder Name:
Contractor or Builder Contact:
Project Description: Application for expansion of the Nutrien facility near Lanark, including rezoning of the two lots and a variance to the east setback
Project Cost Estimate: 0
Square Feet (Combined Total): 0
Township Location: 1 - Cherry Grove/Shannon
Status: Under General Review
Assigned To:

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
01-05-16-300-004	25885 IL ROUTE 72 LANARK IL	S16 T25 R6 PT SW PARCEL COMBINED (2004) 01-000-089-00	NUTRIEN AG SOLUTIONS INC		I-1

Fees

Fee	Description	Notes	Amount
ZBA			\$400.00
Total			\$400.00

Attached Letters

Date	Letter	Description
02/10/2025		<u>Invoice</u>
02/03/2025		<u>Web Form - Other Zoning Applications</u>

Payments

Date	Paid By	Description	Payment Type	Accepted By	Amount
02/21/2025	Aaron Peterson	1158732			\$400.00
Outstanding Balance					\$0.00

Notes

Date	Note	Created By:
02/04/2025	Chris Johnson Email: Chris.Johnson@nutrien.com	Koltin Dimmick



February 3, 2025

Nutrien Ag Solutions
3005 Rocky Mountain Avenue
Loveland, CO 80537

TO Jaicee Buckner, Director of Zoning
Carroll County
PO Box 227
Mt. Carroll, IL 61053

RE: Setback Variance For New Nutrien Facility in Carroll County

Dear Ms. Buckner and Whom It May Concern,

Thank you for taking the time to review this information and consider our project. Nutrien Ag Solutions (Nutrien) is planning to expand our existing facility at 25885 IL-72. Per your recommendations, Nutrien respectfully requests to rezone both parcels to Zone I-2 and for a variance allowing limited construction within the East setback.

The current facility has two buildings (an Office/Warehouse, and a Dry Fertilizer Storage). It also has essential ag-retail support features, including a truck scale, exterior tanks, and anhydrous ammonia (NH₃) tanks/risers. The proposed plan adds a new warehouse for liquid fertilizer products, along with relocating NH₃ operations from along IL-72 to the North portion of the site.

Our team of Architects and Engineers has assessed the needs of the facility and worked through dozens of potential site layouts for this project. However, the site topography, safe traffic flows, a potential wetland, and State of Illinois Department of Agriculture regulations greatly limit how this property can be developed. That is, all improvements need to be concentrated in the area immediately North of the existing buildings. Our intent is to comply with all applicable regulations and protect the environment, and the proposed design reflects this. The professional recommendations are to pursue this layout and a setback variance as the path to comply with regulations and make practical use of the site to the greatest extent.

The site slopes steeply to the North. A building oriented North/South would be impractical due to the significant elevation change between ends of the building. The steep slope also pushed the design towards minimizing how far north development goes, as managing earthwork costs helps make this project possible.

Safe traffic flows also informed the building's location and orientation. A North/South orientation was nearly impossible to create adequate space for trucks to enter and exit the building, and created potentially dangerous traffic conditions. In addition, information from local



facility staff indicated that traffic speeds are much higher North/South on IL-73 than they are East/West on IL-72. We conducted traffic studies which supported this as the best layout to facilitate truck traffic accessing the site from IL-72 in order to create the safest possible conditions for our employees, neighbors and drivers, and the environment.

Our due diligence research indicated that a potential wetland exists on the site, a long finger extending into the middle of the site from the North property line. The USFWS map that indicates this does not say that it has been determined a wetland officially. From site observation it appears unlikely that the US Army Corps of Engineers would determine this a wetland. However, it is our standard practice to avoid building in or near to potential wetlands or flood plains in order to protect the environment and to avoid costly, lengthy, determinations and approvals from the Federal Government. All proposed work is well away from the area which would require determinations.

Nutrien facilities must comply with many types of regulations (EPA, IL State Department of Ag, OSHA, and Nutrien standards) along with local building and zoning codes. In terms of this facility, our proposal to move the NH3 operations North greatly improves the safety and compliance of this site. The NH3 system is currently located on the South end of the property along IL-72 and is legal to operate per the IL Dept. of Ag. The proposed location will meet their standards for new construction, as is required. Part of these rules is to provide adequate clearance from neighboring structures based on their use. The office across IL-73 to the West requires a 400' setback, greatly limiting how far North the site can be developed and indicating the proposed layout as the most compliant and safe option available.

The resulting layout proposes the NH3 systems within the setback lines, but 10' of the Warehouse Building, the inload pad, and portions of the bulk tank and exterior dike to encroach into the setback. This appears to be the most responsible, efficient, and safe layout based on analysis, professional recommendations, and compliance.

Our goal is to communicate proactively and transparently, ensure the highest safety standards for our facility, be a good steward to the environment, and maintain our commitment to being a good neighbor. The proposed new building will allow the facility to continue to support local growers by providing essential agricultural products and contributing to the local economy. Thank you for considering a setback variance for this important project.

Sincerely,

Christopher Johnson

Christopher Johnson
Director of Construction
Nutrien AG Solutions, Inc.
chris.johnson@nutrien.com
Office: 970-219-0956

Dustin Kalanick

Dustin Kalanick AIA, NCARB, LEED AP BD+C, MT/CO
Supervising Architect
Nutrien AG Solutions, Inc.
dustin.kalanick@nutrien.com
Office: 970-218-2495

**CARROLL COUNTY ZONING APPLICATION
PUBLIC HEARING**

VARIANCE/REZONE/SPECIAL USE

Carroll County Zoning, PO Box 227, Mt Carroll, IL 61053

Phone: 815-244-0284 Fax: 815-244-1046 email: zoning@carroll-county.net

NAME: Nutrien Ag Solutions (Dustin Kalanick, Supervising Architect)

MAILING ADDRESS: 25885 IL-72
Lanark, IL 61046

PHONE NUMBER: 970-218-2495

SIGNATURE:  DATE: 2/3/25

PROPERTY ADDRESS IF DIFFERENT FROM MAILING ADDRESS:

DOCUMENTATION TO BE FILED WITH APPLICATION

____ WHAT IS BEING REQUESTED : Nutrien respectfully requests to rezone both lots of this
property to Zone I-2. And a setback variance for a small
portion of the Warehouse Building (along with it's support
features)

____ \$400.00 FEE FOR HEARING \$75.00 FEE FOR EXISTING OR 10% SETBACK VARIANCE

OFFICE USE ONLY

COUNTY PIN: _____

PROPERTY DESCRIPTION: _____

DATE FEE PAID: _____

PERMIT NUMBER: _____

DATE ZONING PERMIT: ISSUED _____ DENIED _____



OWNER: NUTRIEN AG SOLUTIONS
Scott Pale, Division Manager
Northern Illinois and Wisconsin Division
scott.pale@nutrien.com
T: (808) 247-0277
1512 W.B. Rowline Rd
Bellevue, WI 53011

OWNER'S REPRESENTATIVE: NUTRIEN
Christopher Johnson, Director of Construction
chris.johnson@nutrien.com
T: (870) 216-0664

CIVIL ENGINEER: W DESIGN ASSOCIATES, INC.
Greg A. Wolford, P.E.
gaw@wdesigna.com
T: (309) 345-2370
P.O. Box 99, 214 E 1st
McCook, NE 68001

ZONING SYNOPSIS

CARROLL COUNTY PLANNING AND ZONING

ADDRESS:
PARCEL 1: IL ROUTE 73 LANARK, IL 61040
PARCEL 2: 25885 IL ROUTE 72 LANARK, IL 61046

PARCEL #:
PARCEL 1: 01-05-16-300-008
PARCEL 2: 01-05-16-300-004

LOT AREA:
PARCEL 1: 7.980acres
PARCEL 2: 8.210acres

ZONING DISTRICT:
PARCEL 1: CURRENT: AGRICULTURAL
PARCEL 2: CURRENT: INDUSTRIAL LIGHT
LOTS TO BE ZONED TO I-2 HEAVY INDUSTRIAL

USE:
RETAIL SALE OF AGRICULTURAL PRODUCTS
DIRECTLY TO THE END AGRICULTURAL USER

MINIMUM LOT REQUIREMENTS:
LOT AREA: 5acres
LOT WIDTH: 150'
LOT DEPTH: 150'
LOT FRONTAGE: 150'

SETBACKS:
FRONT: 100' FROM CENTER OF HWY/ROADWAY
SIDE: 100'
REAR: 100'

FLOOD PLAIN: AREA OF MINIMAL FLOOD HAZARD

PROJECT NARRATIVE

THE CURRENT FACILITY HAS TWO BUILDINGS (AN OFFICE/WAREHOUSE, AND A DRY FERTILIZER STORAGE). IT ALSO HAS ESSENTIAL AG-RETAIL SUPPORT FEATURES, INCLUDING A TRUCK SCALE, EXTERIOR TANKS, AND ANHYDROUS AMMONIA (NH3) TANKS/RISERS.

THE PROPOSED PLAN ADDS A NEW WAREHOUSE FOR LIQUID FERTILIZER PRODUCTS, ALONG WITH NECESSARY SUPPORT FEATURES (INLOAD PAD, CONTAINMENT DIKE, AND FERTILIZER BULK TANK). RELOCATING NH3 OPERATIONS FROM ALONG IL-72 TO THE NORTH PORTION OF THE SITE, AND ALL ASSOCIATED SITE WORK.

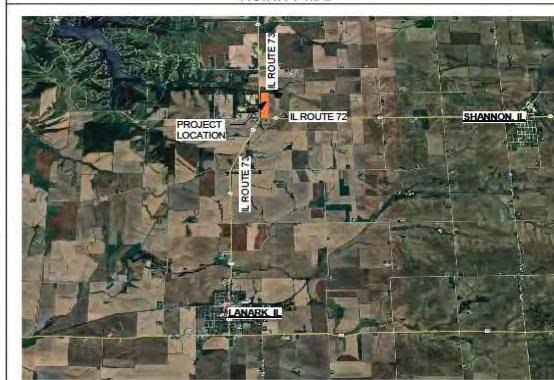
THE NEW WAREHOUSE BUILDING IS AN 18,500SF ONE-STORY PRE-ENGINEERED METAL BUILDING. IT IS LOCATED AT ITS POSITION ON THE SITE AS A RESPONSE TO THE STEEP GRADE OF THE SITE. SAFE TRAFFIC FLOWS WITHIN THE SITE AND ONTO ADJACENT ROADS, COUNTY ORDINANCE, AND OTHER REGULATORY SETBACK REQUIREMENTS. THE SUPPORT FEATURES ARE LOCATED ADJACENT TO THE WAREHOUSE NECESSARILY FOR PROPERLY FUNCTIONING SYSTEMS.

THE BUILDING WILL BE DESIGNED TO MEET THE 2021 INTERNATIONAL BUILDING CODE AND ALL REGULATED PRODUCTS WILL BE HANDLED WITHIN SECONDARY CONTAINMENT. AND PLEASE NOTE THAT FINAL ENGINEERED CIVIL DRAWINGS WILL BE COMPLETED AFTER A VARIANCE FOR THIS PROPOSED DESIGN IS APPROVED.

SITE PLAN GRAPHIC KEY

	NEW BUILDING		NEW CONCRETE		EXISTING STRUCTURE TO BE DEMOLISHED
	NEW AGGREGATE PAVING AREA		EXISTING OPERATION TO BE RELOCATED		

VICINITY MAP



- EXISTING APPROACH FROM EXISTING ROAD TO REMAIN. ENGINEERED PERMIT DRAWINGS TO DETAIL ANY MODIFICATIONS REQUIRED TO MEET IDOT REGULATIONS
- EXISTING APPROACH FROM EXISTING ROAD TO BE WIDENED. ENGINEERED PERMIT DRAWINGS TO DETAIL ANY MODIFICATIONS REQUIRED TO MEET IDOT REGULATIONS
- NEW WELL AND PUMP SHED. FINAL PERMIT DRAWINGS TO BE SUBMITTED TO CARROLL COUNTY HEALTH DEPARTMENT. NH3 TO BE LOCATED 50' AWAY FROM WELL AS REQUIRED BY IL DEPARTMENT OF AG
- NEW INTERIOR 10,000gal TANK CONTAINMENT DIKE, DESIGN AND CONTAINMENT SYSTEM TO MEET IL DEPARTMENT OF AG REGULATIONS. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG
- EXISTING SCALE TO REMAIN
- EXISTING WELL TO REMAIN
- EXISTING NH3 TO BE RELOCATED ON SITE. SYSTEM AND EQUIPMENT TO BE UPGRADED TO CURRENT IL DEPARTMENT OF AG REGULATIONS
- NEW LOCATION OF (3) NH3 RISERS UPDATED TO MEET IL DEPARTMENT OF AG REGULATIONS. ENGINEERED PERMIT DRAWINGS TO BE SUBMITTED TO IL DEPARTMENT OF AG
- NEW LOCATION OF (3) NH3 30K TANKS WITH BOLLARD PROTECTION AROUND NH3 TANKS. TANKS TO BE UPGRADED TO MEET IL DEPARTMENT OF AG REGULATIONS. ENGINEERED PERMIT DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG
- NEW 10'X10'X10' NH3 EQUIPMENT STORAGE SHED
- NH3 400' SETBACK FROM BUSINESS ON ADJACENT LOT PER IL DEPARTMENT OF AG
- EXISTING PROPERTY LINE BETWEEN PARCELS 1 & 2. PARCELS TO BE COMBINED INTO ONE PROPERTY.
- FUTURE WAREHOUSE EXPANSION AREA
- RELOCATED FUEL TANKS WITH BOLLARD PROTECTION. TANKS TO BE UPGRADED TO CURRENT REGULATIONS
- ENGINEERED RETAINING WALL AND GUARDRAIL IF REQUIRED BY SITE GRADING AND CIVIL ENGINEER
- APPROXIMATE AREA IDENTIFIED AS POTENTIAL WETLAND TO BE LEFT UNDISTURBED
- PRIMARY BORROW PIT & STORMWATER DETENTION AREA. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED TO CARROLL COUNTY FOR PERMITTING
- ADDITIONAL BORROW PIT & STORMWATER DETENTION AREA IF REQUIRED. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED TO CARROLL COUNTY FOR PERMITTING
- SET BACK BOUNDARY
- NEW 1,500gal REINFORCED CONCRETE INLOAD PAD (CONTAINMENT) TO MEET IL DEPARTMENT OF AG REGULATIONS. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG
- NEW REINFORCED CONCRETE BULK 30K NUTRITIONAL TANK DIKE (CONTAINMENT) TO MEET IL DEPARTMENT OF AG REGULATIONS. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG
- NEW 1mi gal BULK U.A.N TANK. TANK DESIGN AND CONTAINMENT SYSTEM TO MEET IL DEPARTMENT OF AG REGULATIONS. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG
- PORTABLE STEEL LOADING DOCK ("DOCKZILLA")
- NH3 200' CLEARANCE FROM PROPERTY LINE LOT PER IL DEPARTMENT OF AG
- LIMITS OF NEW AGGREGATE PAVING AREA
- APPROXIMATE LOCATION OF SEMI-TRACTOR TRAILER IN LIKELY STATIONARY POSITION & DIRECTION OF TRAVEL
- (2) 30,000gal FIBERGLASS WATER TANKS ON REINFORCED CONCRETE PAD
- NEW INTERIOR 5,100gal TANK CONTAINMENT DIKE, DESIGN AND CONTAINMENT SYSTEM TO MEET IL DEPARTMENT OF AG REGULATIONS. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG
- NEW SEPTIC TANK. FINAL PERMIT DRAWINGS TO BE SUBMITTED TO CARROLL COUNTY HEALTH DEPARTMENT.
- (E) GRAVEL AREA TO REMAIN. TOP DRESS AS REQUIRED

EXPANSION OF EXISTING AG RETAIL FACILITY

Nutrien
Ag Solutions

LANARK, IL
25885 IL-72, Lanark, IL 61046

02/03/2025

REVISIONS

REZONING & SETBACK
VARIANCE EXHIBITS

1 of 1

Revised Project Name: US-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-00-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-

Aerial of Subject Properties



Parcels within 250 feet of subject properties notified of ZBA Hearing

Neighboring Parcel	Sent	Date Sent	Owner Notified
01-05-16-300-001	x	2/21/2025	Miller, Nicole M
01-05-16-300-002	x	2/21/2025	Nehrkorn, Craig
01-05-17-400-004	x	2/21/2025	Fischer Brothers LLC
01-05-17-400-005	x	2/21/2025	Perdue, Henry H Revoc Trust
01-05-17-400-008	x	2/21/2025	Landis, Randy
01-05-20-200-001	x	2/21/2025	Nehrkorn, Craig
01-05-20-200-002	x	2/21/2025	Sturtevant, Dennis A General Trust
01-05-21-100-001	x	2/21/2025	Sturtevant, Dennis A General Trust
01-05-21-100-002	x	2/21/2025	Common Wealth Edison Company

Carroll County Zoning Department

Post Office Box 227, Mt. Carroll, IL 61053

(815) 244-0284 Fax: (815) 244-1046

Reference: Nutrien Ag Solutions Inc, Rezone & Variance Request for properties North of Lanark, East of Shannon (25885 IL Route 72, Lanark, IL 61046)

Carroll County Property Owner,

You are receiving this letter because Carroll County Zoning Code states that all owners located within 250 feet of a subject property requesting a Rezoning/Variance must be notified by regular mail.

The petitioner, Nutrien Ag Solutions Inc, is seeking a Change of Zoning & Variance 2025-009. The petitioner, Nutrien Ag Solutions Inc, is seeking a rezoning of their properties (AG-1 to I-2 and I-1 to I-2), parcels 01-05-16-300-006 & 01-05-16-300-004.

Nutrien is also seeking a variance (2025-009) in the set back from the eastern property lines of parcels 01-05-16-300-004 & 01-05-16-300-006, main property's address is 25885 IL Route 72 Lanark, IL. The brief legal of parcel 01-05-16-300-004 is S16 T25 R6 PT SW PARCEL COMBINED (2004) 01-000-089-00. The brief legal of parcel 01-05-16-300-006 is PT SW 1/4 SEC 16 TWP 25 RGE 6.

Notice is hereby given that a public hearing will be held Monday, March 3rd, 2025 at 6:30 p.m. The meeting will take place in the conference room on the 1st floor of the Carroll County Courthouse. The courthouse is located at 301 N. Main St. in the downtown district of Mt. Carroll, IL.

If you have an opinion on this application, you are strongly recommended to participate in the upcoming public hearing. If you are unable to attend and still wish to communicate your opinion, feel free to submit a letter/email before the meeting. All material submitted will be included in the packet as public record.

If you have questions or would like more information on this request, please contact the zoning department by calling 815-244-0284, emailing zoning@carrollcountyil.gov or by sending mail to Carroll County Zoning, PO Box 227, Mt Carroll, IL 61053.

Sincerely,

Koltin Dimmick
Carroll County Zoning

Notice of Public Hearing
CARROLL COUNTY ZONING

Notice is hereby given that a public hearing before the Zoning Board of Appeals will be held Monday March 3th 2023 at 6:30 p.m. The meeting will take place in the Carroll County Courthouse. The courthouse is located at 301 N. Main St. in the downtown district of Mt. Carroll, IL. The following item is on the agenda:

1. Change of Zoning & Variance 2025-009. The petitioner, Nutrien Ag Solutions Inc, is seeking a rezoning of their property, parcel 01-05-16-300-006, to industrial from agriculture, and they are seeking a variance in the set back from the eastern property lines of parcels 01-05-16-300-004 & 01-05-16-300-006, main property's address is 25885 IL Route 72 Lanark, IL. The brief legal of parcel 01-05-16-300-004 is S16 T25 R6 PT SW PARCEL COMBINED (2004) 01-000-089-00. The brief legal of parcel 01-05-16-300-006 is PT SW 1/4 SEC 16 TWP 25 RGE 6.

All interested persons are invited to participate in public hearings. If you have questions and/or are interested in participating but unable to attend, please contact Carroll County Zoning for more information.

Carroll County Zoning Department

HELPING HANDS Food Pantry serving Milledgeville-Chadwick area, at 400 Main Ave., corner of 4th and Main streets. Open first Tuesday of every month, 3-11 a.m. and 6-7:30 p.m. Sponsored by Chadwick-Milledgeville Ministerial Assoc.

IF YOU are feeling discouraged and would like someone to talk to call Upper Room Prayer Line 1-800-251-2488. Someone is there 24 hrs. a day to help you.

Family Friendly TV

Tune Into:
Media.com! Ch. 68
Ch. 68
Ch. 308

Seventh-day Adventist Church
1605 Superior Ave., Savannah
Phone 815-273-1195
www.savannahadventist.org



SPORTS
WCCI 100.3 FM

BASKETBALL — WRESTLING

FRIDAY & SATURDAY, FEB. 14-15 Wrestling Sectionals FEB. 24-28 Boys' Regionals	FEB. 17-21 Girls' Regionals FEB. 25 & 27 Girls' Sectionals GO THUNDER
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NO HUNTING OR TRESPASSING

Joseph C. Cravatta Farm
Colehour Farms
Carolyn Mackay Gelz Property
Timber Lake, Oakville & Livengood Rds.
Ernest & Forrest Deyer Farm
John E. Farley Jr., Owner
Paradise of Tennessee LP &
Freedom Hills Ranch LLC
Foxwood Development,
Davis Road, Mt. Carroll
The Kaatz Property
9980 Wacker Rd., Savannah
Don & Veronica Dietz Property

Bowman's Farm & Slough
Army Depot Rd., Savannah
L. I. School property, Savannah
Jack & Sharon Rosson
13000 3 Mile Rd., Savannah
Elysian Fields Management LLC
Savannah
E. Rooker Property
9583 Mesquite Rd., Savannah

NO TRESPASSING
TRESPASSERS WILL BE PROSECUTED

Notice of Public Hearing CARROLL COUNTY ZONING

Notice is hereby given that a public hearing before the Zoning Board of Appeals will be held Monday March 3th 2025 at 6:30 p.m. The meeting will take place in the Carroll County Courthouse. The courthouse is located at 301 N. Main St. in the downtown district of Mt. Carroll, IL. The following item is on the agenda:

1. Change of Zoning & Variance 2025-009. The petitioner, Nutrien Ag Solutions Inc, is seeking a rezoning of their property, parcel 01-05-16-300-006, to industrial from agriculture, and they are seeking a variance in the set back from the eastern property lines of parcels 01-05-16-300-004 & 01-05-16-300-006, main property's address is 25885 IL Route 72 Lanark, IL. The brief legal of parcel 01-05-16-300-004 is S16 T25 R8 PT SW PARCEL COMBINED (2004) 01-000-089-00. The brief legal of parcel 01-05-16-300-006 is PT SW 1/4 SEC 16 TWP 25 RGE 6.

All interested persons are invited to participate in public hearings. If you have questions and/or are interested in participating but unable to attend, please contact Carroll County Zoning for more information.

Carroll County Zoning Department

Public Notice

Riverside Storage
7722 Rt. 84
Savanna, IL 61074
815-273-3919
Mrs. M-F 8-5
Office address: 723 Viaduct Rd.
Savanna, IL 61074

NOTICE
This is an intent to enforce a

Savanna, IL 61074.
The property to be auctioned is a 2014 Dodge Caravan, VIN # 2C4RDGCG1ER159885.
Owner: Elizabeth Bode, 454 Bowen St., Savannah, IL 61074.
Lienholder: Consumer Portfolio Services, P.O. Box 57071, Irvine, CA 92619.
Amount due & owing: Admin. Fees - \$100.00, Storage Fees - \$100.00.



1 inch = 400 feet



Map produced by the Carroll County GIS Department on 06/13/2023
DISCLAIMER: GIS maps cannot be used as evidence or accuracy for
the true location of property boundaries. A legal survey may be needed to
determine the physical extent of property. Map date may include errors.
Aerial Imagery - April 2021.

Section 700-9.01 I-2 District Intent

The intent of this ordinance in establishing an I-2 Heavy Industrial District is to encourage the orderly placement of commercial and industrial manufacturing, processing and warehousing developments that may require additional area for safety and protection of surrounding uses.

Section 700-9.02 Allowed in an I-2 District

- (a) All Allowed Uses in the I-1 District
- (b) Chemical Plants
- (c) Industrial Chemical Plants
- (d) Fertilizer Plants
- (e) Refining, Raw Materials
- (f) Refining, Synthetic Materials
- (g) Trucking Companies
- (h) Warehousing and Shipping
- (i) Commercial Storage
- (j) Retail Sale of agricultural fertilizers and chemicals directly to the end agricultural user
- (k) Agriculture
- (l) Uses similar in nature to stated permitted uses in the I-2 district which are of a heavy industrial nature

Section 700-9.03 Allowed by Special Use Permitted in I-2 District

- (d) Adult-Use Cannabis Craft Grower, Adult-Use Cannabis Cultivation Center, Adult-Use Cannabis Dispensing Organization, Adult-Use Cannabis Infuser Organization, Adult-Use Cannabis Processing Organization, Adult-Use Cannabis Transporting Organization

Section 700-9.04 Minimum Lot Requirement

- (a) Area: Five Acres
- (b) Width: 150 feet
- (c) Depth: 150 feet
- (d) Frontage: 150 feet

Section 700-9.05 Minimum Setback Requirements

- (a) Roadways
 - (1) 100 feet from centerline of township roads
 - (2) 100 feet from centerline of county and state highways
- (b) Side yard and Rear yard
 - (1) 100 feet, unless other state or federal requirements warrant otherwise.
 - (2) 500 feet for agriculture buildings on all boundaries.
- (c) Landscape Buffering: 25 feet from bordering properties containing residences.

ARTICLE 10 – AP-1 DISTRICT REGULATIONS

Section 700-10.01 AP-1 District Intent

The intent of this ordinance in establishing an airport district is to provide for the safe operation of the airports by protecting the airport area from conflicting or dangerous uses.

ZONING BOARD OF APPEALS CARROLL COUNTY, IL

FINDINGS OF FACT

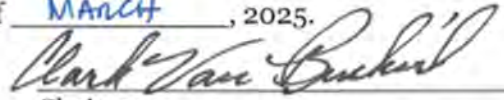
Application: Rezoning from I-1 to I-2 zoning
Property Address: 25885 IL Route 72 Lanark, IL 61046
Petitioner: Nutrien Ag Solutions, Inc
Property PIN: 01-05-16-300-004

1. Is the proposed zoning change compatible with the area and adjacent properties?
☒ YES ☐ NO. If NO, how so?
2. Could rezoning negatively affect the intended use and values of surrounding properties? ☐ YES ☒ NO. If yes, how so?
3. Are there any safety or public health concerns with the location? ☒ YES
☐ NO. If yes, what are they? *Addressed in design*
4. Are there concerns with the uses allowed within Industrial (I-2) Zoning at this location? *NO*
5. Could the proposed development of the site cause problems to surrounding properties or roads? ☐ YES ☒ NO. If yes, how so?
6. Are there any other considerations or concerns that the members of the Zoning Board of Appeals feel need to be mentioned and recorded with the finding of fact?
NO

WRITTEN MOTION:

Recommendation to (Approve , Deny) made by the Carroll County

Zoning Board of Appeals this 3 day of MARCH, 2025.


Chairman

Attest:


Secretary

ZONING BOARD OF APPEALS CARROLL COUNTY, IL

FINDINGS OF FACT

Application: Rezoning from AG-1 to I-2 zoning
Property Address: 25885 IL Route 72 Lanark, IL 61046
Petitioner: Nutrien Ag Solutions, Inc
Property PIN: 01-05-16-300-006

1. Is the proposed zoning change compatible with the area and adjacent properties?
☒ YES ☐ NO. **If NO, how so?**
2. Could rezoning negatively affect the intended use and values of surrounding properties? ☐ YES ☒ NO. **If yes, how so?**
3. Are there any safety or public health concerns with the location? ☒ YES
☐ NO. **If yes, what are they?** *concern of design*
4. Are there concerns with the uses allowed within Industrial (I-2) Zoning at this location? *No*
5. Could the proposed development of the site cause problems to surrounding properties or roads? ☐ YES ☒ NO. **If yes, how so?**
6. Are there any other considerations or concerns that the members of the Zoning Board of Appeals feel need to be mentioned and recorded with the finding of fact?

WRITTEN MOTION:

Recommendation to (Approve , Deny) made by the Carroll County

Zoning Board of Appeals this 3 day of March, 2025.

Clark Van Buren
Chairman

Attest:

[Signature]
Secretary

BEFORE THE ZONING BOARD OF APPEALS
CARROLL COUNTY, IL

FINDINGS OF FACT

Application: Variance Request 2025009, Variance of setback from property lines
Property Zoned: Industrial (I-1)
Property Location: 25885 IL Route 72 Lanark, IL 61046
Property Owner(s): Nutrien Ag Solutions, Inc
PIN: 01-05-16-300-004

1. For the property in questions, are there building setback hardships caused by the physical shape, size, or topography of land? ☒ YES ☐ NO. If yes, what are they? *topography*
2. Are there any other hardships that prevent the placement of said structure in accordance to the strict letter of the law? ☐ YES ☒ NO. If yes, what are they?
3. Will granting this variance avoid setting a precedent for future requests of a similar nature? ☒ YES ☐ NO, or ☐ UNKNOWN
4. Is this variance request based exclusively upon a desire improve the property value and/or income potential of this parcel of land? ☒ YES ☐ NO. If yes, why do you believe so? *business growth / construction*
5. Will the granting of this variance be unreasonably detrimental to existing properties and/or cause issue to future improvements within the area? ☒ YES ☐ NO. If yes, in what ways?
6. Is it likely that the granting of this variance will diminish or impair property values within the vicinity or area? *No*
7. Are there any other facts or concerns the Zoning Board would like to discuss and record with the finding of fact?

Are there any recommendations the ZBA could make to the county for added restrictions or conditions to be placed upon this variation request if granted?

Recommended for (approval) / denial) by the Carroll County Zoning Board of Appeals
this 3 day of MARCH, 2025.

Clark Van Dusen
Chairman

Attest: *[Signature]*
Secretary

BEFORE THE ZONING BOARD OF APPEALS
CARROLL COUNTY, IL

FINDINGS OF FACT

Application: Variance Request 2025009, Variance of setback from property lines
Property Zoned: Agriculture (AG-1)
Property Location: 25885 IL Route 72 Lanark, IL 61046
Property Owner(s): Nutrien Ag Solutions, Inc
PIN: 01-05-16-300-006

1. For the property in questions, are there building setback hardships caused by the physical shape, size, or topography of land? _____ YES ☒ NO. If yes, what are they?
2. Are there any other hardships that prevent the placement of said structure in accordance to the strict letter of the law? ☒ YES _____ NO. If yes, what are they? *Physical distance from boundaries*
3. Will granting this variance avoid setting a precedent for future requests of a similar nature? ☒ YES _____ NO, or _____ UNKNOWN
4. Is this variance request based exclusively upon a desire improve the property value and/or income potential of this parcel of land? ☒ YES _____ NO. If yes, why do you believe so? *business growth / combination*
5. Will the granting of this variance be unreasonably detrimental to existing properties and/or cause issue to future improvements within the area? _____ YES ☒ NO. If yes, in what ways?
6. Is it likely that the granting of this variance will diminish or impair property values within the vicinity or area? *no*
7. Are there any other facts or concerns the Zoning Board would like to discuss and record with the finding of fact? *no*

Are there any recommendations the ZBA could make to the county for added restrictions or conditions to be placed upon this variation request if granted?

Recommended for (approval / denial) by the Carroll County Zoning Board of Appeals this 3 day of March, 2025.

Attest:

Secretary

Clark Van Buren
Chairman

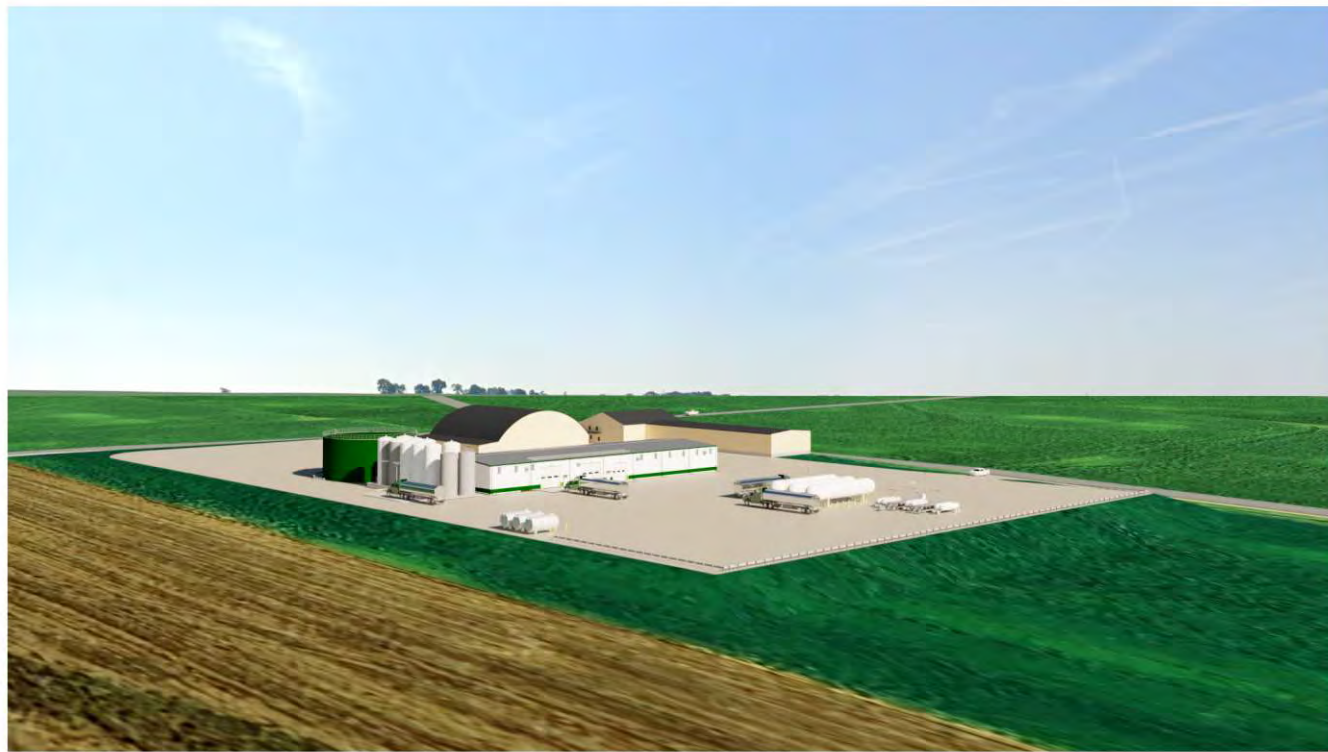
LANARK, IL RENDERINGS



LOOKING NORTH WEST



LOOKING SOUTH EAST



LOOKING SOUTH WEST

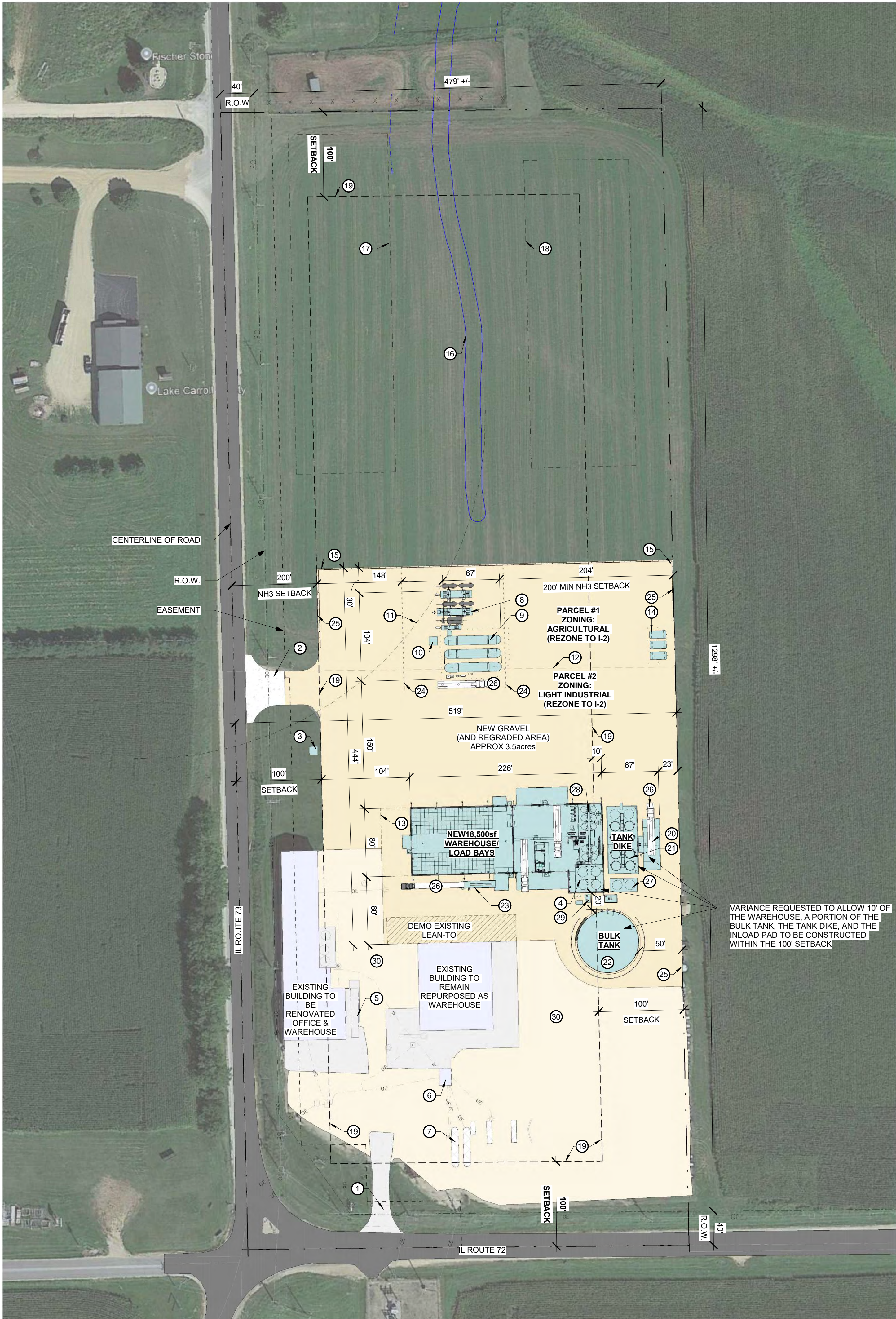
EXAMPLE PHOTOS



BUILDING DESIGN & MATERIALS EXAMPLE



BULK TANK, LOAD PAD AND DIKE EXAMPLE



1 SITE PLAN
1 of 1
1" = 70'-0"



NORTH

PROJECT DIRECTORY

OWNER: NUTRIEN AG SOLUTIONS
Scott Pate, Division Manager
Northern Illinois and Wisconsin Division
scott.pate@nutrien.com
T: (608) 247-9277
1512 W B.R. Townline Rd
Beloit, WI 53511

OWNER'S REPRESENTATIVE: NUTRIEN
Christopher Johnson, Director of Construction
chris.johnson@nutrien.com
T: (970)-219-0956

CIVIL ENGINEER: W DESIGN ASSOCIATES, INC.
Greg A. Wolford, P.E.
greg@wdesignae.com
T: (308) 345-2370
P.O. Box 99; 214 E 1st
McCook, NE 69001

ZONING SYNOPSIS

CARROLL COUNTY PLANNING AND ZONING

ADDRESS:
PARCEL 1: IL ROUTE 73 LANARK, IL 61046
PARCEL 2: 25885 IL ROUTE 72 LANARK, IL 61046

PARCEL #:
PARCEL 1: 01-05-16-300-006
PARCEL 2: 01-05-16-300-004

LOT AREA:
PARCEL 1: 7.980acres
PARCEL 2: 8.210acres

ZONING DISTRICT:
PARCEL 1: CURRENT: AGRICULTURAL
PARCEL 2: CURRENT: INDUSTRIAL LIGHT
LOTS TO BE REZONED TO I-2 HEAVY INDUSTRIAL

USE:
RETAIL SALE OF AGRICULTURAL PRODUCTS
DIRECTLY TO THE END AGRICULTURAL USER

MINIMUM LOT REQUIREMENTS:
LOT AREA: 5acres
LOT WIDTH: 150'
LOT DEPTH: 150'
LOT FRONTAGE: 150'

SETBACKS:
FRONT: 100' FROM CENTER OF HWY/ROADWAY
SIDE: 100'
REAR: 100'

FLOOD PLAIN: AREA OF MINIMAL FLOOD HAZARD

PROJECT NARRATIVE

THE CURRENT FACILITY HAS TWO BUILDINGS (AN OFFICEWAREHOUSE, AND A DRY FERTILIZER STORAGE). IT ALSO HAS ESSENTIAL AG-RETAIL SUPPORT FEATURES, INCLUDING A TRUCK SCALE, EXTERIOR TANKS, AND ANHYDROUS AMMONIA (NH3) TANKS/RISERS.

THE PROPOSED PLAN ADDS A NEW WAREHOUSE FOR LIQUID FERTILIZER PRODUCTS, ALONG WITH NECESSARY SUPPORT FEATURES (INLOAD PAD, CONTAINMENT DIKE, AND FERTILIZER BULK TANK), RELOCATING NH3 OPERATIONS FROM ALONG IL-72 TO THE NORTH PORTION OF THE SITE, AND ALL ASSOCIATED SITE WORK.

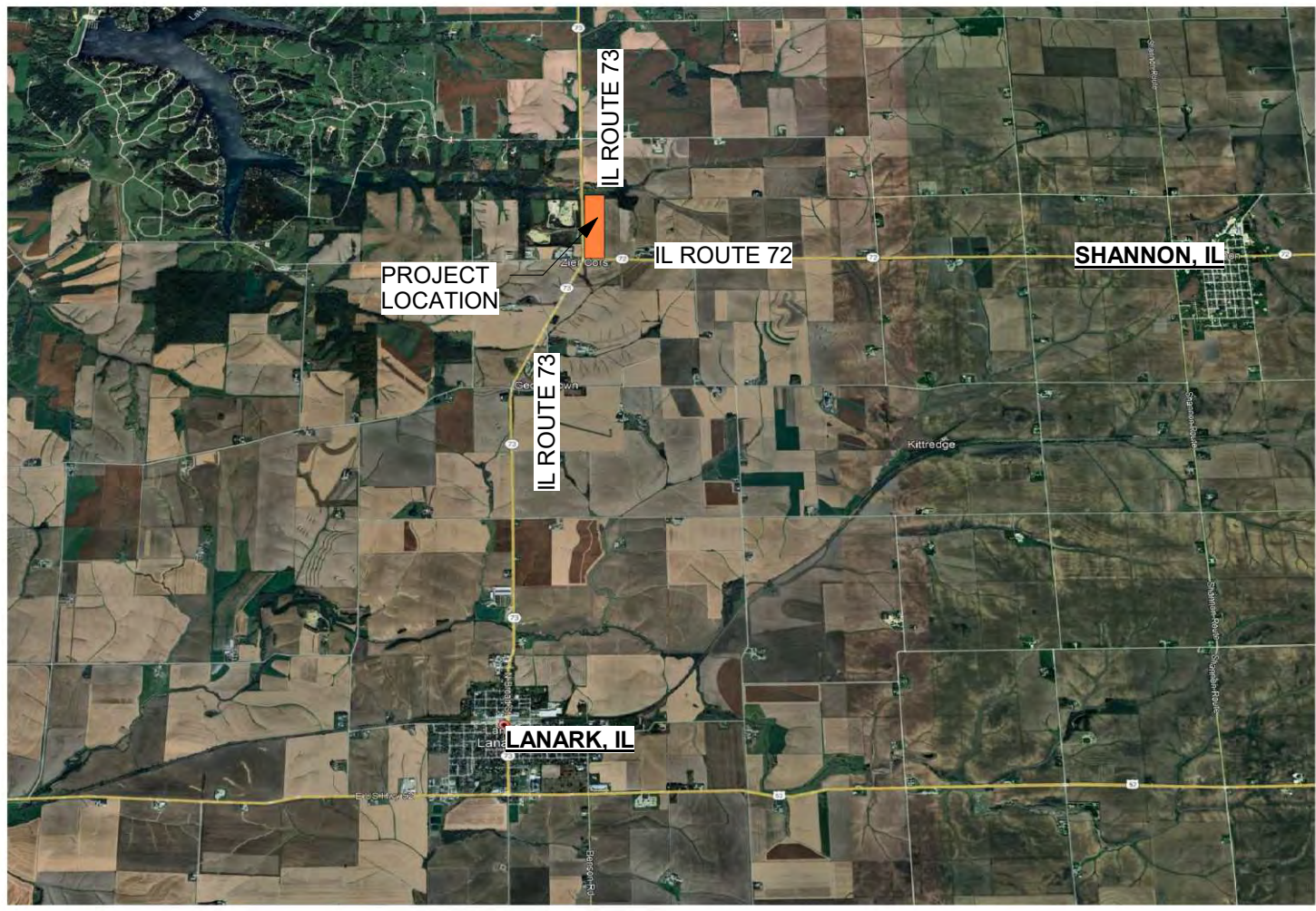
THE NEW WAREHOUSE BUILDING IS AN 18,500SF ONE-STORY PRE-ENGINEERED METAL BUILDING. IT IS LOCATED AT ITS POSITION ON THE SITE AS A RESPONSE TO THE STEEP GRADE OF THE SITE, SAFE TRAFFIC FLOWS WITHIN THE SITE AND ONTO ADJACENT ROADS, COUNTY ORDINANCE, AND OTHER REGULATORY SETBACK REQUIREMENTS. THE SUPPORT FEATURES ARE LOCATED ADJACENT TO THE WAREHOUSE NECESSARILY FOR PROPERLY FUNCTIONING SYSTEMS.

THE BUILDING WILL BE DESIGNED TO MEET THE 2021 INTERNATIONAL BUILDING CODE AND ALL REGULATED PRODUCTS WILL BE HANDLED WITHIN SECONDARY CONTAINMENT. AND PLEASE NOTE THAT FINAL ENGINEERED CIVIL DRAWINGS WILL BE COMPLETED AFTER A VARIANCE FOR THIS PROPOSED DESIGN IS APPROVED.

SITE PLAN GRAPHIC KEY

	NEW BUILDING		NEW CONCRETE		EXISTING STRUCTURE TO BE DEMOLISHED
	NEW AGGREGATE PAVING AREA		EXISTING OPERATION TO BE RELOCATED		

VICINITY MAP



PLAN KEYNOTES

- EXISTING APPROACH FROM EXISTING ROAD TO REMAIN. ENGINEERED PERMIT DRAWINGS TO DETAIL ANY MODIFICATIONS REQUIRED TO MEET IDOT REGULATIONS.
- EXISTING APPROACH FROM EXISTING ROAD TO BE WIDENED. ENGINEERED PERMIT DRAWINGS TO DETAIL ANY MODIFICATIONS REQUIRED TO MEET IDOT REGULATIONS.
- NEW WELL AND PUMP SHED. FINAL PERMIT DRAWINGS TO BE SUBMITTED TO CARROLL COUNTY HEALTH DEPARTMENT. NH3 TO BE LOCATED 50' AWAY FROM WELL AS REQUIRED BY IL DEPARTMENT OF AG.
- NEW INTERIOR 10,000gal TANK CONTAINMENT DIKE, DESIGN AND CONTAINMENT SYSTEM TO MEET IL DEPARTMENT OF AG. REGULATIONS. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG.
- EXISTING SCALE TO REMAIN
- EXISTING WELL TO REMAIN
- EXISTING NH3 TO BE RELOCATED ON SITE. SYSTEM AND EQUIPMENT TO BE UPGRADED TO CURRENT IL DEPARTMENT OF AG. REGULATIONS.
- NEW LOCATION OF (3) NH3 RISERS UPDATED TO MEET IL DEPARTMENT OF AG. REGULATIONS. ENGINEERED PERMIT DRAWINGS TO BE SUBMITTED TO IL DEPARTMENT OF AG.
- NEW LOCATION OF (3) NH3 30K TANKS WITH BOLLARD PROTECTION AROUND NH3 TANKS. TANKS TO BE UPDATED TO MEET IL DEPARTMENT OF AG. REGULATIONS. ENGINEERED PERMIT DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG.
- NEW 10'X10'X10' NH3 EQUIPMENT STORAGE SHED ADJACENT LOT PER IL DEPARTMENT OF AG.
- EXISTING PROPERTY LINE BETWEEN PARCELS 1 & 2. PARCELS TO BE COMBINED INTO ONE PROPERTY.
- FUTURE WAREHOUSE EXPANSION AREA
- RELOCATED FUEL TANKS WITH BOLLARD PROTECTION. TANKS TO BE UPDATED TO CURRENT REGULATIONS
- ENGINEERED RETAINING WALL AND GUARDRAIL IF REQUIRED BY SITE GRADING AND CIVIL ENGINEER
- APPROXIMATE AREA IDENTIFIED AS POTENTIAL WETLAND TO BE LEFT UNDISTURBED
- PRIMARY BORROW PIT & STORMWATER DETENTION AREA. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED TO CARROLL COUNTY FOR PERMITTING
- ADDITIONAL BORROW PIT & STORMWATER DETENTION AREA IF REQUIRED. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED TO CARROLL COUNTY FOR PERMITTING
- SET BACK BOUNDARY
- NEW 1,500gal REINFORCED CONCRETE INLOAD PAD (CONTAINMENT) TO MEET IL DEPARTMENT OF AG. REGULATIONS. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG.
- NEW REINFORCED CONCRETE BULK 30K NUTRITIONAL TANK DIKE (CONTAINMENT) TO MEET IL DEPARTMENT OF AG. REGULATIONS. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG.
- NEW 1mil gal BULK U.A.N TANK. TANK DESIGN AND CONTAINMENT SYSTEM TO MEET IL DEPARTMENT OF AG. REGULATIONS. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG.
- NH3 200' CLEARANCE FROM PROPERTY LINE LOT PER IL DEPARTMENT OF AG.
- LIMITS OF NEW AGGREGATE PAVING AREA
- APPROXIMATE LOCATION OF SEMI-TRACTOR TRAILER IN LIKELY STATIONARY POSITION & DIRECTION OF TRAVEL
- (2) 30,000gal FIBERGLASS WATER TANKS ON REINFORCED CONCRETE PAD
- NEW INTERIOR 5,100gal TANK CONTAINMENT DIKE, DESIGN AND CONTAINMENT SYSTEM TO MEET IL DEPARTMENT OF AG. REGULATIONS. FINAL ENGINEERED DRAWINGS TO BE SUBMITTED FOR PERMITTING TO IL DEPARTMENT OF AG.
- NEW SEPTIC TANK, FINAL PERMIT DRAWINGS TO BE SUBMITTED TO CARROLL COUNTY HEALTH DEPARTMENT.
- (E) GRAVEL AREA TO REMAIN, TOP DRESS AS REQUIRED



EXPANSION OF EXISTING AG RETAIL FACILITY

LANARK, IL
25885 IL-72, Lanark, IL 61046

02/03/2025

REVISIONS:

REZONING & SETBACK
VARIANCE EXHIBITS



Office of Intermodal Project Implementation
Section 5311 Application
Part II: Forms, Certifications, and Assurances

State Fiscal Year: 2026

Submitted by:

Legal Name of Applicant Agency: County of Carroll

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Data Input Sheet

The Section 5311 Application requires the applicant to complete various certifications and assurances. These forms require the applicant to fill-in various repetitive fields in order to be complete. On this page, complete all fields and the various forms will be auto-populated with the correct values; the applicant only needs to print, sign, and scan the executed assurance.

IDOT has also converted Exhibit I and J, previously Excel spreadsheets, to the new fillable form. Note these exhibits are formatted for 11 x 17 ledger size paper.

Organization Status of the Applicant

Applicant is (select one): ☒ County ☐ City ☐ Mass Transit District

Information About the Applicant

Applicant Name

COUNTY OF CARROLL

Name of Authorized Official to Execute Certifications:

Julie Bickelhaupt

Title of Authorized Official to Execute Certifications:

Carroll County Board Chairman

Name of Applicant's Legal Counsel/Attorney:

Aaron Kaney

Name of the Applicant's Contact to Discuss Application:

Mary Maszk

Title of Applicant's Contact Person

PCOM

Name of the Governing Board

Carroll County

Information for Completing the Enabling Ordinance and Board Resolution:

Ordinance Number:	Number, Elected Governing Board	Members Present for Vote	Aye Votes to Ordinance	Nay Votes to Ordinance	Abstaining Votes to Ordinance
	Day of Governing Board Adoption	Month of Governing Board Adoption	Year of Governing Board Adoption		

Applicant's Certification of Intent

Applicant's Name:	County of Carroll		
Address 1:	301 N. Main Street		
Address 2:			
City:	Mount Carroll	State	IL Zip Code 61053

Applicant's Contact Person		Title	
Mary Maszk		PCOM	
Phone	Fax	E-mail	
(815) 244-0296	(815) 244-3709	pcom@carrollcountyil.gov	

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

Officer or Official of the Applicant Organization

Signature	Date
Typed Name of Signature Above	
Mary Maszk	

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF SECTION 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 CARROLL:

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 2026 for the purpose of offsetting a portion of the Public Transportation Program operating deficits of County of Carroll.

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

Section 3. That the Carroll County Board Chairman of the County of Carroll Carroll County is hereby authorized and directed to execute and file on behalf of County of Carroll such application.

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

Section 5. That the Carroll County Board Chairman of the County of Carroll Carroll County is hereby authorized and directed to execute and file on behalf of County of Carroll a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2026.

Section 6. That the Carroll County Board Chairman of the County of Carroll Carroll County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2026.

PRESENTED and ADOPTED this day of .

Signature of Authorized Official

Date

Attest

--

--

--

Title

Julie Bickelhaupt, Carroll County Board Chairman
--

Public Transportation Applicant Ordinance

ORDINANCE NUMBER: _____

AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION
IN COUNTY OF CARROLL, ILLINOIS

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

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

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

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

Section 1. County of Carroll shall hereby provide public transportation within the county or counties limits.

Section 2. The clerk/secretary to the governing board of County of Carroll shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

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

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

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

PASSED by the Carroll County Board Chairman and the Carroll County on the of , and deposited and filed in the office of the clerk/secretary on that date.

Elected Board Members: _____

Members Present at Vote: _____

Members Voting "Aye": _____ Members Voting "Nay": _____ Members Abstaining: _____

Signature of

Date

--	--

Acceptance of the Special Warranty

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

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

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

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

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 of the Federal Transit Act of 1964, as amended.

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

PASSED by the Carroll County on the day of .

Signature of Authorized Official

Date

--	--

Authorized Official's Name Typed

Julie Bickelhaupt, Carroll County Board Chairman



As a recipient of Federal grant funding, the Illinois Department of Transportation (IDOT) is required to ensure that all subrecipients are in compliance with Title VI of the Civil Rights Act of 1964 rules, regulations, and Executive Orders, which govern Title VI on Federally-funded project. To ensure that subrecipient of Federal Transit Administration funding are in compliance with these requirements, your organization must complete the following questionnaire in its entirety.

If you have questions on how to complete this form, please contact the Illinois Department of Transportation, Bureau of Civil Rights, Room 317, 2300 S. Dirksen Parkway, Springfield, IL 62764 or call (217) 782-2762.

Legal Name of Applicant	Date of Report
County of Carroll	

PART 1: TITLE VI PLAN & COMPLAINT PROCEDURES		
1.	Does your organization have a Title VI Program?	☒ Yes ☐ No
A.	If "Yes," does your organization's Title VI Program include:	
(i)	A Title VI notice to the public that indicates the applicant complies with Title VI, and informs members of the public of the protections against discrimination afforded to them by Title VI.	☒ Yes ☐ No
(ii)	Instructions to the public regarding how to file a Title VI discrimination complaint?	☒ Yes ☐ No
(iii)	A list of any public transportation-related Title VI investigations, complaints, or lawsuits filed with the recipient since the time of the last submission?	☒ Yes ☐ No
(iv)	A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Program submission?	☒ Yes ☐ No
(v)	A copy of the recipient's plan for providing language assistance to persons with limited English proficiency?	☒ Yes ☐ No
(vi)	A table depicting the racial breakdown of the membership of transit-related, non-elected planning boards, advisory councils or committees, or similar bodies (whose membership is selected to the applicant)?	☒ Yes ☐ No
(vii)	If the applicant has constructed a transit facility, a copy a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility?	☒ Yes ☐ No
2.	Does your system operate fixed route services?	☐ Yes ☒ No
A.	If "Yes," does your organization's Title VI Program include:	
(i)	System-wide service standards for vehicle load factors, vehicle headways, on-time performance, and service availability?	☐ Yes ☐ No
(ii)	System-wide service policies for the distribution of transit amenities and vehicle assignment?	☐ Yes ☐ No

If you answered "Yes" above, then you must submit a copy of your organization's Title VI Program as part of the application process.

If "No," in the space provided below, please explain how your organization plans to meet its Title VI Program obligations.

This text box will expand: type as much as necessary. Expansion will occur after tabbing to the next field.

PART 2: NON-DISCRIMINATION POLICY & STATEMENT

Does your organization have a non-discrimination policy that is incorporated into a Statement of Nondiscrimination?



Yes



No

If your answered "Yes" above, then you must submit a copy of your organization's nondiscrimination policy statement as part of the application process.

If "No," in the space provided below, please explain.

This text box will expand: type as much as necessary. Expansion will occur after tabbing to the next field.

PART 3: Title VI Coordinator/Specialists

Does your organization have a person employed who is responsible for handling civil rights issues and/or a Title VI Coordinator/Specialist?



Yes



No

If "Yes," then please provide the following information about the Title VI employee:

Name

Title

Mailing Address

Carla Whitebread

Specialist

Blue Mountain Road

City

State

Zip

Telephone

Mount Carrll

IL

61053

(815) 244-1170

SIGNATURE OF AUTHORIZED REPRESENTATIVE

By signing below, i certify that I am authorized to sign this questionnaire on behalf of my organization, and that the information contained in this report is accurate and complete to the best of my knowledge.

Signature

Date

Printed Name

Julie Bickelhaupt

Printed Title

Carroll County Board Chairman

Equal Employment Opportunity (EEO) Checklist

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EEO Overview

Since 1977, USDOT has required recipients and subrecipients of transit funding meeting certain criteria to establish Equal Employment Opportunity (EEO) Programs and to comply with applicable laws and regulations.

FTA is responsible for ensuring that its recipients do not engage in employment discrimination:

A person may not be excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance under this chapter because of race, color, religion, national origin, sex, disability, or age (49 U.S.C. § 5332(b)).

This provision applies to employment opportunities and supplements employment protections found in Title VI of the Civil Rights Act of 1964 (Title VI). The Title VI regulations prohibiting employment discrimination are found at 49 CFR § 21.5(c) - Nondiscrimination in Federally Assisted Programs of the Department of Transportation. It is important to note that while Title VI and 49 CFR Part 21 only prohibit discrimination based on race, color, and national origin, Federal Transit Laws (49 U.S.C. § 5332) includes protections on the basis of religion, sex, disability, and age. In this context, the term 'sex' includes pregnancy, childbirth, or related medical conditions; gender identity; and sexual orientation.

Title VII of the Civil Rights Act of 1964 (Title VII), as amended by the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1991, prohibits discrimination on the basis of race, color, religion, national origin, or sex in all institutions with 15 or more employees -- including state and local governments and labor organizations. (42 U.S.C. §§ 2000e et seq.) Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) applies to private employers and state and local government employers with at least 15 employees, regardless of whether they receive federal financial assistance. It prohibits covered employers from discriminating on the basis of an applicant's or employee's genetic information (such as the results of genetic tests or family medical history), generally prohibits employers from acquiring genetic information of applicants and employees, and requires employers to keep genetic information confidential, with very limited exceptions. The U.S. Equal Employment Opportunity Commission (EEOC) is the enforcement authority for Title VII and provides official interpretation of employment laws that prohibit discrimination as outlined in 29 CFR Part 1600. EEOC enforces not only Title VII and GINA, but also the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I of the Americans with Disabilities Act of 1990, Sections 501 and 505 of the Rehabilitation Act of 1973. FTA defers to the most current regulations and guidance issued by EEOC when making complaint and compliance determinations. EEOC regulations and guidance are incorporated by reference.

The FTA Master Agreement requires all applicants, recipients, subrecipients, and contractors receiving FTA funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance. Any FTA applicant, recipient, subrecipient, and contractor who meet both of the following threshold requirements must implement all of the EEO Program elements:

- Employs 100 or more transit-related employees; and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year, or
- Requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year.

Agencies between 50 -99 transit-related employees are required to prepare and maintain an EEO Program that includes the Statement of Policy, dissemination plan, designation of personnel, assessment of employment practices, and a monitoring and reporting system. These smaller agencies are not required to conduct a utilization analysis with goals and timetables or to submit the EEO Program to FTA every four years. Instead, these agencies will be required to provide the EEO Program to FTA if requested by the Office of Civil Rights or for any State Management Review or Triennial Review.

This Circular applies to state-administered programs covered by Federal Transit Laws and FTA Master Agreement funding categories such as seniors, persons with disabilities, and rural assistance programs funded under Enhanced Mobility of Seniors and Individuals with Disabilities (49 U.S.C. § 5310), Formula Grants for Rural Areas (49 U.S.C. § 5311), Bus and Bus facilities (49 U.S.C. § 5339), and other specialized grant programs funded through FTA.

FTA applicants, recipients, subrecipients, and contractors who do not meet the EEO Program threshold above are not required to submit an EEO Program to FTA, but are still required to comply with all Equal Employment Opportunity statutes and regulations.

Equal Employment Opportunity (EEO) Checklist

(page 2 of 2)

Every four years, on a date determined by FTA, each recipient that meets the threshold described in section 1.4 of this Circular, is required to submit the following information to the Federal Transit Administration (FTA) as part of its EEO Program. Subrecipients of Section 5311 funding must submit the information below to the primary recipient (IDOT), on a schedule to be determined by IDOT.

☐ **Full EEO Program Requirements**

Any applicant, recipient, subrecipient, and contractor who:

- Employs 100 or more-transit related employees; and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year;
- OR -
- Requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year

Must submit the full EEO Program, including the following elements, every year, to IDOT, as required:

- ☐ Statement of Policy
- ☐ Dissemination Plan
- ☐ Designation of Responsible Personnel
- ☐ Utilization Analysis
- ☐ Goals and Timetables
- ☐ Assessment of Employees' Practices
- ☐ Monitoring and Reporting Plan

☐ **Abbreviated EEO Program Requirements**

Any applicant, recipient, subrecipient, and contractor who:

- Employs 50 - 99 or more-transit related employees; and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year;
- OR -
- Requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year

Must submit the abbreviated EEO Program, including the following elements, to IDOT, as required:

- ☐ Statement of Policy
- ☐ Dissemination Plan
- ☐ Designation of Responsible Personnel
- ☐ Assessment of Employees' Practices
- ☐ Monitoring and Reporting Plan

☒ **Not Applicable (based on above stated requirements)**

Submit this completed checklist with your application.

CERTIFICATION AND RESTRICTIONS ON LOBBYING
(For Federal Funding Over \$100,000)

I, Julie Bickelhaupt, Carroll County Board Chairman, hereby certifies on behalf of County of Carroll that:

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

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

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

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

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

Name of Applicant/Subrecipient

County of Carroll

Type or Print Name of Authorized Official

Julie Bickelhaupt

Signature

Date

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Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: County of Carroll

The Applicant certifies to the applicable provisions of all categories: (check here) ☒.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	☐
02 Public Transportation Agency Safety Plans	☐
03 Tax Liability and Felony Convictions	☐
04 Lobbying	☐
05 Private Sector Protections	☐
06 Transit Asset Management Plan	☐
07 Rolling Stock Buy America Reviews and Bus Testing	☐
08 Urbanized Area Formula Grants Program	☐
09 Formula Grants for Rural Areas	☐
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	☐
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	☐

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant:

County of Carroll

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

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

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

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

Signature _____ Date: _____

Name Julie Bickelhaupt Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): County of Carroll

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

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

Signature _____ Date: _____

Name Aaron Kuney Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

PURCHASE OF SERVICE CONTRACT

Between

**CARROLL COUNTY
(GRANTEE)**

And

**CARROLL COUNTY SENIOR SERVICES ORGANIZATION
(OPERATOR)**

STATE FISCAL YEAR

July 1, 2025 through June 30, 2026

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WHEREAS, CARROLL COUNTY SENIOR SERVICES ORGANIZATION, the OPERATOR, has an interest in the provision of transportation services to the public,

WHEREAS, CARROLL COUNTY, the GRANTEE, has officially designated that the Carroll County Transit be the public transit system operated by the Carroll County Senior Services Organization,

WHEREAS, Funding for public transportation is available from the Formula Grants for Rural Areas Program of the Illinois Department of Transportation, the IDOT,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose

1. The purpose of this contract is to arrange for public transportation services under the support of the designated public transit system.
 - a. IDOT is the pass-through-entity of funding from the U.S. Department of Transportation, CFDA #20-509. Funding for public transportation is provided via the Section 5311 (5311) and Downstate Operating Assistance Program (DOAP) Programs.
 - b. As a recipient of these State and Federal funds, the GRANTEE agrees to abide by the Certifications and Assurances of the Federal Transit Administration (FTA) and, as such, will provide a signed copy of the Affirmation of Applicant page for the System's records.

B. Time Frame

The contract period shall begin on July 1, 2025, and continue through June 30, 2026 (FY26).

C. Funding of Public Transportation Services (Project)

5311 funding, administered by IDOT, will be paid by the GRANTEE, to the OPERATOR, in an amount not to exceed \$14,652.00, for the OPERATOR's eligible operating deficit incurred during FY26. DOAP funding, administered by IDOT, will be paid by the GRANTEE, to the OPERATOR, in an amount not to exceed \$599,900.00, for the OPERATOR's eligible operating deficit incurred during FY26. The total 5311 and DOAP funding available for FY26 is \$614,552.00. If additional 5311 or DOAP funding is awarded, the GRANTEE will determine how the additional monies will be spent for the Project. 5311 and DOAP must be expended in the fiscal year awarded unless IDOT authorizes differently.

Fares and Local Matching Funds (LMF) are additional funding sources. LMF are funds accrued from contracts, donations, etc. It is the responsibility of the GRANTEE (PCOM), with the OPERATOR available assistance, to raise LMF monies for public transportation. Once both 5311 and DOAP funds are fully expended, the PCOM will evaluate for the GRANTEE if the remaining fares and LMF monies can sustain public transportation. The GRANTEE will then determine if public transportation shall be limited or suspended until 5311 and DOAP funds are available. In no event shall payments to the OPERATOR, under this contract, exceed the total funding available for public transportation system costs.

D. Description of the Project

1. The Project will be provided in vehicles available to the public without discrimination.
2. No denial of service without documentation and cause.
3. The Project shall be daily demand-response public transportation and, upon OPERATOR feasibility and approval, special request designations.
4. The Project shall be provided Monday through Friday from 6 a.m. to 6 p.m.
5. The Project, with approval of the GRANTEE, may be limited or not performed on certain dates with prior notification to the public at the beginning of each fiscal year by the OPERATOR.
6. The OPERATOR shall present to the GRANTEE a proposed design and scheduling of the Project to meet the needs of the Carroll County service area for approval by the GRANTEE prior to the start of each fiscal year.

E. Reimbursements

1. The OPERATOR will submit an invoice for operating expense reimbursement to the PCOM. Once the invoice is approved by the PCOM it will be submitted to the GRANTEE by the Thursday preceding a County Board meeting. Upon GRANTEE approval for payment, a reimbursement check will be delivered to the OPERATOR by the County Board meeting.
2. Operating expenses will first be reimbursed with 5311 funds - up to 50%, less the collected fares. Next, the outstanding, unpaid amount will be reimbursed by DOAP funds - up to 65%. Subsequently, any remaining amount will be paid using LMF. Once 5311 funds are fully expended, DOAP funds will be used to pay expenses – again, up to 65% with LMF used to pay any remaining operating expenses.
3. Invoices will be submitted on a bi-weekly schedule, detailing the nature of the expenses, and accompanied with properly completed payrolls, time records, invoices, contracts, vouchers, etc.

F. Reporting

1. IDOT's record keeping software 'BlackCat' is software the PCOM shall record all mandated data. The PCOM may elect to share access to 'BlackCat' with the OPERATOR. The PCOM shall be responsible for completing the monthly reports for IDOT by the end of the following month.
2. The OPERATOR shall submit to the PCOM weekly, monthly, quarterly and end of fiscal year reports for expenses, incomes, and deposits.
3. In addition, the OPERATOR shall submit end of quarter (Sept, Dec, March, and June) reports to the PCOM with the following data:
 - a. Ridership numbers identifying passenger usage by adult, seniors, student, passes, contracts, and other data as requested by the GRANTEE;
 - b. Deny Service Report - including explanation of denial;
 - c. National Transit Database Report showing the total daily vehicle hours and miles driven, the total daily passenger hours and miles riding, and vehicles used; and
 - d. Deposit Report - in detail.
4. The following items shall be reported to the PCOM when they occur:
 - a. Vehicle accidents - include verification driver drug/alcohol test completed within 2 hours of the accident; copy of crash report and all accident-related documents; and other items subsequently requested by PCOM.
 - b. Incidents involving driver or passenger(s) – including such things as complaints, fighting, injuries, physical or verbal abuse, etc. with all related reports.
 - c. Cancellations or significant delays in the Project with explanation.

G. OPERATOR Responsibilities

1. The OPERATOR shall serve as a third-party contractor.
2. The OPERATOR agrees to make their records related to public transportation available to the PCOM.
3. The OPERATOR shall comply with all applicable state and federal laws, including, but not limited to: FTA charter rule, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws and freedom of information laws.
4. The OPERATOR shall comply with all Federal Clauses included in this contract and the master contract with the GRANTEE and IDOT.
5. The OPERATOR shall accept all risk and indemnify and hold the GRANTEE harmless for all losses, damage, claims, demands, liabilities, suits or proceedings including court costs, attorney and witness fees relating to loss or damage of property or to injury or death of any person arising out of the acts or omissions of the OPERATOR, its employees or agents.
6. The Project funded under this contract and uses of vehicles provided by IDOT and titled to the GRANTEE shall be insured with the following coverage by the OPERATOR:
 - a. Commercial Auto Liability – combined single limit of \$2,000,000
 - b. Uninsured and Underinsured Motorist - \$2,000,000
 - c. The GRANTEE must be added as an Additional Insured to the OPERATOR's policy. A current copy of the insurance policy shall be provided to the GRANTEE.

7. The OPERATOR shall provide any necessary training for personnel consistent with the mandates required by IDOT. The GRANTEE reserves the right to hold specialized training in which any OPERATOR employees must attend upon the PCOM's request.
8. The OPERATOR employs all drivers for the Project provided under this contract. Vehicles that have a 16-passenger capacity or more shall be required to have a Commercial Driver's License with a passenger endorsement.
9. The OPERATOR's vehicle operations shall follow IDOT regulations and may be inspected by the GRANTEE at any time but annually at minimum. A vehicle report shall be provided to the PCOM upon request identifying all vehicles including make, model, year, mileage and estimated condition.
10. The OPERATOR shall establish a drug and alcohol testing program conforming to the rules for the FTA under FAST-ACT and shall take precedence over the items contained herein unless made a part of this contract by amendment procedure. Copies of the testing program shall be forwarded to the PCOM.
11. The OPERATOR shall supply additional public transportation services to the public or individual client groups as requested by the GRANTEE provided capacity for such service exists and funding is available.
12. Vehicle purchases, replacement or surplus will be the OPERATOR'S responsibility, with GRANTEE approval.

H. Amendments

Any changes to this contract must be in writing and mutually agreed upon by the GRANTEE and the OPERATOR. Changes must also be in concurrence with IDOT, Office of Intermodal Project Implementation.

I. Termination

Either party through written notice to the other party may initiate cancellation of this contract at least 90 days prior to the date of cancellation.

J. Saving Clause

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

K. Encumbrance of Project Property

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

L. Ethics

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

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

2. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Project or any benefit therefrom.
3. Bonus or Commission. The OPERATOR warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.
4. False or Fraudulent Statements or Claims. The OPERATOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the GRANTEE in connection with the Project, the GRANTEE reserves the right to impose on the Operator the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Sections 3801 et seq., and 49 U.S.C. app. Section 1607a(h), as IDOT may deem appropriate. The terms of U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to the Project.

M. General Audit and Inspections

1. The OPERATOR and its subcontractors certify that it shall maintain, for a minimum of three (3) 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, the GRANTEE, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the OPERATOR agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
2. The OPERATOR shall permit and shall require its contractors to permit the GRANTEE or any other State or Federal agency authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, regarding the Project, and to audit the books, records, and accounts of the OPERATOR and its contractors regarding the Project. The GRANTEE may also require the Operator to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Operator agrees to comply promptly with recommendations contained in the GRANTEE's final audit report.

N. Non-Collusion

The OPERATOR agrees not to pay any bonus, commission, fee or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this contract. No State officer or employee, or member of the State General Assembly or of any unit of local government which contributes to the Project funds shall be admitted to any share of part of this contract or to any benefits arising therefrom.

O. Contract Clarifications

This contract contains the entire contract between the OPERATOR and the GRANTEE. There are no other contracts or understandings, written or verbal, which require any Project subcontractors.

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor

shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs

(a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

\$150,000; or,

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for

awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel. 1. Federal transit laws, specifically 49 U.S.C. § 5323(d);

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Non-discrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Non-discrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Non-discrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation

and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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 Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section 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 paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency 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).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause:

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

2) "United States" means the 50 States, the District of Columbia, and outlying areas.

3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be

deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a 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, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain;

2) Extend or renew a contract to procure or obtain; or

3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for

all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

SPECIAL DOL EEO CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

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

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from

the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt

of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

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

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

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

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

Federal Clauses Continued:

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Except if the Federal Government expressly consents in writing, the Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier to this solicitation and contract.

FALSE STATEMENTS OR CLAIMS/CIVIL AND CRIMINAL FRAUD

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing a contract or agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Project and any subsequent contract or agreement. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate. The contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

ACCESS TO THIRD PARTY CONTRACT RECORDS

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business

day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

CHANGES TO FEDERAL REQUIREMENTS

The Contractor agrees that the most recent of such Federal, State, and Local requirements will govern the administration of the procurement solicitation and any subsequent contract at any particular time, except if there is sufficient evidence in any contract of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Federal Transit Administration (FTA) or the Illinois Department of Transportation (IDOT), the language of which modifies or otherwise conditions the text of the procurement solicitation or contract. Requirements that apply to the Agency, Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal, state or local law, regulation, other requirements, or guidance, or changes in the Agency's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and applicable changes to those federal requirements will apply to this Agreement and parties thereto at any tier.

TERMINATION

The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same, and dispose of it in the manner the Buyer(s) directs.

CIVIL RIGHTS (TITLE VI, ADA, EEO EXCEPT SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS)

The Contractor agrees to and assures that each third party contract at any tier will prohibit discrimination based on race, color, religion, national origin, sex, gender identity, disability, age or veteran's status. Contractor also agrees to prohibit the exclusion from participation in employment or business opportunity for reasons identified in 49 U.S.C. § 5332, as amended, denial from program benefits identified in 49 U.S.C. § 5332, as amended, and discrimination identified in 49 U.S.C. § 5332, as amended, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332, as amended. In addition, the Contractor agrees to comply with applicable Federal or State requirements that may be issued. The Contractor and its subcontractors agree to, and assure that it will comply with all applicable Federal and State of Illinois Equal Employment Opportunity (EEO) laws and regulations. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. 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 compensation, and selection for training, including apprenticeship. The Contractor also agrees to assist the Buyer in obtaining compliance with implementing any new requirements FTA may issue, including but not limited to:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as amended,
- (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note.), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as amended,
- (d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," as amended and
- (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability. In the event of the Contractor's non-compliance with the provisions of the following Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and any subsequent 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. The contractor agrees to and assures that each third-party participant will prohibit discrimination based on race, color or national origin. Additionally, will comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., as amended, U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," as amended, 49 C.F.R. part 21, as amended, and Federal transit law, specifically 49 U.S.C. § 5332, as amended. Contractor agrees to comply with the most recent Title VI Requirements and federal or state guidance that may be issued. (f) The Consultant agrees to ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech.

SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS

The contractor agrees to comply when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," as amended, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," as amended. See the Equal Employment Opportunity Compliance section for additional requirements relating to Equal Employment Opportunity compliance.

DISADVANTAGED BUSINESS ENTERPRISES (DBES)

To the extent authorized by applicable federal laws, regulations, or requirements, the contractor agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs). In conjunction with the performance of any subsequent Agreement, the Contractor will cooperate with the Buyer(s) in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and will use its best efforts to insure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontract work under any subsequent Agreement. If a DBE goal is requested in the solicitation, the contractor certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. Additionally, DBE firms selected must

only perform the type of work that they were certified to perform. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of Buyer. Disadvantaged Business Enterprises (DBE's), which are awarded a contract or an agreement by the Buyer or Contractor (subcontracts), are advised that failure to adhere to DBE requirements and policies may result in: the termination of this contract, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding opportunities as non-responsible. A prime contractor cannot terminate a DBE subcontractor or supplier for convenience without written consent of the owner. If the prime contractor wishes to remove a DBE firm from the contract for any reason, the selected prime contractor must maintain documents that the following steps were adhered to:

Notify the Owner immediately of any Delays or incomplete work by the DBE firm.

Give the DBE firm a notice to cure and give them 7 days to respond or provide an acceptable schedule to complete the work.

If the DBE firm fails to cure the situation or complete the work on time, the prime contractor must get approval from the owner to remove the DBE firm from the project. The prime contractor must then make good faith efforts to find another DBE firm(s) to perform a commercially useful function for the project. The DBE firm(s) must perform at least the same value of work under the contract, to the extent needed to meet the contract goal established in the solicitation. The new DBE firm(s) may perform a different function than the initial DBE, but any change in subcontractor from the original bid/proposal must be approved by the owner in writing. Disadvantaged Business Enterprises, which are awarded a contract or an agreement by the Buyer or the Contractor (subcontracts) are advised that failure to adhere to DBE requirements and policies, as defined in 49 CFR Part 26, constitutes a breach of contract.

INCORPORATION OF FTA TERMS

As a condition of a Bid or Proposal submittal, it is the responsibility of the Contractor to ensure all applicable solicitation clauses, terms, and conditions, are included in all subcontracted work contracts or agreements.

Debarment and Suspension

The Contractor agrees to comply with federal debarment and suspension requirements, and Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200. The Contractor hereby certifies that it is not currently listed among the General Services Administration's (GSAs) "List of Parties Excluded From Federal Procurement or Non-procurement Programs" which are debarred, suspended, ineligible, or otherwise excluded from participation in performing any work funded in whole or in part with federal financial assistance. During the performance of the work described in a procurement solicitation and any subsequent Agreement, should the Contractor be placed on the GSA's "List of Parties Excluded From Federal Procurement or Non-procurement Programs", it will notify the Buyer(s) immediately of this change in status. A certification form is normally included with the Exhibits section of any procurement solicitation. Contractors may not normally participate in a procurement solicitation, if they are listed on any Local, State, or Federal debarment program. A fully-detailed request for waiver may be submitted for consideration, if a Contractor believes their appearance on a debarment list is inaccurate or unjustified. Contractor must provide a similar provision in each lower tier covered transaction and check [sam.gov](https://www.sam.gov) for any subcontract \$25,000 or over.

BUY AMERICA

This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Manufactured goods must be 100-percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies. This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. When procuring rolling stock, which includes train control, communication, traction power equipment, and rolling stock prototypes, the cost of the components and subcomponents produced in the U.S. must be:

more than 60 percent for FY2016 and FY2017

more than 65 percent for FY2018 and FY2019

more than 70 percent for FY2020 and beyond

Final assembly for rolling stock also must occur in the U.S. Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 U.S.C. § 5323(m) and 49 CFR part 663. For rolling stock purchases for which the average cost of the vehicle is more than \$300,000, the FAST Act allows the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells to be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes

Except as otherwise provided in any subsequent Contract, any dispute concerning a question of fact arising under a contract, which is not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to a written response and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, Buyer shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. FTA's review of protests is limited to allegations that the Grantee (Buyer) failed to follow the above procedure. This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in an Agreement or Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Breach of Contract

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under any subsequent contract or agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of any subsequent contract or agreement, the Buyer(s) shall thereupon have the right to terminate any subsequent contract or agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In such event, all unfinished drawings, maps, photographs or other material prepared by the Contractor under any subsequent contract or agreement shall, at the option of the Buyer(s), become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, materials, or equipment. Notwithstanding the above, the Contractor shall not be relieved of liability to the Buyer(s) for damages sustained by the Buyer, by virtue of any breach of any subsequent contract or agreement by the Contractor, and the Buyer(s) may withhold any payments to the Contractor until such time as the final compensation to the Contractor is determined.

Any subsequent contract or agreement also may be terminated at the discretion of both parties due to circumstances beyond the control of the Contractor, such as national disaster, acts of God, or strikes by organized labor unions.

Termination for Default

If the Contractor does not deliver goods or materials in accordance with any subsequent contract delivery schedule, or, if any subsequent contract is for services, the Contractor fails to perform in the manner called for in a subsequent contract, or if the Contractor fails to comply with any other provisions of a subsequent contract, the Buyer(s) may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for goods or materials delivered and accepted, or services performed in accordance with the manner of performance set forth in any contract.

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

Determination of Outstanding Fees at Time of Termination

The Buyer(s) may terminate any subsequent contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for the convenience of the Buyer(s) or for default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the given contract. The Contractor shall account for any property in its possession paid for with funds received from the Buyer(s), or property supplied to the Contractor by the Buyer(s). The Contractor shall promptly submit its termination claim to the Buyer(s) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Buyer(s), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If the termination is for default, the Buyer(s) may determine the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination.

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

LOBBYING

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

CLEAN AIR

The contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

CLEAN WATER

The contractor agrees to comply with all applicable standards, orders and regulations issued relating to the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

CARGO PREFERENCE

For any transport of property or persons, solicitation respondents agree to comply with 46 U.S.C. § 55305 and the U.S. Maritime Administration regulations, "Cargo Preference- Use of U.S. Flag Vessels", 46C.F.R., Part 381, to the extent said regulations apply to the project. The regulations require that U.S. Flag vessels be used to transport at least 50 percent of any federally assisted property. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

FLY AMERICA

For any transport of property or persons, solicitation respondents understand and agree that the Buyer, when using Federal funds, will not participate in the costs of international air transportation of any persons involved in, or property acquired for the project, unless air transportation is provided by U.S. Flag air carriers, to the extent that air service by U.S. Flagged air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C., Subsection 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers", 41 C.F.R., Subsections 301-10.131 through 301-10.143. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project.

A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

DAVIS-BACON ACT

The contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for third party subcontract work under the Project, and agrees to refrain from awarding any affected third party subcontract until the Buyer or Contractor agrees to the required wage determination. The contractor agrees to report suspected violations to the buyer.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The contractor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contracts that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

COPELAND ANTI-KICKBACK ACT

The contractor agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), as amended, in addition to other requirements that may apply. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The contractor agrees to report suspected and reported violations to the buyer.

BONDING -- (IDOT has lowered the bond threshold for Federal pass-through funds to \$100,000.)

Performance bonds are required for construction projects costing in excess of One Hundred Thousand Dollars (\$100,000). The Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price. Performance bonds may also be required in other instances, with the bond percentage to be determined in the contract award.

SEISMIC SAFETY

The contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, "Seismic Safety," 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117, as amended for any new buildings and additions to any existing buildings.

PATENT RIGHTS

The Federal Government may acquire patent rights when the contractor produces a patented or patentable invention, improvement, or discovery. The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through this Underlying Agreement, or when a patent is issued or patentable information becomes available as described in the Master Agreement, the contractor or Buyer will notify FTA immediately and provide a detailed report satisfactory to FTA. Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 et seq and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401.

RIGHTS IN DATA AND COPYRIGHTS

For projects funded through a Federal award with FTA for experimental, developmental, or research work purposes, depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. Subject data includes, but is not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.

ENERGY CONSERVATION

The Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., as amended.

RECYCLED PRODUCTS

The Contractor agrees to give preference to the purchase and/or provision of recycled products or products that conserve natural resources, where appropriate and applicable, for use in this acquisition, pursuant to the various Environmental Protection Agency (EPA) guidelines contained in 40 CFR, Parts 247-254, as amended.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Solicitation respondents agree to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by Section 5206(e) of TEA-21, 23 U.S.C. Subsection 502 note, and with FTA Notice: "FTA National ITS Architecture Policy on Transit Projects"; 66 Federal Regulations 1455 seq., January 8, 2001, and other subsequent Federal directives that may be issued regarding ITS.

ADA ACCESS

The Contractor agrees to comply with and assure that they, and any subsequent subcontractor providing work, materials, equipment, or services under a procurement Project, solicitation, or contract will comply with all applicable State and Federal requirements, including but not limited to the most recent guidelines on the Americans with Disability Act of 1990 (ADA), DOT Public Transportation Regulations and the Section 504 of the Rehabilitation act of 1973 and the Architectural Barriers act of 1968, as amended, which requires that buildings and public accommodations be accessible to individuals with disabilities. Contracts for rolling stock or facilities design/construction/renovation must comply with the accessibility requirements of the state of Illinois and Federal requirements.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use -The Contractor is encouraged to adopt and promote on the job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company leased" refer to vehicles owned or leased either by the Contractor or Agency. **Distracted Driving** - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this Contract.

TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not: (A) engage in severe forms of trafficking in persons during the Contract Term; (B) procure a commercial sex act during the Contract Term; or (C) use forced labor in the performance of the Contract. Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. b. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. c. See Public Law 115232, section 889 for additional information. d. See also § 200.471.

STATE CLAUSES

COMPLETE SCOPE

(This requires a paragraph that clearly states the complete scope of the project.)

ACCESS TO THIRD PARTY CONTRACT RECORDS

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

BONDING

Performance bonds are required for construction projects costing in excess of One Hundred Thousand Dollars (\$100,000). The Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price. Performance bonds may also be required in other instances, with the bond percentage to be determined in the contract award.

TERMINATION

The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same, and dispose of it in the manner the Buyer(s) directs.

LOBBYING

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been

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

CERTIFIED PAYROLLS

As applicable (normally construction and service contracts), the Buyers shall obtain from the Contractor, and each subcontractor, a certified copy of each weekly payroll within seven (7) days after the submission of an invoice for completed work. Following a review by the Buyers, or their designated agent, for compliance with state and federal labor laws, the payroll copy shall be retained by the Buyers, for later review by the authorized representatives of the appropriate State of Illinois or Federal agencies.

METHOD OF PAYMENT

(This requires a paragraph that clearly states the method of payment.)

CONTRACT PERIOD

(This requires a paragraph that clearly states the contract period. (i.e. the start date and finish date)

FINANCIAL ASSISTANCE ACKNOWLEDGEMENT

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the Buyer, the Illinois Department of Transportation, and/or the United States Department of Transportation.

PROHIBITED INTEREST OF LOCAL OFFICIAL

No member, or officer, or employee of Carroll County, or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

CONTRACT CHANGES

Any proposed change in this contract shall be submitted to Carroll County for its prior approval.

SUBCONTRACTS

The Contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the Buyer(s). All such subcontracts and agreements shall be approved by the Buyer(s).

VENDOR REGISTRATION WITH ILLINOIS DEPARTMENT OF HUMAN RIGHTS

Vendor must provide proof of Registration with the Illinois Department of Human Rights

ASSIGNMENT

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Buyer(s) reserve the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

RETENTION OF RECORDS

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following the Buyer's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that the Buyer or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

OWNERSHIP OF DOCUMENTS

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

GOVERNMENT (IL) INSPECTION

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

INSURANCE

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Buyers and any specific insurance requirements noted in a procurement solicitation.

At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent or revised insurance requirements may be required.

The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

1. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.
2. Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.
3. Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:
 - a. Operations - Premises Liability;
 - b. Independent Contractor's Liability;
 - c. Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;
 - d. Products Liability;
 - e. Completed Operations Liability;
 - f. Personal Injury Liability, including claims arising from employees of the contractor; and
 - g. Broad Form Property Damage Liability.
4. Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

The Contractor shall indemnify and hold the Buyer harmless against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the performance of the work described in any subsequent contract or agreement for this Project. Notwithstanding, the Buyer reserves all claims or rights of action against the Contractor as may be required in the best interests of the Buyer.

The Buyer shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with the Buyer listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement. The Contractor's insurer shall agree to give the Buyer a minimum of ten (10) calendar days advance written notice of a cancellation of insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liabilities in excess of such coverage. The Contractor and all of its insurers shall waive all rights of recovery or subrogation against the Buyer and their insurance companies. Both parties agree to provide prompt notice in writing of the institution of any suit or proceeding and permit defense of the same, and will provide all needed information and assistance to enable either party to do so. The Contractor shall give immediate notice to Buyer of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

When applicable, the Contractor shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the Contractor, for their levels of Project participation. The Contractor shall be liable to the extent that any subcontractor insurance coverage is inadequate. Subcontractors shall submit insurance certificates evidencing coverage, prior to any commencement of work. The Buyer reserves the right to inspect Contractor and Subcontractor insurance policies, in regard to insurance requirements, prior to the commencement of any work.

PRIME CONTRACTOR PARTICIPATION

When appropriate, normally construction and service-related contracts, the selected Contractor will be designated the prime contractor and shall normally perform, with his own staff, work equivalent to at least fifty percent (50%) of the total amount of work for the Project. Only non-equipment and materials pay items of a contract will be used in computing the total amount of work conducted by the prime contractor at the work site. The participation percentage of a prime contractor is normally negotiable until finalized in an awarded contract.

WARRANTY OF CONSTRUCTION

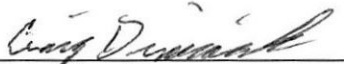
A warranty of construction will normally be provided for construction projects. Construction warranties will normally be for a minimum period of one (1) calendar year, unless otherwise noted in the contract award, from the date of each Project completion, as evidenced by the date of final acceptance of the work. At a minimum, the Contractor warrants that work performed under any contract conforms to the contract requirements and is free of any defect of equipment, material, or workmanship performed by the Contractor or any of its subcontractors or suppliers. The Buyers shall be entitled to all warranties as provided by law.

Under this warranty condition, the Contractor shall remedy at its own expense any such failure to conform, or any such defect. Nothing in the above intends or implies that this warranty provision shall apply to work which has been abused or neglected by the Buyer. The Contractor shall not limit or exclude any implied warranties, and any attempt to do so shall render a contract voidable at the option of the Buyer. The Contractor warrants that the goods and equipment furnished will conform to the specifications, drawings, plans, descriptions or requirements noted in the solicitation or submittal packages, and any subsequent contract or agreement, as amended. The Contractor warrants that any construction services, work, or materials purchased by the Buyer will conform to the standards promulgated by the U.S. Department of Labor, under the Occupational Safety and Health Act (OSHA) of 1970. Construction warranties may be covered in further detail by the Construction Specifications of a given solicitation package.

This contract is for one year beginning on July 1, 2025 and ending on June 30, 2026.

Julie Bickelhaupt
Carroll County Board Chairman

Date



Craig Dimmick
Carroll County Senior Services
Organization Board Chairman

03-12-25

Date

Greetings,

This email is to notify Carroll County of its SFY26 DOAP and 5311 appropriated funding levels. IDOT released the applications in BlackCat this morning Monday January 27, 2025. For DOAP, Carroll County has a tentative appropriation of \$650,900. Please note that DOAP funding is subject to annual legislative authorization and could change. For SFY26 5311 funding, Carroll County will receive the following amount(s) to support its transit program:

- SFY26 Base 5311 \$50,592
- SFY26 Only Increase \$5,059
- Total SFY26 5311 \$55,652

- ICB (If applicable) \$ N/A

The "SFY26 Only Increase" is a one year only increase due to the IIJA. This will be the final year of the one year only increase due to the projected decrease in the States 5311 apportionment. The 5311 funding amount is meant to cover both Administrative and Operating expenses, which you may elect to adjust compared to prior funding year splits. Your applications are due by Tuesday April 1st.

Exhibit I

*Please ensure that you are completing Exhibit I to include ALL facilities and land that is owned by your transit agency. If you don't have all the information, please complete it as much as possible. **In the Location of Asset column, please include the address of the facility/land.** You should ensure that the information you are completing here is also what you are putting on the CAN/TAM plan forms. If you are using any part of the facility for shared use (someone is renting/leasing space from you) please indicate that in the Capital Asset Use or Description box.*

Sincerely,

Marcel Mayes

*Northern Transit Operation Project Manager
Office of Intermodal Project Implementation (OIPI)
Illinois Department of Transportation (IDOT)
69 West Washington, Suite 2100
Chicago, IL 60602
312-793-0288*

Grant Amount Breakdown for FY26					
CCT		PCOM		Total Grant Amounts	
5311	DOAP	5311	DOAP	5311 Total	DOAP Total
\$ 14,652.00	\$ 599,900.00	\$ 41,000.00	\$ 51,000.00	\$ 55,652.00	\$ 650,900.00

Above is the explanation of how the grant amounts are being split between the PCOM budget, which was set by the Carroll County Board, and the Carroll County Senior Center/Carroll County Transit budget.