



Kane County

KC Transportation Committee

Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

DAVOUST, Daugherty, Berman, Iqbal, Kious, Lenert, Roth, & ex-officios Ford (County Development Chair) & Pierog (County Chair) and Tepe (County Vice Chair)

Tuesday, May 21, 2024

9:00 AM

County Board Room

1. **Call To Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Approval of Minutes: April 16, 2024**
5. **Public Comment (Agenda Items)**
6. **Public Comment (Non-Agenda Items)**
7. **Finance**
 - A. April Transportation Committee Finance Reports
 - B. FY2025 Transportation Budget Development - Personnel
 - C. **Resolution:** Authorizing Job Position and Title Changes for the Kane County Division of Transportation
8. **Maintenance**
 - A. Maintenance Report
 - B. **Resolution:** Approving Adopt-A-Highway Applicants
9. **Planning & Programming**
 - A. Planning & Programming Report
 - B. **Resolution:** Approving a Technical Services Agreement between the Regional Transportation Authority and the County of Kane for the Ride in Kane Program, Contract Number S5310-2021-11, Federal Project Number IL-2022-025, FY2020-21 Section 5310 Mobility Management (Transfer Funds)
 - C. **Resolution:** Approving a Technical Services Agreement between the Regional Transportation Authority and the County of Kane for the Ride in Kane Program, Contract Number S5310-2021-12, Federal Project Number IL-2022-025, Phase 19&20 Operating

- D. **Resolution:** Approving an Intergovernmental Agreement for Transportation Planning Activities
- E. **Resolution:** Approving the Kane County 5-Year FY2024-2028 Transportation Improvement Program (TIP)
- 10. **Permitting**
 - A. Permitting Report
- 11. **Traffic Operations**
 - A. Traffic Operations Report
- 12. **Project Implementation**
 - A. Project Implementation Report
 - B. **Resolution:** Approving a Contract for Construction with Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois for 2024 Kane County Paint Pavement Marking Program, Kane County Section No. 24-00000-03-GM
 - C. **Resolution:** Approving Sugar Grove Township Utilization of the 2024 Kane County Paint Pavement Marking Contract with Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois for the 2024 Sugar Grove Township Maintenance, Section No. 24-15000-02-GM
 - D. **Resolution:** Approving a Contract for Construction with Martam Construction, Inc. of Elgin, Illinois for Hughes Road Culvert Improvement and Guardrail Replacement Project, Kane County Section No. 23-00569-00-GR
 - E. **Resolution:** Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for 2024 Batavia Township Road District, Section No. 24-02000-01-GM
 - F. **Resolution:** Approving a Contract for Construction with AC Pavement Striping Co. of Elgin, Illinois for 2024 Big Rock Township Bituminous Surface Treatment Project, Section No. 24-03000-01-GM
 - G. **Resolution:** Approving a Contract for Construction with Peter Baker and Son Co. of Lake Bluff, Illinois for 2024 Plato Township Road District, Section No. 24-12000-01-GM
 - H. **Resolution:** Approving a Contract for Construction with J.A. Johnson Paving Co. of Arlington Heights, Illinois for 2024 Rutland Township Road District, Section No. 24-13000-01-GM
- 13. **Reports Placed On File**
- 14. **Executive Session (If Needed)**
- 15. **New Business**

16. Adjournment



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/24 - 04/30/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 50140 - Engineering Services											
1059 - Christopher B. Burke Engineering, Ltd.	189598	21-00480-01-SM; EngAssitance.OnCallEn virCBEL - 1/01/24-1/27/24	Paid by EFT # 87317		02/01/2024	04/11/2024	04/11/2024		04/22/2024	1,625.50	
1059 - Christopher B. Burke Engineering, Ltd.	190231	21-00480-01-SM; EngAssitance.OnCallEn virCBEL - 01/28/24-02/24/24	Paid by EFT # 87317		02/29/2024	04/11/2024	04/11/2024		04/22/2024	12,138.08	
1059 - Christopher B. Burke Engineering, Ltd.	190885	21-00480-01-SM; EngAssitance.OnCallEn virCBEL - 2/25/24-3/30/24	Paid by EFT # 87317		04/05/2024	04/11/2024	04/11/2024		04/22/2024	8,180.50	
1059 - Christopher B. Burke Engineering, Ltd.	190884	21-00480-01-SM; EngAssitance.OnCallEn virCBEL 2/25-3/30/24	Paid by EFT # 87317		04/05/2024	04/11/2024	04/11/2024		04/22/2024	1,927.50	
									Account 50140 - Engineering Services Totals	Invoice Transactions 4	\$23,871.58
Account 50150 - Contractual/Consulting Services											
7398 - GIS Solutions Inc	101494	KDOT; GIS Professional Svcs 23-00567-00-AM February Services	Paid by EFT # 87097		03/13/2024	03/25/2024	03/25/2024		04/08/2024	9,337.50	
7398 - GIS Solutions Inc	101474	KDOT; GIS Professional Svcs 23-00567-00-AM Software updates	Paid by EFT # 87398		01/10/2024	04/09/2024	04/09/2024		04/22/2024	5,655.00	
7398 - GIS Solutions Inc	101498	KDOT; GIS Professional Svcs 23-00567-00-AM - Feb 2024 Serv	Paid by EFT # 87398		04/05/2024	04/09/2024	04/09/2024		04/22/2024	1,595.00	
									Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions 3	\$16,587.50
Account 50160 - Legal Services											
1168 - J Patrick Jaeger	030124-01-46	Legal Fees-ROW Attorney, Land Acq Svcs - March 2024	Paid by Check # 383934		03/01/2024	03/26/2024	03/26/2024		04/08/2024	4,000.00	
									Account 50160 - Legal Services Totals	Invoice Transactions 1	\$4,000.00
Account 50340 - Software Licensing Cost											
12407 - Diglet LLC	KANE20240301	KDOT: Diglet UtilLocTktMgmtSystem - March 2024	Paid by EFT # 87355		04/01/2024	04/04/2024	04/04/2024		04/22/2024	250.00	
4526 - Fifth Third Bank	9581-MW-03/24	5/3 - Way- 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	49.00	
									Account 50340 - Software Licensing Cost Totals	Invoice Transactions 2	\$299.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 52000 - Disposal and Water Softener Svcs											
3509 - DS Services of America, Inc. dba Primo Water NA	23848151 031624	KDOT: Bottled Drinking Water - Feb/Mar Water	Paid by EFT # 87074		03/16/2024	03/25/2024	03/25/2024		04/08/2024	220.29	
1216 - Waste Management of Illinois - West	4273276-2011-3	KDOT BPO: Waste Disposal Services 3/01-3/15/24	Paid by EFT # 87231		03/18/2024	03/27/2024	03/27/2024		04/08/2024	479.70	
1216 - Waste Management of Illinois - West	4274007-2011-1	KDOT BPO: Waste Disposal Services - 3/16-3/31/24	Paid by EFT # 87625		04/01/2024	04/04/2024	04/04/2024		04/22/2024	499.20	
									Account 52000 - Disposal and Water Softener Svcs Totals	Invoice Transactions 3	<u>\$1,199.19</u>
Account 52010 - Janitorial Services											
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	465	KDOT; Janitorial Cleaning Services 2/13/24-2/25/24	Paid by EFT # 87157		03/01/2024	03/25/2024	03/25/2024		04/08/2024	1,250.00	
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	473	KDOT; Janitorial Cleaning Services - 2/27-3/07/24	Paid by EFT # 87513		03/22/2024	04/04/2024	04/04/2024		04/22/2024	937.50	
									Account 52010 - Janitorial Services Totals	Invoice Transactions 2	<u>\$2,187.50</u>
Account 52110 - Repairs and Maint- Buildings											
10188 - Tri-County Garage Door, Inc.	15427	KDOT: Service Call - Broken Springs Bldg E RHW #5	Paid by EFT # 87214		01/22/2024	03/21/2024	03/21/2024		04/08/2024	1,500.00	
5933 - Urban Elevator Service LLC	15196313-041011	KDOT BPO: Elevator Maint & Rope Test, Bldg A - April 2024	Paid by EFT # 87611		04/01/2024	04/04/2024	04/04/2024		04/22/2024	317.49	
									Account 52110 - Repairs and Maint- Buildings Totals	Invoice Transactions 2	<u>\$1,817.49</u>
Account 52120 - Repairs and Maint- Grounds											
13994 - Peters Electric & Technology, Inc.	6651	KDOT: Modify/Repair Electrical Panel Bldg B - Electric Vehicle	Paid by EFT # 87160		03/15/2024	03/25/2024	03/25/2024		04/08/2024	1,215.00	
									Account 52120 - Repairs and Maint- Grounds Totals	Invoice Transactions 1	<u>\$1,215.00</u>
Account 52140 - Repairs and Maint- Copiers											
8930 - Impact Networking, LLC	3189211	KC04; KDOT BPO-Bizhub 552 CopierMnt - 2/15/24-4/14/24	Paid by EFT # 87120		03/15/2024	03/25/2024	03/25/2024		04/08/2024	35.20	
13153 - Toshiba America Business Solutions, Inc	6235991	KDOT; Toshiba eStudio4505AC ColorCopMain 2/15/24-3/14/24	Paid by EFT # 87211		03/11/2024	03/25/2024	03/25/2024		04/08/2024	105.69	



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Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 52140 - Repairs and Maint- Copiers											
8930 - Impact Networking, LLC	3195105	KC04; KDOT BPO- Bizhub 754 Cop Maint - 2/29-4/29/24	Paid by EFT # 87434		03/25/2024	04/04/2024	04/04/2024		04/22/2024	53.90	
									Account 52140 - Repairs and Maint- Copiers Totals	Invoice Transactions 3	<u>\$194.79</u>
Account 52160 - Repairs and Maint- Equipment											
9925 - Sunbelt Rentals	150875610-0001	KDOT: Yrly Inspection on Unit #182	Paid by EFT # 87199		02/26/2024	03/21/2024	03/21/2024		04/08/2024	277.50	
4526 - Fifth Third Bank	9929-CS-03/24	5/3 - Schoedel - 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	536.83	
									Account 52160 - Repairs and Maint- Equipment Totals	Invoice Transactions 2	<u>\$814.33</u>
Account 52230 - Repairs and Maint- Vehicles											
5729 - Elburn Radiator & Repair	5989	KDOT: Test Air Cooler Trk#5	Paid by Check # 383911		03/18/2024	03/21/2024	03/21/2024		04/08/2024	120.00	
9287 - Rush Truck Centers of Illinois, Inc.	3035854281	295813 KDOT: Service on Unit #98, Engine Light	Paid by EFT # 87176		01/31/2024	03/21/2024	03/21/2024		04/08/2024	217.80	
									Account 52230 - Repairs and Maint- Vehicles Totals	Invoice Transactions 2	<u>\$337.80</u>
Account 53100 - Conferences and Meetings											
4526 - Fifth Third Bank	9929-CS-03/24	5/3 - Schoedel - 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	350.00	
4526 - Fifth Third Bank	9581-MW-03/24	5/3 - Way- 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	104.00	
14316 - George Kandathil	040824	PEV - Kandathil - CMAP Conferences	Paid by EFT # 87450		04/08/2024	04/12/2024	04/12/2024		04/22/2024	70.60	
13311 - Heidi Lichtenberger	032724	PEV - Lichtenberger - March CMAP, Kane County Reg Plan Meeting	Paid by EFT # 87466		03/27/2024	04/12/2024	04/12/2024		04/22/2024	77.43	
4478 - Thomas B. Rickert	040324	PEV - Rickert - Conference, Mileage	Paid by EFT # 87550		04/03/2024	04/12/2024	04/12/2024		04/22/2024	55.25	
									Account 53100 - Conferences and Meetings Totals	Invoice Transactions 5	<u>\$657.28</u>
Account 53120 - Employee Mileage Expense											
4478 - Thomas B. Rickert	040324	PEV - Rickert - Conference, Mileage	Paid by EFT # 87550		04/03/2024	04/12/2024	04/12/2024		04/22/2024	60.30	
									Account 53120 - Employee Mileage Expense Totals	Invoice Transactions 1	<u>\$60.30</u>
Account 60000 - Office Supplies											
3060 - Grainger Inc	9044253657	857035364 KDOT: Big Tall Office Chair Black	Paid by EFT # 87101		03/07/2024	03/21/2024	03/21/2024		04/08/2024	305.23	
1802 - Staples Business Advantage	3562248555	KDOT: Sharpie, Fine Pt Markers, Med Wt Forks	Paid by Check # 383958		03/16/2024	03/26/2024	03/26/2024		04/08/2024	48.47	



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Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 60000 - Office Supplies											
1802 - Staples Business Advantage	3562248556	KDOT: correction fluid	Paid by Check # 383958		03/16/2024	03/26/2024	03/26/2024		04/08/2024	33.10	
5540 - The Tree House Inc	125368	KDOT: Permitting - Canon Toner	Paid by Check # 383963		02/27/2024	03/26/2024	03/26/2024		04/08/2024	77.45	
5540 - The Tree House Inc	125387	KDOT: Front Desk Toner	Paid by Check # 383963		02/28/2024	03/26/2024	03/26/2024		04/08/2024	86.90	
5540 - The Tree House Inc	123974-1	KDOT: Sign Shop - black ink cartridge	Paid by Check # 384092		01/01/2024	04/04/2024	04/04/2024		04/22/2024	81.80	
4526 - Fifth Third Bank	9929-CS-03/24	5/3 - Schoedel - 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	138.74	
4526 - Fifth Third Bank	9581-MW-03/24	5/3 - Way- 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	555.04	
11058 - JP Morgan Chase Bank N.A.	1666-CS-03/04	Chase - Schoedel - 04/22/24	Paid by EFT # 87446		03/29/2024	04/08/2024	04/08/2024		04/22/2024	99.03	
									Account 60000 - Office Supplies Totals	Invoice Transactions 9	<u>\$1,425.76</u>
Account 60010 - Operating Supplies											
2225 - Cintas Corporation	5203190931	KDOT BPO: First Aid/Safety Sup	Paid by Check # 384000		03/21/2024	04/04/2024	04/04/2024		04/22/2024	337.61	
4526 - Fifth Third Bank	9929-CS-03/24	5/3 - Schoedel - 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	82.64	
4526 - Fifth Third Bank	9581-MW-03/24	5/3 - Way- 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	86.58	
11058 - JP Morgan Chase Bank N.A.	1666-CS-03/04	Chase - Schoedel - 04/22/24	Paid by EFT # 87446		03/29/2024	04/08/2024	04/08/2024		04/22/2024	212.90	
11683 - Russo Power Equipment	SP120553308	1257372 KDOT: Protective Shirt XL - Chain Saw	Paid by EFT # 87557		03/22/2024	04/04/2024	04/04/2024		04/22/2024	213.98	
									Account 60010 - Operating Supplies Totals	Invoice Transactions 5	<u>\$933.71</u>
Account 60340 - Buildings and Grounds Supplies											
3060 - Grainger Inc	9041790636	857035364 KDOT: Paper Towel Roll	Paid by EFT # 87101		03/05/2024	03/21/2024	03/21/2024		04/08/2024	467.84	
3060 - Grainger Inc	9043930693	857035364 KDOT: Urinal Block, Vacuum Breaker	Paid by EFT # 87101		03/06/2024	03/21/2024	03/21/2024		04/08/2024	163.06	
1633 - Culligan Tri City Soft Water	28861	24786 KDOT: Water Softener Svc, 2 Units - 03/01-03/31/24	Paid by Check # 383907		03/01/2024	03/21/2024	03/21/2024		04/08/2024	90.00	
1679 - McMaster-Carr Supply Co	23640199	186811900 KDOT: Alum 90 Degree Angle	Paid by EFT # 87141		03/12/2024	03/21/2024	03/21/2024		04/08/2024	26.61	
1679 - McMaster-Carr Supply Co	24155730	186811900 KDOT: Blk Oxide Steel Shackle with Screw Pin	Paid by EFT # 87141		03/21/2024	03/26/2024	03/26/2024		04/08/2024	77.70	



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Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 60340 - Buildings and Grounds Supplies											
1679 - McMaster-Carr Supply Co	24683379	186811900 KDOT: Shatter Resist Safety Mirror	Paid by EFT # 87475		04/01/2024	04/04/2024	04/04/2024		04/22/2024	221.42	
1679 - McMaster-Carr Supply Co	24903200	186811900 KDOT: Plastic Pipe fitting for Water	Paid by EFT # 87475		04/04/2024	04/09/2024	04/09/2024		04/22/2024	991.73	
1390 - Menards, Inc.	75897	35030351 KDOT: 9in Mag Glo-View Torpedo	Paid by Check # 384062		03/01/2024	04/12/2024	04/12/2024		04/22/2024	25.58	
1390 - Menards, Inc.	76646	35030351 KDOT: Hose, Hacksaw, Screwdriver, RecipBlade, Dawn	Paid by Check # 384062		03/14/2024	04/12/2024	04/12/2024		04/22/2024	271.07	
1390 - Menards, Inc.	77310	35030351 KDOT: Sewage Pump Vert, Coupling, Pvc Pipe	Paid by Check # 384062		03/26/2024	04/12/2024	04/12/2024		04/22/2024	462.42	
1390 - Menards, Inc.	77361	35030351 KDOT: 2000 Watt Element	Paid by Check # 384062		03/27/2024	04/12/2024	04/12/2024		04/22/2024	9.99	
1390 - Menards, Inc.	78324	35030351 KDOT: 32400L 5K Rnd Highbay Lights, Dr Cloth, Paint	Paid by Check # 384062		04/11/2024	04/12/2024	04/12/2024		04/22/2024	636.59	
1390 - Menards, Inc.	78162	35030351 KDOT: Storage Locker	Paid by Check # 384062		04/09/2024	04/12/2024	04/12/2024		04/22/2024	358.00	
4526 - Fifth Third Bank	9929-CS-03/24	5/3 - Schoedel - 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	21.95	
4526 - Fifth Third Bank	9581-MW-03/24	5/3 - Way- 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	68.99	
3060 - Grainger Inc	9062620811	857035364 KDOT: Ext Sign, Battery	Paid by EFT # 87406		03/22/2024	04/11/2024	04/11/2024		04/22/2024	281.53	
11058 - JP Morgan Chase Bank N.A.	5940-MW-03/04	Chase - Way - 04/22/24	Paid by EFT # 87446		03/29/2024	04/08/2024	04/08/2024		04/22/2024	817.84	
1680 - Acuity Specialty Products- Zep Manufacturing Co	9009623718	KDOT: CherryBombHandCleaner, ZEP Gold Touch, ZEP Lotion Soap	Paid by EFT # 87253		03/28/2024	04/09/2024	04/09/2024		04/22/2024	396.83	
									Account 60340 - Buildings and Grounds Supplies Totals	Invoice Transactions 18	\$5,389.15
Account 60370 - Tools											
14039 - Skidril Industries, LLC	1802607	KDOT: Replacing Broken Drive Cap for Hyd Hammer	Paid by EFT # 87185		02/27/2024	03/25/2024	03/25/2024		04/08/2024	850.00	
									Account 60370 - Tools Totals	Invoice Transactions 1	\$850.00



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Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 60380 - Liquid Salt											
2109 - Gasaway Distributors, Inc.	1062695	KDOT: Salt Brine - Main Shop	Paid by EFT # 87095		12/28/2023	03/25/2024	03/25/2024		04/08/2024	2,566.14	
2109 - Gasaway Distributors, Inc.	1062906	KDOT: *Credit Memo* for Overcharge on Salt Brine	Paid by EFT # 87095		03/13/2024	03/25/2024	03/25/2024		04/08/2024	(585.26)	
									Account 60380 - Liquid Salt Totals	Invoice Transactions 2	\$1,980.88
Account 60430 - Sign Material											
1325 - Priority Products, Inc.	1001442	KDOT BPO-Sign Material/Hardware - Nylon Insert, Dome Rivets	Paid by Check # 383952		03/21/2024	03/26/2024	03/26/2024		04/08/2024	239.20	
1325 - Priority Products, Inc.	1001442-001	KDOT BPO-Sign Material/Hardware - Dome Head Alum Rivets	Paid by Check # 384076		04/03/2024	04/09/2024	04/09/2024		04/22/2024	73.76	
5749 - 3M Company	9427678261	KDOT: 3M Roll Goods	Paid by Check # 383982		03/13/2024	04/04/2024	04/04/2024		04/22/2024	2,349.75	
5749 - 3M Company	9427745195	KDOT: 3M Roll Goods	Paid by Check # 383982		03/18/2024	04/04/2024	04/04/2024		04/22/2024	819.00	
5749 - 3M Company	9427805205	KDOT: 3M Roll Goods	Paid by Check # 383982		03/21/2024	04/04/2024	04/04/2024		04/22/2024	682.50	
5749 - 3M Company	9427774046	KDOT: 3M Roll Goods	Paid by Check # 383982		03/19/2024	04/04/2024	04/04/2024		04/22/2024	958.50	
1390 - Menards, Inc.	77366	35030351 KDOT: Drill Bit, Ratchet, Poplar Dowel, Brad Steel	Paid by Check # 384062		03/27/2024	04/12/2024	04/12/2024		04/22/2024	141.44	
3200 - Osburn Associates, Inc.	#INV1596	KDOT: Pre Made Stop Signs	Paid by EFT # 87503		03/13/2024	04/04/2024	04/04/2024		04/22/2024	2,186.10	
									Account 60430 - Sign Material Totals	Invoice Transactions 8	\$7,450.25
Account 63000 - Utilities- Natural Gas											
1066 - Constellation NewEnergy-Gas Division, LLC	3996527-DOT	BG-164802; Gas, 41W011 Burlington, 2/01/24-2/29/24	Paid by EFT # 87066		03/27/2024	04/01/2024	04/01/2024		04/08/2024	1,810.00	
1066 - Constellation NewEnergy-Gas Division, LLC	4008452-DOT	BG-164802; Gas, 41W011 Burlington, 03/01/24-03/31/24	Paid by EFT # 87343		04/11/2024	04/16/2024	04/16/2024		04/22/2024	1,669.99	
2253 - Nicor Gas	5625959-03/24	36-44-94-1000 4; 3814320, 40W969 Burlington 2/21-3/22/24	Paid by Check # 384068		03/22/2024	04/09/2024	04/09/2024		04/22/2024	571.10	



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/24 - 04/30/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 300 - County Highway											
Department 520 - Transportation											
Sub-Department 520 - County Highway											
Account 63000 - Utilities- Natural Gas											
2253 - Nicor Gas	4859133-03/24	39-82-88-1000 0; 4859133, 41W011 Burlington 2/21- 3/22/24	Paid by Check # 384067		03/25/2024	04/11/2024	04/11/2024		04/22/2024	910.28	
									Account 63000 - Utilities- Natural Gas Totals	Invoice Transactions 4	\$4,961.37
Account 63010 - Utilities- Electric											
10981 - Constellation NewEnergy Inc.	67792937001	7298774-2; 8215650; 7610795006; Elec, 41W011 Burlin 1/24- 2/29/24	Paid by EFT # 87063		03/04/2024	03/21/2024	03/21/2024		04/08/2024	2,508.99	
10981 - Constellation NewEnergy Inc.	67863228301	7298774- 23;8215673;75230640 09;44W500Seavey,Salt Dome 2/1-3/8/24	Paid by EFT # 87062		03/11/2024	03/26/2024	03/26/2024		04/08/2024	234.94	
10981 - Constellation NewEnergy Inc.	67863228302	7298774- 23;8215673;75230640 09;44W500Seavey,Salt Dom 2/1-3/8/24	Paid by EFT # 87339		03/19/2024	04/09/2024	04/09/2024		04/22/2024	67.26	
10981 - Constellation NewEnergy Inc.	67792937002	7298774-2; 8215650; 7610795006; Elec, 41W011 Burlin 1/24- 2/29/24	Paid by EFT # 87340		03/19/2024	04/09/2024	04/09/2024		04/22/2024	693.45	
									Account 63010 - Utilities- Electric Totals	Invoice Transactions 4	\$3,504.64
Account 63020 - Utilities- Intersect Lighting											
3380 - City of Batavia	67384732- 03/24	492.051306.00; 67384732; Fabyan&BataviaAve-We 1/24-2/26/24	Paid by Check # 383879		03/07/2024	03/21/2024	03/21/2024		04/08/2024	52.04	
3380 - City of Batavia	328230225- 03/24	495.055010.00; 328230225; Main&Deerpath, 1/24- 2/28/24	Paid by Check # 383878		03/07/2024	03/21/2024	03/21/2024		04/08/2024	127.35	
10981 - Constellation NewEnergy Inc.	67748253501	7298774-22; 8019229002; 8215672; ES Randall 1N Fr 1/19- 2/23/24	Paid by EFT # 87065		03/06/2024	03/21/2024	03/21/2024		04/08/2024	278.94	
10981 - Constellation NewEnergy Inc.	67748051801	7298774-4; 8185694006; 8215654; WS Randall 1S M 1/19- 2/23/24	Paid by EFT # 87061		03/06/2024	03/21/2024	03/21/2024		04/08/2024	253.17	



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/24 - 04/30/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 63020 - Utilities- Intersect Lighting										
10981 - Constellation NewEnergy Inc.	67863995601	7298774-24; 8215674; 2043096048; Orchard Rd, 2/2-3/9/24	Paid by EFT # 87064		03/11/2024	03/27/2024	03/27/2024		04/08/2024	129.70
1054 - ComEd	5377304000-03/24	5377304000; Various Traf Lghts 1/23-2/26/24	Paid by Check # 383895		03/02/2024	03/27/2024	03/27/2024		04/08/2024	3,628.36
1054 - ComEd	8069392222-03/24	8069392222; 273363546; Spring/McLean, SoElgin 1/26-3/4/24	Paid by Check # 383898		03/04/2024	03/27/2024	03/27/2024		04/08/2024	111.80
1054 - ComEd	0812735000-03/24	08127350000; 272139221; 7N416 S Rt31,SoElgin 1/24-3/4/24	Paid by Check # 383883		03/04/2024	03/27/2024	03/27/2024		04/08/2024	106.96
1054 - ComEd	9136054000-02/24	9136054000; Lite Rt47@BurlingtonRd 1/24-2/29/24	Paid by Check # 383903		02/29/2024	03/27/2024	03/27/2024		04/08/2024	214.43
1054 - ComEd	2309964000-03/24	2309964000; 2392 Prairie St Lite RT/25, Aurora 1/31-3/7/24	Paid by Check # 383887		03/07/2024	03/27/2024	03/27/2024		04/08/2024	214.89
1054 - ComEd	8944730100-02/24	8944730100; 273116921; BigTmbr/Ran, Elgin 1/20-2/26/24	Paid by Check # 383901		02/26/2024	03/27/2024	03/27/2024		04/08/2024	220.01
1054 - ComEd	8016332000-03/24	8016332000; 271912253; McLean/Bowes,Elgin 1/25-3/1/24	Paid by Check # 383897		03/01/2024	03/27/2024	03/27/2024		04/08/2024	175.84
1054 - ComEd	2687235000-03/24	2687235000; 272348836; Scott-BeaconLt@Hart 2/1-3/8/24	Paid by Check # 383890		03/08/2024	03/27/2024	03/27/2024		04/08/2024	6.63
1054 - ComEd	0753801111-02/24	0753801111; 273941099; NE BurlingRdCamptonTwp 1/24-2/29/24	Paid by Check # 383882		02/29/2024	03/27/2024	03/27/2024		04/08/2024	54.80
1054 - ComEd	2429801111-02/24	2429801111; 941 Bolz Rd Dundee TWP 1/16-2/20/24	Paid by Check # 383888		02/20/2024	03/27/2024	03/27/2024		04/08/2024	358.18



Transportation Accounts Payable by GL Distribution

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 63020 - Utilities- Intersect Lighting										
1054 - ComEd	2199054000-03/24	2199054000; Orchard-StrLghts o Aucutt Rd Montgomery 2/1-3/8/24	Paid by Check # 383891		03/13/2024	03/27/2024	03/27/2024		04/08/2024	172.36
1054 - ComEd	2448314000-03/24	2448314000; 273104976; Kirk/WeaOW, Cherry, 2/7-3/13/24	Paid by Check # 383889		03/18/2024	03/27/2024	03/27/2024		04/08/2024	32.53
1054 - ComEd	1056844000-03/24	1056844000; 1 1/2 LaFox, BlkbryTwp 2/1-3/8/24	Paid by Check # 383884		03/12/2024	03/27/2024	03/27/2024		04/08/2024	36.73
1054 - ComEd	4975062000-03/24	4975062000; 272277451; Mtrd Trfc Lites/S Rand, Algo 2/12-3/18/24	Paid by Check # 383892		03/18/2024	03/27/2024	03/27/2024		04/08/2024	342.15
1054 - ComEd	2202819000-03/24	2202819000; 2099 Kirk Rd Geneva 2/2-3/9/24	Paid by Check # 383886		03/09/2024	03/27/2024	03/27/2024		04/08/2024	299.21
1054 - ComEd	5165686000-03/24	5165686000; 38W901 HuntleyRd@SquareBar nDundee 2/6-3/12/24	Paid by Check # 383893		03/12/2024	03/27/2024	03/27/2024		04/08/2024	28.50
1054 - ComEd	0080383000-02/24	0080383000; Corron/Burlington 1/24-2/29/24	Paid by Check # 383881		02/29/2024	03/27/2024	03/27/2024		04/08/2024	13.70
1054 - ComEd	8903324000-02/24	8903324000; Corron@McDonald 1/24-2-29/24	Paid by Check # 383900		02/29/2024	03/27/2024	03/27/2024		04/08/2024	37.47
1054 - ComEd	8985529000-03/24	8985529000; 273279596, McDonaldTrfSgnl@Dittman 1/24-2/29/24	Paid by Check # 383902		03/05/2024	03/27/2024	03/27/2024		04/08/2024	26.79
1054 - ComEd	5211110100-03/24	5211110100; 272138976; US 20/BrierHill@Allen 2/8-3/14/24	Paid by Check # 383894		03/14/2024	03/27/2024	03/27/2024		04/08/2024	8.34
1054 - ComEd	8275916000-02/24	8275916000; 271181066; WeatherSta,13N145 Ran,Elgin 1/19-2/23/24	Paid by Check # 383899		02/23/2024	03/27/2024	03/27/2024		04/08/2024	25.02
1054 - ComEd	9136054000-01/24	9136054000; Lite Rt47@BurlingtonRd 12/21/23-1/24/24	Paid by Check # 383903		01/24/2024	03/27/2024	03/27/2024		04/08/2024	257.71



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 63020 - Utilities- Intersect Lighting										
1054 - ComEd	1931692222-03/24	1931692222; BlissRd, SugarGrove, 1/31-3/27/24	Paid by Check # 383885		03/07/2024	03/27/2024	03/27/2024		04/08/2024	9.47
1054 - ComEd	6811151222-03/24	68111-51222; Rt/23 0 SE Cor Bowes Rd 11/27/23-12/28/23	Paid by Check # 383896		03/06/2024	03/27/2024	03/27/2024		04/08/2024	2,955.01
1054 - ComEd	2429801111-03/24	2429801111; 941 Bolz Rd Dundee TWP 2/20-3/19/24	Paid by Check # 383888		03/19/2024	03/27/2024	03/27/2024		04/08/2024	198.89
1054 - ComEd	8069392222-03.24	8069392222; 273363546; Spring/McLean, SoElgin 3/4-4/1/24	Paid by Check # 384013		04/01/2024	04/12/2024	04/12/2024		04/22/2024	74.48
1054 - ComEd	0812735000-04/24	0812735000; 272139221; 7N416 S Rt31,SoElgin 3/24-4/1/24	Paid by Check # 384010		04/01/2024	04/12/2024	04/12/2024		04/22/2024	68.34
1054 - ComEd	8016332000-03.24	8016332000; 271912253; McLean/Bowes,Elgin 3/1-3/29/24	Paid by Check # 384012		03/29/2024	04/12/2024	04/12/2024		04/22/2024	122.92
1054 - ComEd	9136054000-03/24	9136054000; Lite Rt47@BurlingtonRd 2/29-3/28/24	Paid by Check # 384018		03/28/2024	04/12/2024	04/12/2024		04/22/2024	100.40
1054 - ComEd	8985529000-04/24	8985529000; 273279596, McDonaldTrfSgnl@Dittman 2/29-3/28/24	Paid by Check # 384017		04/01/2024	04/12/2024	04/12/2024		04/22/2024	26.38
1054 - ComEd	0753801111-03/24	0753801111; 273941099; NE BurlingRdCamptonTwp 2/29-3/28/24	Paid by Check # 384009		03/28/2024	04/12/2024	04/12/2024		04/22/2024	40.44
1054 - ComEd	8275916000-03/24	8275916000; 271181066; WearStat,13N145 Randall,Elg 2/23-3/22/24	Paid by Check # 384014		03/22/2024	04/12/2024	04/12/2024		04/22/2024	25.02
1054 - ComEd	8944730100-03/24	8944730100; 273116921; BigTmbr/Randall, El 2/26-3/25/24	Paid by Check # 384016		03/25/2024	04/12/2024	04/12/2024		04/22/2024	149.91



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Payment Date Range 04/01/24 - 04/30/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 63020 - Utilities- Intersect Lighting										
1054 - ComEd	5377304000-03/24	5377304000; Various Traf Lghts 2/26/24-3/25/24	Paid by Check # 384011		03/30/2024	04/12/2024	04/12/2024		04/22/2024	3,321.54
1054 - ComEd	0080383000-03/24	0080383000; Corron/Burlington 2/29-3/28/24	Paid by Check # 384008		03/28/2024	04/12/2024	04/12/2024		04/22/2024	13.66
1054 - ComEd	8903324000-03/24	8903324000; Corron@McDonald 2/29-3/28/24	Paid by Check # 384015		03/28/2024	04/12/2024	04/12/2024		04/22/2024	37.39
10981 - Constellation NewEnergy Inc.	67663995602	7298774-24; 8215674; 2043096048; Orchard Rd, 2/2/24-3/9/24	Paid by EFT # 87341		03/19/2024	04/11/2024	04/11/2024		04/22/2024	24.89
10981 - Constellation NewEnergy Inc.	67977143001	7298774-22; 8019229002; 8215672; ES Randall 1N Flet 2/23-3/22/24	Paid by EFT # 87342		03/25/2024	04/11/2024	04/11/2024		04/22/2024	273.51
10981 - Constellation NewEnergy Inc.	67976813701	7298774-4; 8185694006; 8215654; WS Randall 1S Mason 2/23-3/22/24	Paid by EFT # 87338		03/25/2024	04/11/2024	04/11/2024		04/22/2024	257.09
10981 - Constellation NewEnergy Inc.	67748253502	7298774-22; 8019229002; 8215672; ES Randall 1N Flet 1/19-2/23/24	Paid by EFT # 87342		03/19/2024	04/11/2024	04/11/2024		04/22/2024	60.98
10981 - Constellation NewEnergy Inc.	67748051802	7298774-4; 8185694006; 8215654; WS Randall 1S Mason 1/19-2/23/24	Paid by EFT # 87338		03/19/2024	04/11/2024	04/11/2024		04/22/2024	59.08
3380 - City of Batavia	354305761-03/24	194.069300.00; 354305761; Kirk&Wilson, 2/06-3/11/24	Paid by Check # 384005		03/21/2024	04/11/2024	04/11/2024		04/22/2024	105.82
3380 - City of Batavia	73835573-03/24	194.048000.00; 73835573; Fabyan&Raddant, 2/06-3/12/24	Paid by Check # 384002		03/21/2024	04/11/2024	04/11/2024		04/22/2024	132.28
3380 - City of Batavia	326579786-03/24	192.005410.00; 326579786; Kirk&Hubbard, 2/05-3/11/24	Paid by Check # 384004		03/21/2024	04/11/2024	04/11/2024		04/22/2024	92.72



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 300 - County Highway										
Department 520 - Transportation										
Sub-Department 520 - County Highway										
Account 63020 - Utilities- Intersect Lighting										
3380 - City of Batavia	316075971-03/24	392.050025.00; 316075971; Kirk & Pine, 2/13-3/19/24	Paid by Check # 384003		03/28/2024	04/11/2024	04/11/2024		04/22/2024	113.68
							Account 63020 - Utilities- Intersect Lighting Totals		Invoice Transactions 50	\$15,477.51
							Sub-Department 520 - County Highway Totals		Invoice Transactions 132	\$95,215.03
							Department 520 - Transportation Totals		Invoice Transactions 132	\$95,215.03
							Fund 300 - County Highway Totals		Invoice Transactions 132	\$95,215.03
Fund 301 - County Bridge										
Department 520 - Transportation										
Sub-Department 521 - County Bridge										
Account 52100 - Bridge Inspection										
1071 - HR GREEN Inc (formerly SEC GROUP Inc)	1-173015	23-00568-00-EG; 2024StructreInsp.P2 - 01/09/24-02/29/24	Paid by EFT # 87116		03/18/2024	03/25/2024	03/25/2024		04/08/2024	21,624.89
							Account 52100 - Bridge Inspection Totals		Invoice Transactions 1	\$21,624.89
							Sub-Department 521 - County Bridge Totals		Invoice Transactions 1	\$21,624.89
							Department 520 - Transportation Totals		Invoice Transactions 1	\$21,624.89
							Fund 301 - County Bridge Totals		Invoice Transactions 1	\$21,624.89
Fund 302 - Motor Fuel Tax										
Department 520 - Transportation										
Sub-Department 522 - Motor Fuel Tax										
Account 45410 - Teamsters Contribution										
1067 - Suburban Teamsters of Northern Illinois	1569-03/24	24-00000-00-GM; MFT, Health Ins - Maint Staff - March 2024	Paid by EFT # 87196		03/26/2024	03/26/2024	03/26/2024		04/08/2024	63,168.00
							Account 45410 - Teamsters Contribution Totals		Invoice Transactions 1	\$63,168.00
Account 50140 - Engineering Services										
5244 - BLA Inc	23188-30	12-00192-04-BR (R); (MFT) 120019204BR.P2 2/01/24-2/29/24	Paid by EFT # 87036		02/29/2024	03/25/2024	03/25/2024		04/08/2024	63,243.04
5244 - BLA Inc	23189-11	19-00514-00-WR; RandallwideIL72.P2 - 2/01-2/29/24	Paid by EFT # 87036		02/29/2024	03/25/2024	03/25/2024		04/08/2024	17,139.61
1059 - Christopher B. Burke Engineering, Ltd.	6-2023-1462	19-00511-00-CH; RandallHoppsReal.P2 1/28/24-2/24/24	Paid by EFT # 87053		03/20/2024	03/25/2024	03/25/2024		04/08/2024	54,996.39
1053 - Hampton Lenzini & Renwick, Inc. (HLR)	8-20240612	19-00369-01-CH; RandBigTimber.P2 - 02/01/24-02/29/24	Paid by EFT # 87106		03/12/2024	03/25/2024	03/25/2024		04/08/2024	39,547.34



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 302 - Motor Fuel Tax											
Department 520 - Transportation											
Sub-Department 522 - Motor Fuel Tax											
Account 50140 - Engineering Services											
1053 - Hampton Lenzini & Renwick, Inc. (HLR)	9-20240781	19-00369-01-CH; RandBigTimber.P2 - 03/01/24-03/31/24	Paid by EFT # 87413		04/04/2024	04/11/2024	04/11/2024		04/22/2024	40,114.86	
1071 - HR GREEN Inc (formerly SEC GROUP Inc)	7-173522	19-00507-00-CH; FabyanIL31Improv.P1 - 2/01-2/29/24	Paid by EFT # 87425		03/29/2024	04/04/2024	04/04/2024		04/22/2024	10,842.87	
1051 - V3 Companies, Ltd	16-124637	14-00288-01-PV; BlissFabyanMain.P3Rebuild - 1/01-1/31/24	Paid by EFT # 87613		02/14/2024	04/11/2024	04/11/2024		04/22/2024	63,940.26	
1051 - V3 Companies, Ltd	17-224454	14-00288-01-PV; BlissFabyanMain.P3Rebuild - 2/01-2/29/24	Paid by EFT # 87613		03/26/2024	04/11/2024	04/11/2024		04/22/2024	43,452.21	
									Account 50140 - Engineering Services Totals	Invoice Transactions 8	<u>\$333,276.58</u>
Account 73000 - Road Construction											
1096 - Martam Construction Inc	13-2022-971	14-00288-01-PV; BlissFabyanMain.Const Rebuild - 12/01/23-03/09/24	Paid by EFT # 87136		03/09/2024	03/25/2024	03/25/2024		04/08/2024	239,550.51	
1021 - State of IL Treasurer - IDOT	125008	01-00274-00-BR; Anderson Road Extension (R) FINAL	Paid by Check # 383960		11/01/2022	03/26/2024	03/26/2024		04/08/2024	2,738,266.88	
									Account 73000 - Road Construction Totals	Invoice Transactions 2	<u>\$2,977,817.39</u>
									Sub-Department 522 - Motor Fuel Tax Totals	Invoice Transactions 11	<u>\$3,374,261.97</u>
									Department 520 - Transportation Totals	Invoice Transactions 11	<u>\$3,374,261.97</u>
									Fund 302 - Motor Fuel Tax Totals	Invoice Transactions 11	<u>\$3,374,261.97</u>
Fund 304 - Motor Fuel Local Option											
Department 520 - Transportation											
Sub-Department 524 - Motor Fuel Local Option											
Account 50140 - Engineering Services											
5244 - BLA Inc	23163-5	21-00537-00-ES; 2021OnCallDesign.P2-HughesGuardr 12/1/23-2/29/24	Paid by EFT # 87036		02/29/2024	03/25/2024	03/25/2024		04/08/2024	5,642.74	
5244 - BLA Inc	23164-1	21-00537-00-ES; 2021OnCallDesign.P2 - Big Timb Guard 2/14-2/29/24	Paid by EFT # 87036		02/29/2024	03/25/2024	03/25/2024		04/08/2024	3,241.11	
6638 - Michael Baker International Inc	1-1204686	19-00523-00-BR; 2020StructServ.P2 03/02/21-11/30/23	Paid by EFT # 87144		02/19/2024	03/27/2024	03/27/2024		04/08/2024	59,197.31	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 304 - Motor Fuel Local Option											
Department 520 - Transportation											
Sub-Department 524 - Motor Fuel Local Option											
Account 50140 - Engineering Services											
5244 - BLA Inc	23212-1	21-00537-00-ES; 2021OnCallDesign.P2; 2/20-3/21/24 Bunker Rd Exte	Paid by EFT # 87292		03/31/2024	04/11/2024	04/11/2024		04/22/2024	9,583.42	
									Account 50140 - Engineering Services Totals	Invoice Transactions 4	\$77,664.58
Account 60210 - Uniform Supplies											
2225 - Cintas Corporation	4186319241	KDOT: Uniforms & Mats for fiscal Year FY24	Paid by Check # 383873		03/13/2024	03/25/2024	03/25/2024		04/08/2024	242.50	
2225 - Cintas Corporation	4184854972	KDOT: Uniforms & Mats for fiscal Year FY24	Paid by Check # 383873		02/28/2024	03/25/2024	03/25/2024		04/08/2024	271.79	
2225 - Cintas Corporation	4187752641	KDOT: Uniforms & Mats for fiscal Year FY24	Paid by Check # 384000		03/27/2024	04/04/2024	04/04/2024		04/22/2024	261.73	
2225 - Cintas Corporation	4187028145	KDOT: Uniforms & Mats for fiscal Year FY24	Paid by Check # 384000		03/20/2024	04/04/2024	04/04/2024		04/22/2024	271.79	
2225 - Cintas Corporation	4188458684	KDOT: Uniforms & Mats for fiscal Year FY24	Paid by Check # 384000		04/03/2024	04/09/2024	04/09/2024		04/22/2024	265.26	
									Account 60210 - Uniform Supplies Totals	Invoice Transactions 5	\$1,313.07
Account 60330 - Vehicle Parts/Supplies											
3583 - Elburn NAPA Inc (North Aurora)	968495	KDOT: (Vehicle) Fleetranner Belt	Paid by EFT # 87080		03/14/2024	03/21/2024	03/21/2024		04/08/2024	68.79	
3583 - Elburn NAPA Inc (North Aurora)	967875	KDOT: (Vehicle) Air Valve	Paid by EFT # 87080		03/08/2024	03/21/2024	03/21/2024		04/08/2024	19.99	
3583 - Elburn NAPA Inc (North Aurora)	967874	KDOT: (Vehicle) Fleetranner Belt, Nitrile Dispos Gloves	Paid by EFT # 87080		03/08/2024	03/21/2024	03/21/2024		04/08/2024	272.19	
3583 - Elburn NAPA Inc (North Aurora)	968781	KDOT: (Vehicle) LED 2 Syt B U Lmp	Paid by EFT # 87080		03/15/2024	03/21/2024	03/21/2024		04/08/2024	366.72	
9287 - Rush Truck Centers of Illinois, Inc.	3036482680	KDOT: Turbos and EGR Replace Trk #5	Paid by EFT # 87176		03/20/2024	03/26/2024	03/26/2024		04/08/2024	9,689.01	
11377 - Via Carlita, LLC dba Hawk Ford of St. Charles	81149	114123 KDOT: 721 V Belt	Paid by EFT # 87223		03/14/2024	03/21/2024	03/21/2024		04/08/2024	31.75	
11377 - Via Carlita, LLC dba Hawk Ford of St. Charles	81168	114123 KDOT:SPO Sensor & Gauge Trk #34	Paid by EFT # 87618		03/21/2024	04/04/2024	04/04/2024		04/22/2024	154.08	
3583 - Elburn NAPA Inc (North Aurora)	969480	KDOT: (Vehicle) Final Charge	Paid by EFT # 87370		03/21/2024	04/09/2024	04/09/2024		04/22/2024	251.88	



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/24 - 04/30/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 304 - Motor Fuel Local Option											
Department 520 - Transportation											
Sub-Department 524 - Motor Fuel Local Option											
Account 60330 - Vehicle Parts/Supplies											
3583 - Elburn NAPA Inc (North Aurora)	969611	KDOT: (Vehicle) Spark Plug, Coil on Plug Coil	Paid by EFT # 87370		03/22/2024	04/09/2024	04/09/2024		04/22/2024	197.86	
3583 - Elburn NAPA Inc (North Aurora)	969476	KDOT: (Vehicle) 22pc Ball Hex Key Set, Spin on Fluid	Paid by EFT # 87370		03/21/2024	04/09/2024	04/09/2024		04/22/2024	435.11	
3583 - Elburn NAPA Inc (North Aurora)	969951	KDOT: (Vehicle)Flat Blk, Fast Wipes, Deep Creep	Paid by EFT # 87370		03/26/2024	04/09/2024	04/09/2024		04/22/2024	275.53	
3583 - Elburn NAPA Inc (North Aurora)	969959	KDOT: (Vehicle) Lucas Oil Sta #26	Paid by EFT # 87370		03/26/2024	04/09/2024	04/09/2024		04/22/2024	52.32	
3583 - Elburn NAPA Inc (North Aurora)	971003	KDOT: (Vehicle) Bar Chain Oil, Butane Fuel	Paid by EFT # 87370		04/04/2024	04/09/2024	04/09/2024		04/22/2024	211.78	
3583 - Elburn NAPA Inc (North Aurora)	970956	KDOT: (Vehicle) fiber Can, Gray Primer, ATM -15 Fuse	Paid by EFT # 87370		04/03/2024	04/09/2024	04/09/2024		04/22/2024	68.50	
3583 - Elburn NAPA Inc (North Aurora)	970806	KDOT: (Vehicle) Tree Black Ice	Paid by EFT # 87370		04/02/2024	04/09/2024	04/09/2024		04/22/2024	7.24	
3583 - Elburn NAPA Inc (North Aurora)	969949	KDOT: (Vehicle) Panel Filter	Paid by EFT # 87370		03/26/2024	04/09/2024	04/09/2024		04/22/2024	62.00	
4526 - Fifth Third Bank	9929-CS-03/24	5/3 - Schoedel - 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	1,537.97	
4526 - Fifth Third Bank	9581-MW-03/24	5/3 - Way- 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	122.70	
13521 - FORCE America Distributing, LLC	IN001-1813375	KDOT: CableM12, 22awg	Paid by EFT # 87385		03/27/2024	04/04/2024	04/04/2024		04/22/2024	346.55	
13521 - FORCE America Distributing, LLC	IN001-1790878	KDOT: Hyd Pump #58	Paid by EFT # 87385		01/08/2024	04/11/2024	04/11/2024		04/22/2024	3,863.32	
11058 - JP Morgan Chase Bank N.A.	5940-MW-03/04	Chase - Way - 04/22/24	Paid by EFT # 87446		03/29/2024	04/08/2024	04/08/2024		04/22/2024	3,155.85	
1698 - Monroe Truck Equipment Inc.	5495765	KDOT: Tommy Gate, Spring Assembly Unit #26	Paid by EFT # 87488		03/15/2024	04/04/2024	04/04/2024		04/22/2024	186.30	
11966 - PetroChoice Holdings Inc	51488740	KDOT: Defendal HD Elc, Drum Fee, MobileGrease	Paid by EFT # 87518		03/27/2024	04/09/2024	04/09/2024		04/22/2024	898.55	
									Account 60330 - Vehicle Parts/Supplies Totals	Invoice Transactions 23	\$22,275.99
Account 60360 - Equipment Parts/Supplies											
9391 - Arends Hogan Walker, LLC (AHW)	11833553	KDOT: Brush Kit - Skidster Sweeper	Paid by EFT # 87016		03/15/2024	03/26/2024	03/26/2024		04/08/2024	678.50	
3583 - Elburn NAPA Inc (North Aurora)	967647	KDOT: (Equip) Octane Booster	Paid by EFT # 87080		03/07/2024	03/21/2024	03/21/2024		04/08/2024	50.16	



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/24 - 04/30/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 304 - Motor Fuel Local Option											
Department 520 - Transportation											
Sub-Department 524 - Motor Fuel Local Option											
Account 60360 - Equipment Parts/Supplies											
3583 - Elburn NAPA Inc (North Aurora)	968261	KDOT: (Equip) Dist Cap, Rotor, Spark Plug, Radial Seal Fil	Paid by EFT # 87080		03/12/2024	03/21/2024	03/21/2024		04/08/2024	124.62	
1325 - Priority Products, Inc.	1001448	KDOT BPO: EquipPts/Sup, - Hi Press Swivel, Hose Clamps, Heat Shr	Paid by Check # 383952		03/20/2024	03/26/2024	03/26/2024		04/08/2024	174.18	
5729 - Elburn Radiator & Repair	5991	KDOT: Genie Radiator #182	Paid by Check # 383911		03/18/2024	03/26/2024	03/26/2024		04/08/2024	500.00	
4526 - Fifth Third Bank	9929-CS-03/24	5/3 - Schoedel - 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	808.94	
4526 - Fifth Third Bank	9581-MW-03/24	5/3 - Way- 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	(418.00)	
10210 - NAPCO Steel, Inc.	472608	KDOT: Plow Truck Repairs	Paid by EFT # 87493		03/22/2024	04/04/2024	04/04/2024		04/22/2024	424.00	
1325 - Priority Products, Inc.	1001798	KDOT BPO: EquipPts/Sup, - Screws, Heat Shrink, Head Cap Screw	Paid by Check # 384076		04/03/2024	04/09/2024	04/09/2024		04/22/2024	62.02	
4651 - Rondo Enterprises, Inc.	183657	KDOT: Tires & Wheel Assembly - Trailer 113	Paid by EFT # 87555		04/05/2024	04/09/2024	04/09/2024		04/22/2024	850.00	
4651 - Rondo Enterprises, Inc.	183644	KDOT: Axle Spring, Hex Lock, Wiring 7pin	Paid by EFT # 87555		04/05/2024	04/09/2024	04/09/2024		04/22/2024	153.08	
11683 - Russo Power Equipment	SP120553309	1257372 KDOT: 61Pmm3 44WE Chain Loop	Paid by EFT # 87557		03/22/2024	04/04/2024	04/04/2024		04/22/2024	119.94	
3583 - Elburn NAPA Inc (North Aurora)	969140	KDOT: (equipment) Screw, Locknut, Hrt Hose	Paid by EFT # 87370		03/19/2024	04/09/2024	04/09/2024		04/22/2024	36.62	
1928 - DeKane Equipment Corp	IA94353	KDOT: Hyd Cylind	Paid by EFT # 87353		03/15/2024	04/04/2024	04/04/2024		04/22/2024	437.65	
1928 - DeKane Equipment Corp	IA94696	KDOT: **Credit** Hyd Cylind Sales Tax Credit	Paid by EFT # 87353		03/26/2024	04/04/2024	04/04/2024		04/22/2024	(27.65)	
									Account 60360 - Equipment Parts/Supplies Totals	Invoice Transactions 15	\$3,974.06
Account 60370 - Tools											
4526 - Fifth Third Bank	9581-MW-03/24	5/3 - Way- 04/22/24	Paid by EFT # 87381		04/04/2024	04/08/2024	04/08/2024		04/22/2024	379.40	
14218 - Brian Platou	12782	KDOT: 1/4in Dr Fn Tth Hd, Comb Rat	Paid by EFT # 87524		03/07/2024	04/11/2024	04/11/2024		04/22/2024	119.67	
14218 - Brian Platou	13023	KDOT: 62pc Mstr Dlx Star/Hex	Paid by EFT # 87524		03/14/2024	04/11/2024	04/11/2024		04/22/2024	189.95	



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/24 - 04/30/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 304 - Motor Fuel Local Option											
Department 520 - Transportation											
Sub-Department 524 - Motor Fuel Local Option											
Account 60370 - Tools											
14218 - Brian Platou	13526	KDOT: 62pc Mstr Dlx Star/Hex	Paid by EFT # 87524		03/28/2024	04/11/2024	04/11/2024		04/22/2024	189.95	
									Account 60370 - Tools Totals	Invoice Transactions 4	\$878.97
Account 60420 - Road Material											
1390 - Menards, Inc.	76592	35030351 KDOT: Veg Conc, 2.5Gal	Paid by Check # 384062		03/13/2024	04/12/2024	04/12/2024		04/22/2024	688.90	
1390 - Menards, Inc.	77237	35030351 KDOT: Veg Conc, 2.5Gal	Paid by Check # 384062		03/25/2024	04/12/2024	04/12/2024		04/22/2024	479.97	
1390 - Menards, Inc.	77931	35030351 KDOT: Veg Conc, 2.5Gal	Paid by Check # 384062		04/05/2024	04/12/2024	04/12/2024		04/22/2024	159.99	
1390 - Menards, Inc.	78160	35030351 KDOT: Veg Conc, 2.5Gal, Mix Seed	Paid by Check # 384062		04/09/2024	04/12/2024	04/12/2024		04/22/2024	389.97	
									Account 60420 - Road Material Totals	Invoice Transactions 4	\$1,718.83
Account 63020 - Utilities- Intersect Lighting											
9385 - H&H Electric Co.	43299 R1	23-00000-01-GM; 2023-2025 EMC - 11/08/23-2/09/24-NONROUTINE (R)	Paid by EFT # 87103		02/09/2024	03/25/2024	03/25/2024		04/08/2024	34,002.00	
9385 - H&H Electric Co.	43275	23-00000-01-GM; 2023-2025 EMC - 02/02/2024	Paid by EFT # 87411		02/02/2024	04/04/2024	04/04/2024		04/22/2024	762.08	
									Account 63020 - Utilities- Intersect Lighting Totals	Invoice Transactions 2	\$34,764.08
									Sub-Department 524 - Motor Fuel Local Option Totals	Invoice Transactions 57	\$142,589.58
									Department 520 - Transportation Totals	Invoice Transactions 57	\$142,589.58
									Fund 304 - Motor Fuel Local Option Totals	Invoice Transactions 57	\$142,589.58
Fund 305 - Transportation Sales Tax											
Department 520 - Transportation											
Sub-Department 527 - Transportation Sales Tax											
Account 50140 - Engineering Services											
11891 - Peralte-Clark, LLC	11-2023-0579	21-00373-01-CH; FabSettlers.P2 - 02/01/24-02/29/24	Paid by EFT # 87159		03/05/2024	03/25/2024	03/25/2024		04/08/2024	8,687.71	
1082 - Burns & McDonnell Engineering Co	148925-14	19-00512-00-ES; I90Randall.P1 - 01/01/24-01/31/24	Paid by EFT # 87046		03/19/2024	03/25/2024	03/25/2024		04/08/2024	65,430.52	
9814 - Kimley-Horn & Associates, Inc.	07-2023-0507-L2	22-00557-00-SP - 12/01/23-01/31/24	Paid by EFT # 87127		02/22/2024	03/25/2024	03/25/2024		04/08/2024	5,225.29	
3199 - HDR Engineering, Inc.	1200604191-1	23-00586-00-TL: MontgomeryHowell.P2 1/17/24-2/24/24	Paid by EFT # 87110		03/11/2024	03/25/2024	03/25/2024		04/08/2024	9,531.54	



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/24 - 04/30/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 305 - Transportation Sales Tax											
Department 520 - Transportation											
Sub-Department 527 - Transportation Sales Tax											
Account 50140 - Engineering Services											
1266 - Huff & Huff, Inc.	41-0876462	21-00527-00; EngAssitance.OnCallEn vironHH - 12/01/23-2/23/24	Paid by EFT # 87426		04/01/2024	04/11/2024	04/11/2024		04/22/2024	594.18	
9814 - Kimley-Horn & Associates, Inc.	08-2023-0507-L2	22-00557-00-SP; RecessivePavMark.P2 2/01-2/29/24	Paid by EFT # 87452		03/13/2024	04/04/2024	04/04/2024		04/22/2024	2,391.85	
9814 - Kimley-Horn & Associates, Inc.	10-2023-0507	22-00553-00-SP_Plank County Engel - 02/01-02/29/24	Paid by EFT # 87452		03/13/2024	04/04/2024	04/04/2024		04/22/2024	2,290.36	
9814 - Kimley-Horn & Associates, Inc.	14-2022-0261	21-00540-00-SP; PlankRomkeBriar.P2 - 2/01-2/29/24	Paid by EFT # 87452		03/13/2024	04/11/2024	04/11/2024		04/22/2024	5,652.68	
1082 - Burns & McDonnell Engineering Co	148925-15	19-00512-00-ES; I90Randall.P1 - 2/01/24-2/29/24	Paid by EFT # 87305		04/05/2024	04/11/2024	04/11/2024		04/22/2024	60,581.93	
1205 - CIORBA Group Inc	0025566	23-00564-00-EG; 23OnCallEng.P3 - 2/01/24-2/29/24	Paid by EFT # 87319		03/06/2024	04/11/2024	04/11/2024		04/22/2024	7,140.70	
1205 - CIORBA Group Inc	0029321	23-00564-00-EG; 23OnCallEng.P3 - 1/01/24-1/31/24	Paid by EFT # 87319		02/08/2024	04/11/2024	04/11/2024		04/22/2024	5,278.00	
1233 - Crawford Murphy & Tilly Inc (CMT)	7-2023-1330	23-00562-00-PW; TyrrellRayMason.P1 - 2/01-2/29/24	Paid by EFT # 87347		03/08/2024	04/04/2024	04/04/2024		04/22/2024	9,304.55	
4760 - Wight & Company	230005-011	15-00277-01-BR; DaubRt30Granart.P3 01/01/24-01/31/24	Paid by Check # 384100		01/31/2024	04/04/2024	04/04/2024		04/22/2024	117,650.25	
4760 - Wight & Company	230005-012	15-00277-01-BR; DaubRt30Granart.P3 - 2/01/24-2/29/24	Paid by Check # 384100		01/31/2024	04/04/2024	04/04/2024		04/22/2024	95,634.87	
1017 - Alfred Benesch & Co	44/273296	13-00215-30-PV; LngMdw,SecD,Rt25 to Rt62.P3 - 12/01/23-01/31/24	Paid by EFT # 87260		02/20/2024	04/04/2024	04/04/2024		04/22/2024	1,322.44	
									Account 50140 - Engineering Services Totals	Invoice Transactions 15	\$396,716.87
Account 55010 - External Grants											
2514 - PACE Suburban Bus	627513	RIK AUG 2023- FED Ops 5310 Phase 17 & 18 JARC Phase 9 & 10	Paid by EFT # 87154		10/31/2023	03/26/2024	03/26/2024		04/08/2024	150,244.63	



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/24 - 04/30/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 305 - Transportation Sales Tax											
Department 520 - Transportation											
Sub-Department 527 - Transportation Sales Tax											
Account 55010 - External Grants											
2514 - PACE Suburban Bus	630217	RIK SEP 2023- FED Ops 5310 Phase 17 & 18 JARC Phase 9 & 10	Paid by EFT # 87154		12/31/2023	03/26/2024	03/26/2024		04/08/2024	150,150.55	
2514 - PACE Suburban Bus	630983	RIK OCT 2023- FED Ops 5310 Phase 17 & 18 JARC Phase 9 & 10	Paid by EFT # 87154		12/31/2023	03/26/2024	03/26/2024		04/08/2024	157,892.36	
2514 - PACE Suburban Bus	631072	RIK NOV 2023- FED Ops 5310 Phase 17 & 18 JARC Phase 9 & 10	Paid by EFT # 87154		01/19/2024	03/26/2024	03/26/2024		04/08/2024	153,055.91	
2514 - PACE Suburban Bus	632391	KDOT: Ride in Kane - Vet. Adm. Hospital December 2023	Paid by EFT # 87154		02/15/2024	03/26/2024	03/26/2024		04/08/2024	361.92	
									Account 55010 - External Grants Totals	Invoice Transactions 5	\$611,705.37
Account 73000 - Road Construction											
2947 - Southwind Industries dba Bluff City Materials, Inc	9-2023-0540	21-00215-28-CH; LongSoilRemed.Const - 11/20/23-12/31/23	Paid by EFT # 87187		12/31/2023	03/25/2024	03/25/2024		04/08/2024	251,795.27	
									Account 73000 - Road Construction Totals	Invoice Transactions 1	\$251,795.27
Account 73010 - Bridge Construction											
1096 - Martam Construction Inc	4-2023-0640-F	20-00437-01-BR; Harmony Const - Through 12/31/24 - Final	Paid by EFT # 87472		12/31/2023	04/12/2024	04/12/2024		04/22/2024	39,354.78	
									Account 73010 - Bridge Construction Totals	Invoice Transactions 1	\$39,354.78
Account 74010 - Highway Right of Way											
1822 - Ottosen DiNolfo, Hasenbalg & Castaldo Ltd	2271	15-00277-01-BR; DaubRt30Granart.ROW 1N20009	Paid by EFT # 87153		11/30/2023	03/27/2024	03/27/2024		04/08/2024	150.00	
									Account 74010 - Highway Right of Way Totals	Invoice Transactions 1	\$150.00
									Sub-Department 527 - Transportation Sales Tax Totals	Invoice Transactions 23	\$1,299,722.29
									Department 520 - Transportation Totals	Invoice Transactions 23	\$1,299,722.29
									Fund 305 - Transportation Sales Tax Totals	Invoice Transactions 23	\$1,299,722.29
Fund 560 - South Impact Fees											
Department 520 - Transportation											
Sub-Department 560 - South Impact Fees											
Account 50140 - Engineering Services											
1051 - V3 Companies, Ltd	05-1223103	19-00519-00-ES; On-Call Eng Assist; 12/1/23-12/30/23 WenmothMain	Paid by EFT # 87613		01/12/2024	04/04/2024	04/04/2024		04/22/2024	3,252.27	



Transportation Accounts Payable by GL Distribution

Payment Date Range 04/01/24 - 04/30/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 560 - South Impact Fees										
Department 520 - Transportation										
Sub-Department 560 - South Impact Fees										
Account 50140 - Engineering Services										
1051 - V3 Companies, Ltd	06-224067	19-00519-00-ES; On-Call Eng Assist; 1/1/24-2/24/24 WenmothMain	Paid by EFT # 87613		03/13/2024	04/04/2024	04/04/2024		04/22/2024	1,261.77
1051 - V3 Companies, Ltd	06-224066	19-00519-00-ES; On-Call Eng Assist; -1/1/24-2/24/24- WenmothFabya	Paid by EFT # 87613		03/13/2024	04/11/2024	04/11/2024		04/22/2024	2,772.86
							Account 50140 - Engineering Services Totals	Invoice Transactions 3	\$7,286.90	
							Sub-Department 560 - South Impact Fees Totals	Invoice Transactions 3	\$7,286.90	
							Department 520 - Transportation Totals	Invoice Transactions 3	\$7,286.90	
							Fund 560 - South Impact Fees Totals	Invoice Transactions 3	\$7,286.90	
							Grand Totals	Invoice Transactions 227	\$4,940,700.66	

Committee Revenue Budget Report - by Account Detail
Through April 30, 2024 (41.66% YTD)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
520 Transportation	\$ 70,517,920	\$ 49,165,742	\$ 58,409,109	\$ 58,442,048	\$ 62,626,770	\$ 118,444,343	45.8%	\$ 12,606,475	\$ 119,999,874	10.3%	
300 County Highway	\$ 6,134,489	\$ 6,076,592	\$ 6,166,540	\$ 6,253,770	\$ 6,487,709	\$ 9,817,609	66.1%	\$ 171,434	\$ 11,586,457	1.5%	
Revenue	\$ 6,134,489	\$ 6,076,592	\$ 6,166,540	\$ 6,253,770	\$ 6,487,709	\$ 9,817,609	66.1%	\$ 171,434	\$ 11,586,457	1.5%	
Interest Revenue	\$ 298,600	\$ 166,666	\$ (6,109)	\$ (141,373)	\$ 519,400	\$ 50,000	1,038.8%	\$ -	\$ 349,566	0.0%	
38000 - Investment Income	\$ 298,600	\$ 166,666	\$ (6,109)	\$ (141,373)	\$ 519,400	\$ 50,000	1,038.8%	\$ -	\$ 349,566	0.0%	
Other	\$ 6,750	\$ 2,040	\$ 2,097	\$ 41,978	\$ 16,855	\$ 3,710,680	0.5%	\$ -	\$ 4,297,230	0.0%	
30999 - Lease Revenue	\$ -	\$ -	\$ -	\$ 34,651	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
38530 - Auction Sales	\$ -	\$ 1,435	\$ 1,997	\$ 7,327	\$ 10,405	\$ 5,000	208.1%	\$ -	\$ 10,875	0.0%	
38900 - Miscellaneous Other	\$ 6,750	\$ 605	\$ 100	\$ -	\$ 6,450	\$ 2,000	322.5%	\$ -	\$ 6,579	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,703,680	0.0%	\$ -	\$ 4,279,776	0.0%	
Reimbursements	\$ 347,819	\$ 461,986	\$ 544,060	\$ 557,967	\$ 414,895	\$ 425,000	97.6%	\$ 94,051	\$ 1,481,565	6.3%	
37140 - KDOT Planner Reimbursement	\$ 210,081	\$ 161,003	\$ 177,279	\$ 250,225	\$ 322,102	\$ 255,000	126.3%	\$ 75,846	\$ 218,871	34.7%	
37150 - KDOT Service Reimbursement - Federal	\$ 40,901	\$ 32,550	\$ (4,026)	\$ 5,312	\$ -	\$ -	0.0%	\$ -	\$ 1,200,000	0.0%	
37151 - KDOT Service Reimbursement - State	\$ -	\$ -	\$ -	\$ 24,934	\$ 25,645	\$ -	0.0%	\$ -	\$ -	0.0%	
37152 - KDOT Service Reimbursement - Other	\$ 13,496	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
37280 - Vehicle Lease Reimbursement	\$ -	\$ 196,543	\$ 309,173	\$ 256,338	\$ -	\$ 100,000	0.0%	\$ -	\$ -	0.0%	
37900 - Miscellaneous Reimbursement	\$ 83,342	\$ 71,891	\$ 61,634	\$ 21,159	\$ 67,148	\$ 70,000	95.9%	\$ 18,205	\$ 62,694	29.0%	
Charges for Services	\$ 35,947	\$ 11,928	\$ 28,727	\$ 36,922	\$ 41,528	\$ 34,750	119.5%	\$ (225)	\$ 37,323	(0.6%)	
34640 - Engineering Fees	\$ 32,000	\$ 8,050	\$ 22,000	\$ 30,000	\$ 30,000	\$ 28,000	107.1%	\$ (2,000)	\$ 28,000	(7.1%)	
34650 - Sale of Various Material Fees	\$ 244	\$ -	\$ -	\$ 288	\$ 3,024	\$ 1,750	172.8%	\$ (2)	\$ 3,086	(0.1%)	
35340 - Township Administration Fee	\$ 3,703	\$ 3,878	\$ 6,727	\$ 6,634	\$ 8,504	\$ 5,000	170.1%	\$ 1,777	\$ 6,237	28.5%	
Transfers In	\$ 91,000	\$ -	\$ 114,455	\$ 77,500	\$ -	\$ 161,270	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ 91,000	\$ -	\$ 114,455	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39554 - Transfer from Fund 554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,270	0.0%	\$ -	\$ -	0.0%	
39555 - Transfer from Fund 555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,600	0.0%	\$ -	\$ -	0.0%	
39556 - Transfer from Fund 556	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	0.0%	\$ -	\$ -	0.0%	
39557 - Transfer from Fund 557	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400	0.0%	\$ -	\$ -	0.0%	
39558 - Transfer from Fund 558	\$ -	\$ -	\$ -	\$ 37,500	\$ -	\$ 100,000	0.0%	\$ -	\$ -	0.0%	
39559 - Transfer from Fund 559	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 15,000	0.0%	\$ -	\$ -	0.0%	
39560 - Transfer from Fund 560	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 35,000	0.0%	\$ -	\$ -	0.0%	
Grants	\$ -	\$ -	\$ -	\$ 8,585	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
33900 - Miscellaneous Grants	\$ -	\$ -	\$ -	\$ 8,585	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Licenses and Permits	\$ 357,035	\$ 449,648	\$ 459,502	\$ 657,393	\$ 472,238	\$ 425,000	111.1%	\$ 73,625	\$ 409,864	18.0%	
31350 - Oversized Moving Permits	\$ 203,275	\$ 180,200	\$ 211,525	\$ 241,160	\$ 227,440	\$ 225,000	101.1%	\$ 45,375	\$ 159,507	28.4%	
31370 - Roadway Access Permits	\$ 153,760	\$ 269,448	\$ 247,977	\$ 416,233	\$ 244,798	\$ 200,000	122.4%	\$ 28,250	\$ 250,357	11.3%	
Other Taxes	\$ -	\$ 6,671	\$ 2,532	\$ 7,792	\$ 7,460	\$ -	0.0%	\$ -	\$ -	0.0%	
30170 - TIF Distribution Tax	\$ -	\$ 6,671	\$ 2,532	\$ 7,792	\$ 7,460	\$ -	0.0%	\$ -	\$ -	0.0%	
Property Taxes	\$ 4,997,338	\$ 4,977,653	\$ 5,021,276	\$ 5,007,006	\$ 5,015,333	\$ 5,010,909	100.1%	\$ 3,983	\$ 5,010,909	0.1%	
30000 - Property Taxes	\$ 4,997,338	\$ 4,977,653	\$ 5,021,276	\$ 4,994,570	\$ 4,997,959	\$ 5,010,909	99.7%	\$ 3,983	\$ 5,010,909	0.1%	
30005 - Property Tax Revenue Recapture	\$ -	\$ -	\$ -	\$ 12,436	\$ 17,374	\$ -	0.0%	\$ -	\$ -	0.0%	
301 County Bridge	\$ 353,406	\$ 316,940	\$ 409,402	\$ 350,225	\$ 330,413	\$ 331,195	99.8%	\$ 249	\$ 525,000	0.0%	
Revenue	\$ 353,406	\$ 316,940	\$ 409,402	\$ 350,225	\$ 330,413	\$ 331,195	99.8%	\$ 249	\$ 525,000	0.0%	
Interest Revenue	\$ 11,441	\$ 6,016	\$ (134)	\$ (4,743)	\$ 16,841	\$ 3,500	481.2%	\$ -	\$ 11,746	0.0%	
38000 - Investment Income	\$ 11,441	\$ 6,016	\$ (134)	\$ (4,743)	\$ 16,841	\$ 3,500	481.2%	\$ -	\$ 11,746	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 185,559	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 185,559	0.0%	
Reimbursements	\$ 30,175	\$ -	\$ 76,461	\$ 42,106	\$ -	\$ 15,000	0.0%	\$ -	\$ 15,000	0.0%	
37152 - KDOT Service Reimbursement - Other	\$ 30,175	\$ -	\$ 76,461	\$ 42,106	\$ -	\$ 15,000	0.0%	\$ -	\$ 15,000	0.0%	
Transfers In	\$ -	\$ -	\$ 19,700	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ 19,700	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Other Taxes	\$ -	\$ 436	\$ 133	\$ 493	\$ 465	\$ -	0.0%	\$ -	\$ -	0.0%	

Committee Revenue Budget Report - by Account Detail

Through April 30, 2024 (41.66% YTD)

*2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
30170 - TIF Distribution Tax	\$ -	\$ 436	\$ 133	\$ 493	\$ 465	\$ -	0.0%	\$ -	\$ -	0.0%	
Property Taxes	\$ 311,790	\$ 310,489	\$ 313,241	\$ 312,369	\$ 313,106	\$ 312,695	100.1%	\$ 249	\$ 312,695	0.1%	
30000 - Property Taxes	\$ 311,790	\$ 310,489	\$ 313,241	\$ 311,593	\$ 312,003	\$ 312,695	99.8%	\$ 249	\$ 312,695	0.1%	
30005 - Property Tax Revenue Recapture	\$ -	\$ -	\$ -	\$ 776	\$ 1,103	\$ -	0.0%	\$ -	\$ -	0.0%	
302 Motor Fuel Tax	\$ 10,302,376	\$ 17,496,586	\$ 17,689,572	\$ 18,498,850	\$ 16,370,893	\$ 38,280,439	42.8%	\$ 2,739,973	\$ 37,654,861	7.3%	
Revenue	\$ 10,302,376	\$ 17,496,586	\$ 17,689,572	\$ 18,498,850	\$ 16,370,893	\$ 38,280,439	42.8%	\$ 2,739,973	\$ 37,654,861	7.3%	
Interest Revenue	\$ 393,641	\$ 311,968	\$ (7,518)	\$ (766,742)	\$ 2,771,009	\$ 220,000	1,259.5%	\$ -	\$ 1,820,418	0.0%	
38000 - Investment Income	\$ 393,641	\$ 311,968	\$ (7,518)	\$ (766,742)	\$ 2,771,009	\$ 220,000	1,259.5%	\$ -	\$ 1,820,418	0.0%	
Other	\$ 234	\$ -	\$ -	\$ 184	\$ 5,089	\$ 25,219,054	0.0%	\$ (66)	\$ 22,727,586	(0.0%)	
38900 - Miscellaneous Other	\$ 234	\$ -	\$ -	\$ 184	\$ 5,089	\$ -	0.0%	\$ (66)	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,219,054	0.0%	\$ -	\$ 22,727,586	0.0%	
Reimbursements	\$ 1,084,505	\$ -	\$ -	\$ 948,083	\$ 423,407	\$ 2,066,385	20.5%	\$ 9,920	\$ 714,930	1.4%	
37150 - KDOT Service Reimbursement - Federal	\$ 914,319	\$ -	\$ -	\$ 770,201	\$ 236,488	\$ 1,972,000	12.0%	\$ 9,920	\$ 428,000	2.3%	
37160 - Cty Engineer Salary Reimbursemt	\$ 170,186	\$ -	\$ -	\$ 177,882	\$ 186,919	\$ 94,385	198.0%	\$ -	\$ 286,930	0.0%	
Transfers In	\$ -	\$ -	\$ -	\$ 302,699	\$ 3,693	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39620 - Transfer from Fund 620	\$ -	\$ -	\$ -	\$ 302,699	\$ 3,693	\$ -	0.0%	\$ -	\$ -	0.0%	
Grants	\$ -	\$ 5,759,635	\$ 5,759,635	\$ 5,759,635	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
33900 - Miscellaneous Grants	\$ -	\$ 5,759,635	\$ 5,759,635	\$ 5,759,635	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Other Taxes	\$ 8,823,994	\$ 11,424,983	\$ 11,937,455	\$ 12,254,990	\$ 13,167,695	\$ 10,775,000	122.2%	\$ 2,730,119	\$ 12,391,927	22.0%	
30140 - Motor Fuel Tax	\$ 8,586,669	\$ 9,190,541	\$ 10,315,055	\$ 10,650,722	\$ 11,535,413	\$ 10,775,000	107.1%	\$ 2,730,119	\$ 12,391,927	22.0%	
33895 - Supplemental State Distribution	\$ 237,325	\$ 2,234,442	\$ 1,622,400	\$ 1,604,268	\$ 1,632,282	\$ -	0.0%	\$ -	\$ -	0.0%	
303 County Highway Matching	\$ 70,737	\$ 69,167	\$ 65,162	\$ 61,905	\$ 83,732	\$ 88,248	94.9%	\$ 52	\$ 300,000	0.0%	
Revenue	\$ 70,737	\$ 69,167	\$ 65,162	\$ 61,905	\$ 83,732	\$ 88,248	94.9%	\$ 52	\$ 300,000	0.0%	
Interest Revenue	\$ 5,876	\$ 4,405	\$ (101)	\$ (4,949)	\$ 18,347	\$ 3,000	611.6%	\$ -	\$ 13,075	0.0%	
38000 - Investment Income	\$ 5,876	\$ 4,405	\$ (101)	\$ (4,949)	\$ 18,347	\$ 3,000	611.6%	\$ -	\$ 13,075	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,123	0.0%	\$ -	\$ 221,800	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,123	0.0%	\$ -	\$ 221,800	0.0%	
Transfers In	\$ -	\$ -	\$ -	\$ 1,700	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ -	\$ 1,700	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Other Taxes	\$ -	\$ 102	\$ 44	\$ 111	\$ 97	\$ -	0.0%	\$ -	\$ -	0.0%	
30170 - TIF Distribution Tax	\$ -	\$ 102	\$ 44	\$ 111	\$ 97	\$ -	0.0%	\$ -	\$ -	0.0%	
Property Taxes	\$ 64,862	\$ 64,660	\$ 65,219	\$ 65,043	\$ 65,288	\$ 65,125	100.3%	\$ 52	\$ 65,125	0.1%	
30000 - Property Taxes	\$ 64,862	\$ 64,660	\$ 65,219	\$ 64,881	\$ 65,044	\$ 65,125	99.9%	\$ 52	\$ 65,125	0.1%	
30005 - Property Tax Revenue Recapture	\$ -	\$ -	\$ -	\$ 162	\$ 244	\$ -	0.0%	\$ -	\$ -	0.0%	
304 Motor Fuel Local Option	\$ 10,122,713	\$ 8,799,233	\$ 9,611,752	\$ 9,198,670	\$ 10,869,591	\$ 13,180,000	82.5%	\$ 2,573,966	\$ 13,729,770	18.7%	
Revenue	\$ 10,122,713	\$ 8,799,233	\$ 9,611,752	\$ 9,198,670	\$ 10,869,591	\$ 13,180,000	82.5%	\$ 2,573,966	\$ 13,729,770	18.7%	
Interest Revenue	\$ 503,757	\$ 255,937	\$ 3,613	\$ (149,996)	\$ 646,022	\$ 36,000	1,794.5%	\$ -	\$ 421,008	0.0%	
38000 - Investment Income	\$ 503,757	\$ 255,937	\$ 3,613	\$ (149,996)	\$ 646,022	\$ 36,000	1,794.5%	\$ -	\$ 421,008	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,744,000	0.0%	\$ -	\$ 2,978,321	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,744,000	0.0%	\$ -	\$ 2,978,321	0.0%	
Reimbursements	\$ 145,296	\$ 129,277	\$ 89,656	\$ 202,774	\$ 336,187	\$ 150,000	224.1%	\$ 89,487	\$ 150,000	59.7%	
37150 - KDOT Service Reimbursement - Federal	\$ -	\$ 346	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
37152 - KDOT Service Reimbursement - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
37900 - Miscellaneous Reimbursement	\$ 145,296	\$ 128,931	\$ 89,656	\$ 202,774	\$ 336,187	\$ 150,000	224.1%	\$ 89,487	\$ 150,000	59.7%	
Charges for Services	\$ -	\$ -	\$ -	\$ 33,923	\$ 42,530	\$ -	0.0%	\$ -	\$ -	0.0%	
34640 - Engineering Fees	\$ -	\$ -	\$ -	\$ 33,923	\$ 42,530	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ 673,500	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ 673,500	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	

Committee Revenue Budget Report - by Account Detail

Through April 30, 2024 (41.66% YTD)

*2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
Other Taxes	\$ 9,473,660	\$ 8,414,019	\$ 8,844,983	\$ 9,111,970	\$ 9,844,852	\$ 9,250,000	106.4%	\$ 2,484,479	\$ 10,180,441	24.4%	
30150 - County Local Option Tax	\$ 9,473,660	\$ 8,414,019	\$ 8,844,983	\$ 9,111,970	\$ 9,844,852	\$ 9,250,000	106.4%	\$ 2,484,479	\$ 10,180,441	24.4%	
305 Transportation Sales Tax	\$ 16,762,536	\$ 14,280,665	\$ 20,235,643	\$ 20,019,370	\$ 22,434,656	\$ 45,322,665	49.4%	\$ 5,391,434	\$ 45,462,322	11.9%	
Revenue	\$ 16,762,536	\$ 14,280,665	\$ 20,235,643	\$ 20,019,370	\$ 22,434,656	\$ 45,322,665	49.4%	\$ 5,391,434	\$ 45,462,322	11.9%	
Interest Revenue	\$ 1,072,869	\$ 517,513	\$ (12,648)	\$ (733,411)	\$ 2,704,803	\$ 215,000	1,258.0%	\$ -	\$ 1,729,726	0.0%	
38000 - Investment Income	\$ 1,072,869	\$ 517,513	\$ (12,648)	\$ (733,411)	\$ 2,704,803	\$ 215,000	1,258.0%	\$ -	\$ 1,729,726	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,507,665	0.0%	\$ -	\$ 24,377,326	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,507,665	0.0%	\$ -	\$ 24,377,326	0.0%	
Reimbursements	\$ 666,395	\$ 397,593	\$ 2,928,458	\$ 2,313,796	\$ 1,308,054	\$ 100,000	1,308.1%	\$ 610,894	\$ 530,099	115.2%	
37150 - KDOT Service Reimbursement - Federal	\$ 494,718	\$ 395,850	\$ 2,131,844	\$ 1,321,068	\$ 1,230,835	\$ 80,000	1,538.5%	\$ 610,894	\$ 530,099	115.2%	
37151 - KDOT Service Reimbursement - State	\$ -	\$ -	\$ -	\$ 7,625	\$ 31,316	\$ 20,000	156.6%	\$ -	\$ -	0.0%	
37152 - KDOT Service Reimbursement - Other	\$ 171,677	\$ -	\$ 796,613	\$ 980,000	\$ 37,306	\$ -	0.0%	\$ -	\$ -	0.0%	
37900 - Miscellaneous Reimbursement	\$ -	\$ 1,743	\$ -	\$ 5,103	\$ 8,598	\$ -	0.0%	\$ -	\$ -	0.0%	
Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	0.0%	\$ -	\$ -	0.0%	
35395 - Toll Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ 1,181,400	\$ 174,715	\$ 1,803	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ 1,181,400	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39621 - Transfer from Fund 621	\$ -	\$ -	\$ -	\$ 174,715	\$ 1,803	\$ -	0.0%	\$ -	\$ -	0.0%	
Grants	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
33900 - Miscellaneous Grants	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Other Taxes	\$ 15,023,272	\$ 13,365,559	\$ 16,138,433	\$ 18,064,271	\$ 18,419,996	\$ 17,000,000	108.4%	\$ 4,780,540	\$ 18,825,171	25.4%	
30105 - Sales Tax- RTA	\$ 15,023,272	\$ 13,365,559	\$ 16,138,433	\$ 18,064,271	\$ 18,419,996	\$ 17,000,000	108.4%	\$ 4,780,540	\$ 18,825,171	25.4%	
515 Longmeadow Bond Construction	\$ 23,445,009	\$ 117,602	\$ 13,815	\$ 4,635	\$ 16,872	\$ 220,263	0.1%	\$ -	\$ 220,263	0.0%	
Revenue	\$ 23,445,009	\$ 117,602	\$ 13,815	\$ 4,635	\$ 16,872	\$ 220,263	0.1%	\$ -	\$ 220,263	0.0%	
Interest Revenue	\$ 441,757	\$ 116,565	\$ 13,815	\$ 4,635	\$ 16,872	\$ 8,000	210.9%	\$ -	\$ 21,872	0.0%	
38000 - Investment Income	\$ 441,757	\$ 116,565	\$ 13,815	\$ 4,635	\$ 16,872	\$ 8,000	210.9%	\$ -	\$ 21,872	0.0%	
Other	\$ 23,003,253	\$ -	\$ -	\$ -	\$ -	\$ 212,263	0.0%	\$ -	\$ 198,391	0.0%	
38800 - Bond Proceeds	\$ 22,410,764	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
38850 - Premium on Bonds	\$ 592,488	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,263	0.0%	\$ -	\$ 198,391	0.0%	
Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
37151 - KDOT Service Reimbursement - State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ 1,037	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ 1,037	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
540 Transportation Capital	\$ 158,283	\$ 785,728	\$ 342,588	\$ 120,250	\$ 11,558	\$ 209,000	5.5%	\$ -	\$ 7,695	0.0%	
Revenue	\$ 158,283	\$ 785,728	\$ 342,588	\$ 120,250	\$ 11,558	\$ 209,000	5.5%	\$ -	\$ 7,695	0.0%	
Interest Revenue	\$ 61,317	\$ 26,075	\$ 539	\$ (2,784)	\$ 11,558	\$ 750	1,541.1%	\$ -	\$ 7,695	0.0%	
38000 - Investment Income	\$ 61,317	\$ 26,075	\$ 539	\$ (2,784)	\$ 11,558	\$ 750	1,541.1%	\$ -	\$ 7,695	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 208,250	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 208,250	0.0%	\$ -	\$ -	0.0%	
Reimbursements	\$ 96,967	\$ 759,653	\$ 302,149	\$ 123,034	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
37150 - KDOT Service Reimbursement - Federal	\$ 34,178	\$ 759,653	\$ 268,950	\$ 123,034	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
37151 - KDOT Service Reimbursement - State	\$ 62,789	\$ -	\$ 33,199	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ 39,900	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ 39,900	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
550 Aurora Area Impact Fees	\$ 20,589	\$ 10,642	\$ (3,002)	\$ (5,598)	\$ 35,536	\$ 250	14,214.3%	\$ -	\$ 200,000	0.0%	
Revenue	\$ 20,589	\$ 10,642	\$ (3,002)	\$ (5,598)	\$ 35,536	\$ 250	14,214.3%	\$ -	\$ 200,000	0.0%	
Interest Revenue	\$ 18,517	\$ 10,642	\$ (2)	\$ (8,598)	\$ 35,536	\$ 250	14,214.3%	\$ -	\$ 23,505	0.0%	

Committee Revenue Budget Report - by Account Detail

Through April 30, 2024 (41.66% YTD)

*2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
38000 - Investment Income	\$ 18,517	\$ 10,642	\$ (2)	\$ (8,598)	\$ 35,536	\$ 250	14,214.3%	\$ -	\$ 23,505	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 176,495	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 176,495	0.0%	
Charges for Services	\$ 2,072	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
34660 - Impact Fees	\$ 2,072	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ (3,000)	\$ 3,000	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ (3,000)	\$ 3,000	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
551 Campton Hills Impact Fees	\$ 26,222	\$ 7,161	\$ (7,913)	\$ 2,051	\$ 7,252	\$ 250	2,901.0%	\$ -	\$ 1,292	0.0%	
Revenue	\$ 26,222	\$ 7,161	\$ (7,913)	\$ 2,051	\$ 7,252	\$ 250	2,901.0%	\$ -	\$ 1,292	0.0%	
Interest Revenue	\$ 26,222	\$ 7,161	\$ (113)	\$ (449)	\$ 1,952	\$ 250	781.0%	\$ -	\$ 1,292	0.0%	
38000 - Investment Income	\$ 26,222	\$ 7,161	\$ (113)	\$ (449)	\$ 1,952	\$ 250	781.0%	\$ -	\$ 1,292	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
34660 - Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ (7,800)	\$ 2,500	\$ 5,300	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ (7,800)	\$ 2,500	\$ 5,300	\$ -	0.0%	\$ -	\$ -	0.0%	
552 Greater Elgin Impact Fees	\$ 17,371	\$ 8,658	\$ 24	\$ (5,433)	\$ 15,751	\$ 427,117	3.7%	\$ -	\$ 25,924	0.0%	
Revenue	\$ 17,371	\$ 8,658	\$ 24	\$ (5,433)	\$ 15,751	\$ 427,117	3.7%	\$ -	\$ 25,924	0.0%	
Interest Revenue	\$ 17,074	\$ 8,658	\$ 24	\$ (5,433)	\$ 15,751	\$ 4,500	350.0%	\$ -	\$ 15,880	0.0%	
38000 - Investment Income	\$ 17,074	\$ 8,658	\$ 24	\$ (5,433)	\$ 15,751	\$ 4,500	350.0%	\$ -	\$ 15,880	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 422,617	0.0%	\$ -	\$ 10,044	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 422,617	0.0%	\$ -	\$ 10,044	0.0%	
Charges for Services	\$ 297	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
34660 - Impact Fees	\$ 297	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
553 Northwest Impact Fees	\$ 9,506	\$ 5,397	\$ (662)	\$ (3,786)	\$ 10,843	\$ 345,000	3.1%	\$ -	\$ 20,000	0.0%	
Revenue	\$ 9,506	\$ 5,397	\$ (662)	\$ (3,786)	\$ 10,843	\$ 345,000	3.1%	\$ -	\$ 20,000	0.0%	
Interest Revenue	\$ 9,506	\$ 5,397	\$ 11	\$ (4,459)	\$ 10,843	\$ 1,200	903.6%	\$ -	\$ 12,021	0.0%	
38000 - Investment Income	\$ 9,506	\$ 5,397	\$ 11	\$ (4,459)	\$ 10,843	\$ 1,200	903.6%	\$ -	\$ 12,021	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 343,800	0.0%	\$ -	\$ 7,979	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 343,800	0.0%	\$ -	\$ 7,979	0.0%	
Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
34660 - Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ (673)	\$ 673	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ (673)	\$ 673	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
554 Southwest Impact Fees	\$ 16,067	\$ 3,915	\$ 38	\$ 1,239	\$ 29	\$ 113,270	0.0%	\$ -	\$ -	0.0%	
Revenue	\$ 16,067	\$ 3,915	\$ 38	\$ 1,239	\$ 29	\$ 113,270	0.0%	\$ -	\$ -	0.0%	
Interest Revenue	\$ 16,067	\$ 3,915	\$ 38	\$ 1,239	\$ 29	\$ 400	7.2%	\$ -	\$ -	0.0%	
38000 - Investment Income	\$ 16,067	\$ 3,915	\$ 38	\$ 1,239	\$ 29	\$ 400	7.2%	\$ -	\$ -	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,870	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,870	0.0%	\$ -	\$ -	0.0%	
Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
34660 - Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	

Committee Revenue Budget Report - by Account Detail

Through April 30, 2024 (41.66% YTD)

*2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
555 Tri-Cities Impact Fees	\$ 35,928	\$ 7,421	\$ (11,193)	\$ 11,638	\$ 10	\$ 4,600	0.2%	\$ -	\$ -	0.0%	
Revenue	\$ 35,928	\$ 7,421	\$ (11,193)	\$ 11,638	\$ 10	\$ 4,600	0.2%	\$ -	\$ -	0.0%	
Interest Revenue	\$ 34,679	\$ 7,421	\$ 7	\$ 438	\$ 10	\$ 25	41.8%	\$ -	\$ -	0.0%	
38000 - Investment Income	\$ 34,679	\$ 7,421	\$ 7	\$ 438	\$ 10	\$ 25	41.8%	\$ -	\$ -	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,575	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,575	0.0%	\$ -	\$ -	0.0%	
Charges for Services	\$ 1,249	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
34660 - Impact Fees	\$ 1,249	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ (11,200)	\$ 11,200	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ (11,200)	\$ 11,200	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
556 Upper Fox Impact Fees	\$ 17,453	\$ 7,763	\$ (2,980)	\$ (1,342)	\$ 11,070	\$ 251,000	4.4%	\$ -	\$ 37,641	0.0%	
Revenue	\$ 17,453	\$ 7,763	\$ (2,980)	\$ (1,342)	\$ 11,070	\$ 251,000	4.4%	\$ -	\$ 37,641	0.0%	
Interest Revenue	\$ 17,453	\$ 7,763	\$ (0)	\$ (4,322)	\$ 11,070	\$ 900	1,230.0%	\$ -	\$ 11,651	0.0%	
38000 - Investment Income	\$ 17,453	\$ 7,763	\$ (0)	\$ (4,322)	\$ 11,070	\$ 900	1,230.0%	\$ -	\$ 11,651	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,100	0.0%	\$ -	\$ 25,990	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,100	0.0%	\$ -	\$ 25,990	0.0%	
Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
34660 - Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ (2,980)	\$ 2,980	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ (2,980)	\$ 2,980	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
557 West Central Impact Fees	\$ 1,952	\$ 622	\$ 5	\$ (444)	\$ 1,909	\$ 41,400	4.6%	\$ -	\$ 37,117	0.0%	
Revenue	\$ 1,952	\$ 622	\$ 5	\$ (444)	\$ 1,909	\$ 41,400	4.6%	\$ -	\$ 37,117	0.0%	
Interest Revenue	\$ 1,952	\$ 622	\$ 5	\$ (444)	\$ 1,909	\$ 150	1,272.7%	\$ -	\$ 1,263	0.0%	
38000 - Investment Income	\$ 1,952	\$ 622	\$ 5	\$ (444)	\$ 1,909	\$ 150	1,272.7%	\$ -	\$ 1,263	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,250	0.0%	\$ -	\$ 35,854	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,250	0.0%	\$ -	\$ 35,854	0.0%	
Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
34660 - Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
558 North Impact Fees	\$ 1,675,497	\$ 603,567	\$ 2,830,697	\$ 2,139,575	\$ 2,820,949	\$ 3,060,000	92.2%	\$ 476,518	\$ 3,719,181	12.4%	
Revenue	\$ 1,675,497	\$ 603,567	\$ 2,830,697	\$ 2,139,575	\$ 2,820,949	\$ 3,060,000	92.2%	\$ 476,518	\$ 3,719,181	12.4%	
Interest Revenue	\$ 45,210	\$ 32,067	\$ (5,360)	\$ (100,815)	\$ 342,227	\$ 48,000	713.0%	\$ -	\$ 232,859	0.0%	
38000 - Investment Income	\$ 45,210	\$ 32,067	\$ (5,360)	\$ (100,815)	\$ 342,227	\$ 48,000	713.0%	\$ -	\$ 232,859	0.0%	
Other	\$ -	\$ -	\$ 297	\$ -	\$ -	\$ 1,012,000	0.0%	\$ -	\$ 371,226	0.0%	
38900 - Miscellaneous Other	\$ -	\$ -	\$ 297	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,012,000	0.0%	\$ -	\$ 371,226	0.0%	
Charges for Services	\$ 1,630,287	\$ 571,500	\$ 2,700,742	\$ 1,924,209	\$ 2,478,722	\$ 2,000,000	123.9%	\$ 350,278	\$ 3,115,096	11.2%	
34660 - Impact Fees	\$ 1,630,287	\$ 571,500	\$ 2,700,742	\$ 1,924,209	\$ 2,478,722	\$ 2,000,000	123.9%	\$ 350,278	\$ 3,115,096	11.2%	
Transfers In	\$ -	\$ -	\$ 135,019	\$ 316,181	\$ -	\$ -	0.0%	\$ 126,240	\$ -	100.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ 135,019	\$ 316,181	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39552 - Transfer from Fund 552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 63,192	\$ -	100.0%	
39553 - Transfer from Fund 553	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 18,539	\$ -	100.0%	
39556 - Transfer from Fund 556	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 44,509	\$ -	100.0%	
559 Central Impact Fees	\$ 495,653	\$ 313,718	\$ 454,322	\$ 621,012	\$ 986,181	\$ 2,381,000	41.4%	\$ 309,823	\$ 1,503,726	19.6%	
Revenue	\$ 495,653	\$ 313,718	\$ 454,322	\$ 621,012	\$ 986,181	\$ 2,381,000	41.4%	\$ 309,823	\$ 1,503,726	19.6%	
Interest Revenue	\$ 78,663	\$ 37,442	\$ (353)	\$ (42,193)	\$ 161,754	\$ 13,000	1,244.3%	\$ -	\$ 103,361	0.0%	
38000 - Investment Income	\$ 78,663	\$ 37,442	\$ (353)	\$ (42,193)	\$ 161,754	\$ 13,000	1,244.3%	\$ -	\$ 103,361	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,068,000	0.0%	\$ -	\$ 582,295	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,068,000	0.0%	\$ -	\$ 582,295	0.0%	

Committee Revenue Budget Report - by Account Detail

Through April 30, 2024 (41.66% YTD)

*2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
Reimbursements	\$ 9,613	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
37150 - KDOT Service Reimbursement - Federal	\$ 9,613	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
37151 - KDOT Service Reimbursement - State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Charges for Services	\$ 407,377	\$ 276,276	\$ 360,775	\$ 641,365	\$ 824,375	\$ 300,000	274.8%	\$ 232,113	\$ 818,070	28.4%	
34660 - Impact Fees	\$ 407,377	\$ 276,276	\$ 360,775	\$ 641,365	\$ 824,375	\$ 300,000	274.8%	\$ 232,113	\$ 818,070	28.4%	
Transfers In	\$ -	\$ -	\$ 93,900	\$ 21,840	\$ 52	\$ -	0.0%	\$ 77,710	\$ -	100.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ 93,900	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39551 - Transfer from Fund 551	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	0.0%	\$ 39,265	\$ -	100.0%	
39555 - Transfer from Fund 555	\$ -	\$ -	\$ -	\$ 17,340	\$ 52	\$ -	0.0%	\$ 52	\$ -	100.0%	
39557 - Transfer from Fund 557	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	0.0%	\$ 38,393	\$ -	100.0%	
560 South Impact Fees	\$ 852,133	\$ 254,365	\$ 615,298	\$ 1,175,461	\$ 2,131,817	\$ 4,371,037	48.8%	\$ 943,028	\$ 4,968,625	16.6%	
Revenue	\$ 852,133	\$ 254,365	\$ 615,298	\$ 1,175,461	\$ 2,131,817	\$ 4,371,037	48.8%	\$ 943,028	\$ 4,968,625	16.6%	
Interest Revenue	\$ 102,855	\$ 61,217	\$ (1,128)	\$ (64,392)	\$ 253,724	\$ 23,000	1,103.1%	\$ -	\$ 158,320	0.0%	
38000 - Investment Income	\$ 102,855	\$ 61,217	\$ (1,128)	\$ (64,392)	\$ 253,724	\$ 23,000	1,103.1%	\$ -	\$ 158,320	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,648,037	0.0%	\$ -	\$ 2,963,793	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,648,037	0.0%	\$ -	\$ 2,963,793	0.0%	
Charges for Services	\$ 749,277	\$ 193,147	\$ 449,618	\$ 1,099,196	\$ 1,877,983	\$ 700,000	268.3%	\$ 228,295	\$ 1,846,512	12.4%	
34660 - Impact Fees	\$ 749,277	\$ 193,147	\$ 449,618	\$ 1,099,196	\$ 1,877,983	\$ 700,000	268.3%	\$ 228,295	\$ 1,846,512	12.4%	
Transfers In	\$ -	\$ -	\$ 166,808	\$ 140,657	\$ 110	\$ -	0.0%	\$ 714,733	\$ -	100.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ 166,808	\$ 87,492	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39550 - Transfer from Fund 550	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	0.0%	\$ 714,623	\$ -	100.0%	
39554 - Transfer from Fund 554	\$ -	\$ -	\$ -	\$ 43,165	\$ 110	\$ -	0.0%	\$ 110	\$ -	100.0%	
Grand Total	\$ 70,517,920	\$ 49,165,742	\$ 58,409,109	\$ 58,442,048	\$ 62,626,770	\$ 118,444,343	45.8%	\$ 12,606,475	\$ 119,999,874	10.3%	

Committee Expense Budget Report - by Account Detail
Through April 30, 2024 (41.66% YTD, 38.46% Payroll Expense through Pay Period Ending 4/13/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
520 Transportation	\$ 62,336,960	\$ 56,890,083	\$ 37,561,411	\$ 36,164,414	\$ 63,816,498	\$ 118,444,343	46.7%	\$ 12,081,882	\$ 119,999,874	9.9%	
300 County Highway	\$ 6,111,674	\$ 6,267,168	\$ 6,904,614	\$ 6,628,603	\$ 7,344,275	\$ 9,817,609	74.8%	\$ 2,430,640	\$ 11,586,457	20.8%	
Expenses	\$ 6,111,674	\$ 6,267,168	\$ 6,904,614	\$ 6,628,603	\$ 7,344,275	\$ 9,817,609	74.8%	\$ 2,430,640	\$ 11,586,457	20.8%	
Personnel Services- Salaries & Wages	\$ 2,287,010	\$ 2,356,718	\$ 2,430,666	\$ 2,710,850	\$ 2,843,771	\$ 3,380,747	84.1%	\$ 1,079,287	\$ 3,613,644	29.9%	
40000 - Salaries and Wages	\$ 2,171,582	\$ 2,258,646	\$ 2,351,668	\$ 2,622,832	\$ 2,727,277	\$ 3,184,767	85.6%	\$ 1,056,259	\$ 3,228,975	32.7%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,830	0.0%	\$ -	\$ -	0.0%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 102,335	0.0%	
40007 - Equity Study Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 182,184	0.0%	
40200 - Overtime Salaries	\$ 115,429	\$ 98,073	\$ 78,998	\$ 88,017	\$ 116,495	\$ 100,150	116.3%	\$ 23,028	\$ 100,150	23.0%	
Personnel Services- Employee Benefits	\$ 752,816	\$ 768,194	\$ 805,895	\$ 889,793	\$ 895,285	\$ 1,127,458	79.4%	\$ 327,084	\$ 1,094,041	29.9%	
45000 - Healthcare Contribution	\$ 414,224	\$ 404,364	\$ 410,757	\$ 500,871	\$ 531,357	\$ 677,627	78.4%	\$ 194,723	\$ 646,643	30.1%	
45010 - Dental Contribution	\$ 11,722	\$ 10,826	\$ 11,679	\$ 12,091	\$ 12,086	\$ 17,095	70.7%	\$ 4,534	\$ 17,696	25.6%	
45100 - FICA/SS Contribution	\$ 166,614	\$ 172,443	\$ 178,624	\$ 199,631	\$ 209,746	\$ 258,627	81.1%	\$ 79,675	\$ 268,783	29.6%	
45200 - IMRF Contribution	\$ 160,255	\$ 180,561	\$ 204,835	\$ 177,200	\$ 142,096	\$ 174,109	81.6%	\$ 48,152	\$ 160,919	29.9%	
Contractual Services	\$ 1,611,351	\$ 1,465,343	\$ 2,060,709	\$ 1,717,898	\$ 1,531,295	\$ 2,037,685	75.1%	\$ 284,324	\$ 2,945,951	9.7%	
50140 - Engineering Services	\$ 811,175	\$ 678,369	\$ 1,201,855	\$ 997,416	\$ 706,017	\$ 965,000	73.2%	\$ 57,209	\$ 1,788,483	3.2%	
50150 - Contractual/Consulting Services	\$ 327,352	\$ 210,569	\$ 290,066	\$ 131,397	\$ 123,937	\$ 261,890	47.3%	\$ 56,919	\$ 337,019	16.9%	
50160 - Legal Services	\$ 86,220	\$ 107,675	\$ 86,500	\$ 48,000	\$ 113,065	\$ 125,000	90.5%	\$ 20,000	\$ 204,000	9.8%	
50210 - Medical/Dental/Hospital Services	\$ 3,095	\$ 1,855	\$ 2,704	\$ 1,235	\$ 505	\$ 5,000	10.1%	\$ 475	\$ 1,317	36.1%	
50330 - Northeast IL Plan and Metro Svcs	\$ -	\$ 27,143	\$ 27,143	\$ 27,143	\$ 54,286	\$ 32,143	168.9%	\$ 56,457	\$ 59,286	95.2%	
50340 - Software Licensing Cost	\$ 42,125	\$ 37,906	\$ 47,261	\$ 44,379	\$ 64,333	\$ 82,655	77.8%	\$ 11,000	\$ 80,814	13.6%	
50480 - Security Services	\$ 8,097	\$ 20,564	\$ 8,236	\$ 10,743	\$ 10,752	\$ 6,000	179.2%	\$ 504	\$ 18,002	2.8%	
52000 - Disposal and Water Softener Svcs	\$ 14,368	\$ 23,944	\$ 13,508	\$ 12,620	\$ 17,499	\$ 26,000	67.3%	\$ 5,756	\$ 26,000	22.1%	
52010 - Janitorial Services	\$ 16,108	\$ 25,753	\$ 28,039	\$ 29,113	\$ 40,726	\$ 34,000	119.8%	\$ 11,875	\$ 36,000	33.0%	
52020 - Repairs and Maintenance- Roads	\$ 22	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
52110 - Repairs and Maint- Buildings	\$ 53,933	\$ 30,544	\$ 54,492	\$ 80,411	\$ 28,513	\$ 59,000	48.3%	\$ 11,026	\$ 88,608	12.4%	
52120 - Repairs and Maint- Grounds	\$ 15,048	\$ 9,316	\$ 9,524	\$ 11,671	\$ 15,041	\$ 12,000	125.3%	\$ 2,740	\$ 16,402	16.7%	
52140 - Repairs and Maint- Copiers	\$ 5,601	\$ 2,820	\$ 2,783	\$ 3,941	\$ 6,067	\$ 5,560	109.1%	\$ 1,006	\$ 6,120	16.4%	
52150 - Repairs and Maint- Comm Equip	\$ 175	\$ 7,907	\$ -	\$ -	\$ -	\$ 1,000	0.0%	\$ -	\$ -	0.0%	
52160 - Repairs and Maint- Equipment	\$ 13,112	\$ 12,200	\$ 9,772	\$ 6,002	\$ 6,862	\$ 15,000	45.7%	\$ 934	\$ 5,677	16.5%	
52215 - Vehicle Lease	\$ -	\$ 55,769	\$ 68,769	\$ 76,548	\$ 68,252	\$ 100,000	68.3%	\$ -	\$ -	0.0%	
52230 - Repairs and Maint- Vehicles	\$ 28,811	\$ 27,251	\$ 14,745	\$ 18,384	\$ 14,364	\$ 36,000	39.9%	\$ 18,723	\$ 9,095	205.9%	
52240 - Repairs and Maint- Office Equip	\$ 2,216	\$ -	\$ 1,278	\$ 1,897	\$ 2,037	\$ 3,000	67.9%	\$ -	\$ 3,577	0.0%	
53000 - Liability Insurance	\$ 49,262	\$ 57,278	\$ 53,114	\$ 67,485	\$ 95,794	\$ 95,794	100.0%	\$ -	\$ 100,422	0.0%	
53010 - Workers Compensation	\$ 65,858	\$ 69,885	\$ 83,305	\$ 81,448	\$ 72,830	\$ 72,830	100.0%	\$ -	\$ 69,101	0.0%	
53020 - Unemployment Claims	\$ 2,898	\$ 1,645	\$ 1,678	\$ 2,037	\$ 1,313	\$ 1,313	100.0%	\$ -	\$ 1,615	0.0%	
53060 - General Printing	\$ 165	\$ 150	\$ 502	\$ 152	\$ 75	\$ 3,000	2.5%	\$ 128	\$ 108	118.5%	
53070 - Legal Printing	\$ 1,426	\$ 2,652	\$ 4,158	\$ 2,158	\$ 1,419	\$ 5,000	28.4%	\$ -	\$ 1,652	0.0%	
53080 - Mapping	\$ -	\$ -	\$ -	\$ -	\$ 8,560	\$ 12,000	71.3%	\$ -	\$ 13,000	0.0%	
53100 - Conferences and Meetings	\$ 25,234	\$ 9,244	\$ 20,320	\$ 21,407	\$ 33,488	\$ 25,000	134.0%	\$ 13,774	\$ 33,000	41.7%	
53110 - Employee Training	\$ 10,914	\$ 7,133	\$ 9,157	\$ 15,922	\$ 15,594	\$ 15,000	104.0%	\$ 3,736	\$ 15,000	24.9%	
53120 - Employee Mileage Expense	\$ 4,610	\$ 1,713	\$ 870	\$ 5,120	\$ 5,014	\$ 6,500	77.1%	\$ 1,847	\$ 4,454	41.5%	
53130 - General Association Dues	\$ 19,455	\$ 19,197	\$ 20,186	\$ 21,194	\$ 24,614	\$ 26,000	94.7%	\$ 10,214	\$ 26,856	38.0%	
55000 - Miscellaneous Contractual Exp	\$ 4,070	\$ 16,858	\$ 744	\$ 74	\$ 336	\$ 6,000	5.6%	\$ -	\$ 343	0.0%	
Commodities	\$ 540,470	\$ 442,073	\$ 575,259	\$ 611,509	\$ 625,789	\$ 1,018,200	61.5%	\$ 215,380	\$ 815,900	26.4%	
60000 - Office Supplies	\$ 23,933	\$ 13,850	\$ 11,535	\$ 13,918	\$ 22,745	\$ 22,500	101.1%	\$ 3,991	\$ 17,000	23.5%	
60010 - Operating Supplies	\$ 17,213	\$ 16,715	\$ 18,445	\$ 20,981	\$ 16,823	\$ 21,000	80.1%	\$ 4,409	\$ 21,000	21.0%	
60040 - Postage	\$ 1,485	\$ 66	\$ 66	\$ 202	\$ 60	\$ 2,000	3.0%	\$ 199	\$ 300	66.4%	
60050 - Books and Subscriptions	\$ 360	\$ 473	\$ 1,590	\$ 203	\$ 801	\$ 2,000	40.1%	\$ -	\$ 1,500	0.0%	
60060 - Computer Software- Non Capital	\$ -	\$ -	\$ -	\$ -	\$ 1,940	\$ -	0.0%	\$ -	\$ -	0.0%	
60070 - Computer Hardware- Non Capital	\$ 15,386	\$ 28,267	\$ 16,043	\$ 6,825	\$ 32,159	\$ 70,400	45.7%	\$ 1,133	\$ 103,100	1.1%	

Committee Expense Budget Report - by Account Detail
Through April 30, 2024 (41.66% YTD, 38.46% Payroll Expense through Pay Period Ending 4/13/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
60340 - Buildings and Grounds Supplies	\$ 6,479	\$ 13,837	\$ 26,593	\$ 25,196	\$ 32,881	\$ 30,000	109.6%	\$ 19,174	\$ 30,000	63.9%	
60360 - Equipment Parts/Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
60370 - Tools	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 850	\$ -	0.0%	
60380 - Liquid Salt	\$ 2,689	\$ -	\$ 4,043	\$ 30,790	\$ 26,120	\$ 15,300	170.7%	\$ 13,360	\$ 30,000	44.5%	
60400 - Crushed Stone	\$ 5,874	\$ 5,278	\$ 3,974	\$ 3,028	\$ 3,250	\$ 10,000	32.5%	\$ 543	\$ 5,000	10.9%	
60410 - Culverts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 900	\$ -	0.0%	
60430 - Sign Material	\$ 33,299	\$ 33,533	\$ 49,249	\$ 54,531	\$ 48,659	\$ 55,000	88.5%	\$ 28,973	\$ 60,000	48.3%	
60440 - Traffic Markers and Barricades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
63000 - Utilities- Natural Gas	\$ 32,985	\$ 25,893	\$ 27,954	\$ 39,193	\$ 37,136	\$ 45,000	82.5%	\$ 18,194	\$ 45,000	40.4%	
63010 - Utilities- Electric	\$ 26,013	\$ 21,790	\$ 22,128	\$ 18,094	\$ 29,300	\$ 38,000	77.1%	\$ 10,075	\$ 38,000	26.5%	
63020 - Utilities- Intersect Lighting	\$ 122,504	\$ 121,724	\$ 113,947	\$ 98,868	\$ 107,752	\$ 145,000	74.3%	\$ 31,877	\$ 120,000	26.6%	
63040 - Fuel- Vehicles	\$ 198,695	\$ 120,430	\$ 241,045	\$ 255,981	\$ 227,906	\$ 500,000	45.6%	\$ 81,700	\$ 300,000	27.2%	
64000 - Telephone	\$ 35,770	\$ 23,286	\$ 20,834	\$ 24,905	\$ 20,642	\$ 40,000	51.6%	\$ -	\$ 25,000	0.0%	
64010 - Cellular Phone	\$ 17,784	\$ 16,931	\$ 17,814	\$ 18,796	\$ 17,613	\$ 22,000	80.1%	\$ -	\$ 20,000	0.0%	
Transfers Out	\$ 267,396	\$ 185,260	\$ 182,063	\$ 172,588	\$ 184,111	\$ 184,111	100.0%	\$ 283,293	\$ 183,293	100.0%	
99000 - Transfer To Other Funds	\$ 267,396	\$ 185,260	\$ 182,063	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99001 - Transfer to Fund 001	\$ -	\$ -	\$ -	\$ 172,588	\$ 184,111	\$ 184,111	100.0%	\$ 183,293	\$ 183,293	100.0%	
99010 - Transfer To Fund 010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 100,000	\$ -	100.0%	
Capital	\$ 652,631	\$ 1,049,580	\$ 850,022	\$ 525,965	\$ 1,264,025	\$ 2,069,408	61.1%	\$ 241,273	\$ 2,933,628	8.2%	
70000 - Computers	\$ 16,787	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 1,500	0.0%	
70020 - Computer Software- Capital	\$ 30,181	\$ 23,839	\$ 161,134	\$ 217,088	\$ 208,070	\$ 179,800	115.7%	\$ 71,440	\$ 264,500	27.0%	
70060 - Communications Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
70070 - Automotive Equipment	\$ 343,965	\$ 297,380	\$ 491,710	\$ -	\$ 882,077	\$ 1,198,608	73.6%	\$ 119,011	\$ 1,417,628	8.4%	
70080 - Office Furniture	\$ -	\$ 80,247	\$ 20,823	\$ -	\$ 62,876	\$ 10,000	628.8%	\$ -	\$ -	0.0%	
70100 - Copiers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	0.0%	\$ -	\$ -	0.0%	
70110 - Machinery and Equipment	\$ 127,216	\$ 284,890	\$ 54,991	\$ 78,494	\$ 42,553	\$ 71,000	59.9%	\$ 50,822	\$ 490,000	10.4%	
70120 - Special Purpose Equipment	\$ -	\$ 28,000	\$ -	\$ -	\$ -	\$ 30,000	0.0%	\$ -	\$ 180,000	0.0%	
72010 - Building Improvements	\$ 114,455	\$ 316,199	\$ 120,673	\$ 229,169	\$ 67,898	\$ 470,000	14.4%	\$ -	\$ 330,000	0.0%	
73000 - Road Construction	\$ -	\$ 2,874	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
74010 - Highway Right of Way	\$ 20,026	\$ 16,151	\$ 691	\$ 1,215	\$ 551	\$ 100,000	0.6%	\$ -	\$ 250,000	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
301 County Bridge	\$ 247,282	\$ 565,263	\$ 268,718	\$ 444,359	\$ 403,338	\$ 331,195	121.8%	\$ 22,437	\$ 525,000	4.3%	
Expenses	\$ 247,282	\$ 565,263	\$ 268,718	\$ 444,359	\$ 403,338	\$ 331,195	121.8%	\$ 22,437	\$ 525,000	4.3%	
Contractual Services	\$ 247,282	\$ 565,263	\$ 268,718	\$ 444,359	\$ 403,338	\$ 331,195	121.8%	\$ 22,437	\$ 525,000	4.3%	
52100 - Bridge Inspection	\$ 247,282	\$ 565,263	\$ 268,718	\$ 444,359	\$ 403,338	\$ 331,195	121.8%	\$ 22,437	\$ 525,000	4.3%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
302 Motor Fuel Tax	\$ 6,993,944	\$ 7,717,547	\$ 5,192,860	\$ 6,324,076	\$ 18,910,094	\$ 38,280,439	49.4%	\$ 4,904,193	\$ 37,654,861	13.0%	
Expenses	\$ 6,993,944	\$ 7,717,547	\$ 5,192,860	\$ 6,324,076	\$ 18,910,094	\$ 38,280,439	49.4%	\$ 4,904,193	\$ 37,654,861	13.0%	
Personnel Services- Salaries & Wages	\$ 2,472,647	\$ 2,228,137	\$ 2,617,547	\$ 2,475,105	\$ 2,680,793	\$ 2,989,343	89.7%	\$ 1,099,822	\$ 3,198,788	34.4%	
40000 - Salaries and Wages	\$ 2,241,742	\$ 2,263,507	\$ 2,339,806	\$ 2,301,405	\$ 2,562,431	\$ 2,610,114	98.2%	\$ 980,506	\$ 2,740,434	35.8%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,539	0.0%	\$ -	\$ -	0.0%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 84,411	0.0%	
40007 - Equity Study Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 73,253	0.0%	
40009 - Salaries and Wages Subsidy	\$ -	\$ (126,429)	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
40200 - Overtime Salaries	\$ 230,904	\$ 91,059	\$ 277,740	\$ 173,700	\$ 118,361	\$ 300,690	39.4%	\$ 119,317	\$ 300,690	39.7%	
Personnel Services- Employee Benefits	\$ 892,047	\$ 871,872	\$ 993,591	\$ 928,234	\$ 989,304	\$ 1,171,835	84.4%	\$ 368,148	\$ 1,140,454	32.3%	
45000 - Healthcare Contribution	\$ 73,072	\$ 70,479	\$ 70,596	\$ 77,722	\$ 88,704	\$ 107,269	82.7%	\$ 34,944	\$ 91,766	38.1%	

Committee Expense Budget Report - by Account Detail
Through April 30, 2024 (41.66% YTD, 38.46% Payroll Expense through Pay Period Ending 4/13/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
45009 - Healthcare Subsidy	\$ -	\$ (31)	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
45010 - Dental Contribution	\$ 2,615	\$ 2,439	\$ 2,666	\$ 2,666	\$ 2,946	\$ 3,330	88.5%	\$ 1,155	\$ 3,586	32.2%	
45019 - Dental Subsidy	\$ -	\$ 2	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
45100 - FICA/SS Contribution	\$ 180,866	\$ 170,552	\$ 191,384	\$ 180,435	\$ 195,974	\$ 228,685	85.7%	\$ 81,329	\$ 221,705	36.7%	
45109 - FICA/SS Subsidy	\$ -	\$ (7,884)	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
45200 - IMRF Contribution	\$ 176,724	\$ 182,060	\$ 222,656	\$ 162,628	\$ 132,746	\$ 153,951	86.2%	\$ 49,623	\$ 132,733	37.4%	
45209 - IMRF Subsidy	\$ -	\$ (10,165)	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
45410 - Teamsters Contribution	\$ 458,770	\$ 464,420	\$ 506,290	\$ 504,784	\$ 568,934	\$ 678,600	83.8%	\$ 201,096	\$ 690,664	29.1%	
Contractual Services	\$ 106,243	\$ 1,016,537	\$ 1,439,006	\$ 1,483,673	\$ 6,196,794	\$ 10,685,891	58.0%	\$ 586,460	\$ 15,240,662	3.8%	
50140 - Engineering Services	\$ -	\$ 902,298	\$ 1,317,009	\$ 1,352,598	\$ 1,557,521	\$ 6,046,618	25.8%	\$ 586,460	\$ 8,095,417	7.2%	
50510 - Debt Administration Cost	\$ 550	\$ 550	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
52080 - Repairs and Maint- Resurfacing	\$ -	\$ -	\$ -	\$ -	\$ 4,500,000	\$ 4,500,000	100.0%	\$ -	\$ 7,000,000	0.0%	
53000 - Liability Insurance	\$ 44,117	\$ 50,555	\$ 46,922	\$ 58,592	\$ 78,509	\$ 78,509	100.0%	\$ -	\$ 85,228	0.0%	
53010 - Workers Compensation	\$ 58,980	\$ 61,682	\$ 73,593	\$ 70,715	\$ 59,688	\$ 59,688	100.0%	\$ -	\$ 58,646	0.0%	
53020 - Unemployment Claims	\$ 2,596	\$ 1,452	\$ 1,482	\$ 1,768	\$ 1,076	\$ 1,076	100.0%	\$ -	\$ 1,371	0.0%	
Transfers Out	\$ 3,494,938	\$ 3,599,801	\$ 108,698	\$ 92,169	\$ 104,868	\$ 104,868	100.0%	\$ 109,934	\$ 109,934	100.0%	
99000 - Transfer To Other Funds	\$ 3,494,938	\$ 3,599,801	\$ 108,698	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99001 - Transfer to Fund 001	\$ -	\$ -	\$ -	\$ 92,169	\$ 104,868	\$ 104,868	100.0%	\$ 109,934	\$ 109,934	100.0%	
Capital	\$ 28,069	\$ 1,200	\$ 34,018	\$ 1,344,895	\$ 8,938,336	\$ 23,328,502	38.3%	\$ 2,739,829	\$ 17,965,023	15.3%	
73000 - Road Construction	\$ 28,069	\$ 1,200	\$ -	\$ 1,320,230	\$ 8,921,336	\$ 20,168,502	44.2%	\$ 2,739,829	\$ 12,785,023	21.4%	
73010 - Bridge Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	0.0%	\$ -	\$ 3,000,000	0.0%	
74010 - Highway Right of Way	\$ -	\$ -	\$ 34,018	\$ 24,665	\$ 17,000	\$ 160,000	10.6%	\$ -	\$ 2,180,000	0.0%	
303 County Highway Matching	\$ -	\$ -	\$ -	\$ 81,146	\$ 81,850	\$ 88,248	92.7%	\$ 300,000	\$ 300,000	100.0%	
Expenses	\$ -	\$ -	\$ -	\$ 81,146	\$ 81,850	\$ 88,248	92.7%	\$ 300,000	\$ 300,000	100.0%	
Commodities	\$ -	\$ -	\$ -	\$ 81,146	\$ 81,850	\$ 88,248	92.7%	\$ 300,000	\$ 300,000	100.0%	
60390 - Rock Salt	\$ -	\$ -	\$ -	\$ 81,146	\$ 81,850	\$ 88,248	92.7%	\$ 300,000	\$ 300,000	100.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
304 Motor Fuel Local Option	\$ 10,415,260	\$ 12,159,759	\$ 10,375,090	\$ 11,208,752	\$ 11,217,227	\$ 13,180,000	85.1%	\$ 961,931	\$ 13,729,770	7.0%	
Expenses	\$ 10,415,260	\$ 12,159,759	\$ 10,375,090	\$ 11,208,752	\$ 11,217,227	\$ 13,180,000	85.1%	\$ 961,931	\$ 13,729,770	7.0%	
Contractual Services	\$ 8,586,955	\$ 9,619,982	\$ 7,566,395	\$ 9,378,978	\$ 7,919,342	\$ 9,585,500	82.6%	\$ 331,012	\$ 7,873,190	4.2%	
50140 - Engineering Services	\$ 1,098,613	\$ 850,519	\$ 325,958	\$ 374,589	\$ 404,378	\$ 1,100,500	36.7%	\$ 118,317	\$ 1,966,698	6.0%	
52020 - Repairs and Maintenance- Roads	\$ 555,918	\$ 10,720	\$ 4,666	\$ 12,679	\$ 22,606	\$ 50,000	45.2%	\$ 9,219	\$ 86,492	10.7%	
52040 - Repairs and Maintenance- Bridges	\$ 1,243,274	\$ 1,324,482	\$ 686,758	\$ 444,477	\$ 153,886	\$ 1,910,000	8.1%	\$ -	\$ 2,595,000	0.0%	
52050 - Repairs and Maint- Cracksealing	\$ 85,442	\$ 431,577	\$ -	\$ 406,438	\$ 790,773	\$ 625,000	126.5%	\$ -	\$ 625,000	0.0%	
52070 - Repairs and Maint- Pavement Mark	\$ 803,631	\$ 928,494	\$ 766,626	\$ 1,011,857	\$ 960,876	\$ 1,150,000	83.6%	\$ -	\$ 1,350,000	0.0%	
52080 - Repairs and Maint- Resurfacing	\$ 3,941,007	\$ 5,594,752	\$ 5,782,388	\$ 7,128,939	\$ 5,586,822	\$ 4,000,000	139.7%	\$ 203,476	\$ 500,000	40.7%	
52280 - Pavement Preservation	\$ 859,070	\$ 479,438	\$ -	\$ -	\$ -	\$ 750,000	0.0%	\$ -	\$ 750,000	0.0%	
Commodities	\$ 1,764,082	\$ 1,700,421	\$ 2,218,754	\$ 1,795,361	\$ 2,426,294	\$ 3,324,500	73.0%	\$ 574,496	\$ 2,789,140	20.6%	
60210 - Uniform Supplies	\$ 21,254	\$ 23,280	\$ 22,016	\$ 23,211	\$ 24,851	\$ 22,000	113.0%	\$ 5,976	\$ 25,000	23.9%	
60330 - Vehicle Parts/Supplies	\$ 135,914	\$ 135,972	\$ 150,141	\$ 172,641	\$ 160,693	\$ 175,000	91.8%	\$ 75,950	\$ 175,000	43.4%	
60360 - Equipment Parts/Supplies	\$ 71,652	\$ 74,063	\$ 84,691	\$ 77,411	\$ 97,993	\$ 100,000	98.0%	\$ 27,590	\$ 100,000	27.6%	
60370 - Tools	\$ 15,727	\$ 13,404	\$ 9,277	\$ 6,317	\$ 12,074	\$ 15,000	80.5%	\$ 4,127	\$ 10,000	41.3%	
60390 - Rock Salt	\$ 740,362	\$ 844,899	\$ 1,038,303	\$ 823,901	\$ 619,745	\$ 1,165,500	53.2%	\$ 155,022	\$ 632,140	24.5%	
60410 - Culverts	\$ 7,201	\$ 5,853	\$ 2,106	\$ 8,013	\$ 3,424	\$ 12,000	28.5%	\$ 6,931	\$ 12,000	57.8%	
60420 - Road Material	\$ 28,353	\$ 26,621	\$ 20,129	\$ 13,215	\$ 35,565	\$ 30,000	118.6%	\$ 6,040	\$ 30,000	20.1%	
60440 - Traffic Markers and Barricades	\$ 453	\$ -	\$ 1,388	\$ 8,310	\$ 990	\$ 10,000	9.9%	\$ 1,675	\$ 10,000	16.8%	
63020 - Utilities- Intersect Lighting	\$ 743,165	\$ 576,330	\$ 890,703	\$ 662,341	\$ 1,470,958	\$ 1,795,000	81.9%	\$ 291,184	\$ 1,795,000	16.2%	
Transfers Out	\$ 55,501	\$ 56,241	\$ 57,041	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	

Committee Expense Budget Report - by Account Detail
Through April 30, 2024 (41.66% YTD, 38.46% Payroll Expense through Pay Period Ending 4/13/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
99000 - Transfer To Other Funds	\$ 55,501	\$ 56,241	\$ 57,041	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Capital	\$ 8,722	\$ 783,115	\$ 532,900	\$ 34,413	\$ 871,591	\$ 270,000	322.8%	\$ 56,422	\$ 405,000	13.9%	
70110 - Machinery and Equipment	\$ 7,210	\$ -	\$ -	\$ -	\$ 55,549	\$ -	0.0%	\$ -	\$ -	0.0%	
73000 - Road Construction	\$ -	\$ 783,115	\$ -	\$ -	\$ 813,942	\$ 250,000	325.6%	\$ 56,422	\$ 400,000	14.1%	
73010 - Bridge Construction	\$ -	\$ -	\$ 532,280	\$ 25,313	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
74010 - Highway Right of Way	\$ 1,512	\$ -	\$ 620	\$ 9,100	\$ 2,100	\$ 20,000	10.5%	\$ -	\$ 5,000	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 2,662,440	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 2,662,440	0.0%	
305 Transportation Sales Tax	\$ 16,930,630	\$ 19,403,185	\$ 12,086,200	\$ 8,909,177	\$ 21,040,419	\$ 45,322,665	46.3%	\$ 2,522,212	\$ 45,462,322	5.5%	
Expenses	\$ 16,930,630	\$ 19,403,185	\$ 12,086,200	\$ 8,909,177	\$ 21,040,419	\$ 45,322,665	46.3%	\$ 2,522,212	\$ 45,462,322	5.5%	
Contractual Services	\$ 7,152,090	\$ 6,360,114	\$ 3,607,579	\$ 4,099,154	\$ 6,926,363	\$ 9,009,415	76.9%	\$ 1,628,930	\$ 16,685,655	9.8%	
50140 - Engineering Services	\$ 5,046,849	\$ 4,607,985	\$ 3,459,489	\$ 2,635,083	\$ 5,516,116	\$ 7,649,415	72.1%	\$ 944,920	\$ 14,880,308	6.4%	
50150 - Contractual/Consulting Services	\$ -	\$ 9,250	\$ 28,000	\$ 55,231	\$ 57,648	\$ 1,060,000	5.4%	\$ 3,000	\$ 305,347	1.0%	
52040 - Repairs and Maintenance- Bridges	\$ 1,975,241	\$ 730,357	\$ -	\$ -	\$ 167,453	\$ -	0.0%	\$ -	\$ -	0.0%	
52080 - Repairs and Maint- Resurfacing	\$ -	\$ 877,522	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
55010 - External Grants	\$ 130,000	\$ 135,000	\$ 120,090	\$ 1,408,841	\$ 1,185,146	\$ 300,000	395.0%	\$ 681,010	\$ 1,500,000	45.4%	
Transfers Out	\$ -	\$ -	\$ -	\$ 963,995	\$ 1,720,965	\$ 1,733,269	95.0%	\$ 424,364	\$ 1,719,769	24.7%	
99000 - Transfer To Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99001 - Transfer to Fund 001	\$ -	\$ -	\$ -	\$ -	\$ 2,085	\$ -	2.7%	\$ -	\$ -	0.0%	
99624 - Transfer to Fund 624	\$ -	\$ -	\$ -	\$ 963,995	\$ 1,718,880	\$ 1,733,269	99.2%	\$ 424,364	\$ 1,719,769	24.7%	
Capital	\$ 9,778,540	\$ 13,043,072	\$ 8,478,621	\$ 3,846,028	\$ 12,393,091	\$ 34,579,981	35.8%	\$ 468,918	\$ 27,056,898	1.7%	
70120 - Special Purpose Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,379	0.0%	\$ -	\$ -	0.0%	
73000 - Road Construction	\$ 3,752,046	\$ 3,660,899	\$ 7,652,776	\$ 1,980,953	\$ 10,606,660	\$ 31,834,988	33.3%	\$ 409,406	\$ 26,143,192	1.6%	
73010 - Bridge Construction	\$ 5,499,041	\$ 2,239,257	\$ 270,458	\$ 1,230,984	\$ 1,419,376	\$ 2,583,614	54.9%	\$ 39,355	\$ 903,706	4.4%	
74010 - Highway Right of Way	\$ 527,454	\$ 7,142,916	\$ 555,388	\$ 634,091	\$ 367,055	\$ 110,000	333.7%	\$ 20,157	\$ 10,000	201.6%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
80500 - Debt Service Requirement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
515 Longmeadow Bond Construction	\$ 17,253,084	\$ 5,199,372	\$ 432,281	\$ 115,263	\$ -	\$ 220,263	0.0%	\$ -	\$ 220,263	0.0%	
Expenses	\$ 17,253,084	\$ 5,199,372	\$ 432,281	\$ 115,263	\$ -	\$ 220,263	0.0%	\$ -	\$ 220,263	0.0%	
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99624 - Transfer to Fund 624	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Capital	\$ 17,253,084	\$ 5,199,372	\$ 432,281	\$ 115,263	\$ -	\$ 220,263	0.0%	\$ -	\$ 220,263	0.0%	
73010 - Bridge Construction	\$ 17,253,084	\$ 5,199,372	\$ 432,281	\$ 115,263	\$ -	\$ 220,263	0.0%	\$ -	\$ 220,263	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
540 Transportation Capital	\$ 463,095	\$ 1,088,946	\$ 1,764,351	\$ 201,374	\$ 211,677	\$ 209,000	101.3%	\$ -	\$ 7,695	0.0%	
Expenses	\$ 463,095	\$ 1,088,946	\$ 1,764,351	\$ 201,374	\$ 211,677	\$ 209,000	101.3%	\$ -	\$ 7,695	0.0%	
Contractual Services	\$ 463,095	\$ 1,088,946	\$ 350,772	\$ 201,374	\$ 11,677	\$ -	0.0%	\$ -	\$ -	0.0%	
50140 - Engineering Services	\$ 463,095	\$ 1,088,946	\$ 350,772	\$ 201,374	\$ 11,677	\$ -	0.0%	\$ -	\$ -	0.0%	
Capital	\$ -	\$ -	\$ 1,413,579	\$ -	\$ 200,000	\$ 209,000	95.7%	\$ -	\$ -	0.0%	
73000 - Road Construction	\$ -	\$ -	\$ 1,413,579	\$ -	\$ 200,000	\$ 209,000	95.7%	\$ -	\$ -	0.0%	
73010 - Bridge Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
74010 - Highway Right of Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 7,695	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 7,695	0.0%	

Committee Expense Budget Report - by Account Detail
Through April 30, 2024 (41.66% YTD, 38.46% Payroll Expense through Pay Period Ending 4/13/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
550 Aurora Area Impact Fees	\$ -	\$ -	\$ 1,200	\$ 10,000	\$ -	\$ 250	0.0%	\$ 714,623	\$ 200,000	78.1%	
Expenses	\$ -	\$ -	\$ 1,200	\$ 10,000	\$ -	\$ 250	0.0%	\$ 714,623	\$ 200,000	78.1%	
Contractual Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	0.0%	\$ -	\$ 200,000	0.0%	
50140 - Engineering Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	0.0%	\$ -	\$ 200,000	0.0%	
Transfers Out	\$ -	\$ -	\$ 1,200	\$ 10,000	\$ -	\$ -	0.0%	\$ 714,623	\$ -	100.0%	
99000 - Transfer To Other Funds	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99560 - Transfer to Fund 560	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	0.0%	\$ 714,623	\$ -	100.0%	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
73000 - Road Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
74010 - Highway Right of Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
551 Campton Hills Impact Fees	\$ 421,609	\$ 597,124	\$ -	\$ 2,500	\$ -	\$ 250	0.0%	\$ 39,265	\$ 1,292	96.8%	
Expenses	\$ 421,609	\$ 597,124	\$ -	\$ 2,500	\$ -	\$ 250	0.0%	\$ 39,265	\$ 1,292	96.8%	
Contractual Services	\$ 221,609	\$ 123,972	\$ -	\$ -	\$ -	\$ 250	0.0%	\$ -	\$ -	0.0%	
50140 - Engineering Services	\$ 221,609	\$ 123,972	\$ -	\$ -	\$ -	\$ 250	0.0%	\$ -	\$ -	0.0%	
Transfers Out	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	0.0%	\$ 39,265	\$ -	100.0%	
99000 - Transfer To Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99559 - Transfer to Fund 559	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	0.0%	\$ 39,265	\$ -	100.0%	
Capital	\$ 200,000	\$ 473,153	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
73000 - Road Construction	\$ 200,000	\$ 473,153	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 1,292	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 1,292	0.0%	
552 Greater Elgin Impact Fees	\$ 47,602	\$ -	\$ 9,760	\$ 384,077	\$ 130,016	\$ 427,117	30.4%	\$ 63,192	\$ 25,924	70.9%	
Expenses	\$ 47,602	\$ -	\$ 9,760	\$ 384,077	\$ 130,016	\$ 427,117	30.4%	\$ 63,192	\$ 25,924	70.9%	
Contractual Services	\$ 24,939	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
50140 - Engineering Services	\$ 24,939	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers Out	\$ -	\$ -	\$ 9,760	\$ -	\$ -	\$ -	0.0%	\$ 63,192	\$ -	100.0%	
99000 - Transfer To Other Funds	\$ -	\$ -	\$ 9,760	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99558 - Transfer to Fund 558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 63,192	\$ -	100.0%	
Capital	\$ 22,663	\$ -	\$ -	\$ 384,077	\$ 130,016	\$ 427,117	30.4%	\$ -	\$ 25,924	0.0%	
73000 - Road Construction	\$ 22,663	\$ -	\$ -	\$ 384,077	\$ 130,016	\$ 427,117	30.4%	\$ -	\$ 25,924	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
553 Northwest Impact Fees	\$ 5,506	\$ -	\$ 1,027	\$ 345,000	\$ -	\$ 345,000	0.0%	\$ 18,539	\$ 20,000	48.1%	
Expenses	\$ 5,506	\$ -	\$ 1,027	\$ 345,000	\$ -	\$ 345,000	0.0%	\$ 18,539	\$ 20,000	48.1%	
Transfers Out	\$ -	\$ -	\$ 1,027	\$ -	\$ -	\$ -	0.0%	\$ 18,539	\$ -	100.0%	
99000 - Transfer To Other Funds	\$ -	\$ -	\$ 1,027	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99558 - Transfer to Fund 558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 18,539	\$ -	100.0%	
Capital	\$ 5,506	\$ -	\$ -	\$ 345,000	\$ -	\$ 345,000	0.0%	\$ -	\$ 20,000	0.0%	
73000 - Road Construction	\$ 5,506	\$ -	\$ -	\$ 345,000	\$ -	\$ 345,000	0.0%	\$ -	\$ 20,000	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
554 Southwest Impact Fees	\$ 382,955	\$ 138,196	\$ 18,763	\$ 153,165	\$ 110	\$ 113,270	0.1%	\$ 110	\$ -	100.0%	
Expenses	\$ 382,955	\$ 138,196	\$ 18,763	\$ 153,165	\$ 110	\$ 113,270	0.1%	\$ 110	\$ -	100.0%	
Contractual Services	\$ 382,955	\$ 138,196	\$ 17,743	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
50140 - Engineering Services	\$ 382,955	\$ 138,196	\$ 17,743	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	

Committee Expense Budget Report - by Account Detail
Through April 30, 2024 (41.66% YTD, 38.46% Payroll Expense through Pay Period Ending 4/13/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
Transfers Out	\$ -	\$ -	\$ 1,020	\$ 43,165	\$ 110	\$ 3,270	3.4%	\$ 110	\$ -	100.0%	
99000 - Transfer To Other Funds	\$ -	\$ -	\$ 1,020	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99560 - Transfer to Fund 560	\$ -	\$ -	\$ -	\$ 43,165	\$ 110	\$ 3,270	3.4%	\$ 110	\$ -	100.0%	
Capital	\$ -	\$ -	\$ -	\$ 110,000	\$ -	\$ 110,000	0.0%	\$ -	\$ -	0.0%	
73000 - Road Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000	0.0%	\$ -	\$ -	0.0%	
74010 - Highway Right of Way	\$ -	\$ -	\$ -	\$ 110,000	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
555 Tri-Cities Impact Fees	\$ 659,561	\$ 635,873	\$ 400	\$ 43,426	\$ 52	\$ 4,600	1.1%	\$ 52	\$ -	100.0%	
Expenses	\$ 659,561	\$ 635,873	\$ 400	\$ 43,426	\$ 52	\$ 4,600	1.1%	\$ 52	\$ -	100.0%	
Contractual Services	\$ 49,075	\$ 1,918	\$ -	\$ 26,086	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
50140 - Engineering Services	\$ 49,075	\$ 1,918	\$ -	\$ 26,086	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers Out	\$ -	\$ -	\$ 400	\$ 17,340	\$ 52	\$ 4,600	1.1%	\$ 52	\$ -	100.0%	
99000 - Transfer To Other Funds	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99300 - Transfer to Fund 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,600	0.0%	\$ -	\$ -	0.0%	
99559 - Transfer to Fund 559	\$ -	\$ -	\$ -	\$ 17,340	\$ 52	\$ -	0.0%	\$ 52	\$ -	100.0%	
Capital	\$ 610,486	\$ 633,956	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
73000 - Road Construction	\$ 610,486	\$ 24,514	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
73010 - Bridge Construction	\$ -	\$ 609,442	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
556 Upper Fox Impact Fees	\$ -	\$ 318,644	\$ 1,020	\$ 308,000	\$ -	\$ 251,000	0.0%	\$ 44,509	\$ 37,641	54.2%	
Expenses	\$ -	\$ 318,644	\$ 1,020	\$ 308,000	\$ -	\$ 251,000	0.0%	\$ 44,509	\$ 37,641	54.2%	
Transfers Out	\$ -	\$ -	\$ 1,020	\$ -	\$ -	\$ 1,000	0.0%	\$ 44,509	\$ -	100.0%	
99000 - Transfer To Other Funds	\$ -	\$ -	\$ 1,020	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99300 - Transfer to Fund 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	0.0%	\$ -	\$ -	0.0%	
99558 - Transfer to Fund 558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 44,509	\$ -	100.0%	
Capital	\$ -	\$ 318,644	\$ -	\$ 308,000	\$ -	\$ 250,000	0.0%	\$ -	\$ 37,641	0.0%	
73000 - Road Construction	\$ -	\$ 318,644	\$ -	\$ 308,000	\$ -	\$ 250,000	0.0%	\$ -	\$ 37,641	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
557 West Central Impact Fees	\$ 34,000	\$ -	\$ 728	\$ 2,000	\$ -	\$ 41,400	0.0%	\$ 38,393	\$ 37,117	50.8%	
Expenses	\$ 34,000	\$ -	\$ 728	\$ 2,000	\$ -	\$ 41,400	0.0%	\$ 38,393	\$ 37,117	50.8%	
Transfers Out	\$ -	\$ -	\$ 728	\$ 2,000	\$ -	\$ 2,400	0.0%	\$ 38,393	\$ -	100.0%	
99000 - Transfer To Other Funds	\$ -	\$ -	\$ 728	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99300 - Transfer to Fund 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400	0.0%	\$ -	\$ -	0.0%	
99559 - Transfer to Fund 559	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	0.0%	\$ 38,393	\$ -	100.0%	
Capital	\$ 34,000	\$ -	\$ -	\$ -	\$ -	\$ 39,000	0.0%	\$ -	\$ 37,117	0.0%	
73000 - Road Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,000	0.0%	\$ -	\$ 37,117	0.0%	
73010 - Bridge Construction	\$ 34,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
558 North Impact Fees	\$ 1,309,648	\$ 801,626	\$ 191,187	\$ 781,133	\$ 4,021,443	\$ 3,060,000	131.4%	\$ 3,710	\$ 3,719,181	0.1%	
Expenses	\$ 1,309,648	\$ 801,626	\$ 191,187	\$ 781,133	\$ 4,021,443	\$ 3,060,000	131.4%	\$ 3,710	\$ 3,719,181	0.1%	
Contractual Services	\$ 1,264,648	\$ 801,626	\$ 191,187	\$ 31,153	\$ 21,377	\$ 500,000	4.3%	\$ 3,710	\$ 500,000	0.7%	
50140 - Engineering Services	\$ 1,264,648	\$ 801,626	\$ 191,187	\$ 31,153	\$ 21,377	\$ 500,000	4.3%	\$ 3,710	\$ 500,000	0.7%	
Transfers Out	\$ 45,000	\$ -	\$ -	\$ 37,500	\$ -	\$ 100,000	0.0%	\$ -	\$ -	0.0%	
99000 - Transfer To Other Funds	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99300 - Transfer to Fund 300	\$ -	\$ -	\$ -	\$ 37,500	\$ -	\$ 100,000	0.0%	\$ -	\$ -	0.0%	

Committee Expense Budget Report - by Account Detail
Through April 30, 2024 (41.66% YTD, 38.46% Payroll Expense through Pay Period Ending 4/13/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
Capital	\$ -	\$ -	\$ -	\$ 712,480	\$ 4,000,066	\$ 2,460,000	162.6%	\$ -	\$ 3,219,181	0.0%	
73000 - Road Construction	\$ -	\$ -	\$ -	\$ 710,000	\$ 4,000,000	\$ 2,210,000	181.0%	\$ -	\$ 2,919,181	0.0%	
74010 - Highway Right of Way	\$ -	\$ -	\$ -	\$ 2,480	\$ 66	\$ 250,000	0.0%	\$ -	\$ 300,000	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
559 Central Impact Fees	\$ 799,770	\$ 675,416	\$ 125,305	\$ 42,086	\$ 357,277	\$ 2,381,000	15.0%	\$ -	\$ 1,503,726	0.0%	
Expenses	\$ 799,770	\$ 675,416	\$ 125,305	\$ 42,086	\$ 357,277	\$ 2,381,000	15.0%	\$ -	\$ 1,503,726	0.0%	
Contractual Services	\$ 379,770	\$ 75,416	\$ 125,305	\$ 22,086	\$ 8,777	\$ -	0.0%	\$ -	\$ 301,895	0.0%	
50140 - Engineering Services	\$ 379,770	\$ 75,416	\$ 125,305	\$ 22,086	\$ 8,777	\$ -	0.0%	\$ -	\$ 301,895	0.0%	
Transfers Out	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 15,000	0.0%	\$ -	\$ -	0.0%	
99000 - Transfer To Other Funds	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99300 - Transfer to Fund 300	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 15,000	0.0%	\$ -	\$ -	0.0%	
Capital	\$ 400,000	\$ 600,000	\$ -	\$ -	\$ 348,500	\$ 2,366,000	14.7%	\$ -	\$ 1,201,831	0.0%	
73000 - Road Construction	\$ 400,000	\$ 600,000	\$ -	\$ -	\$ 348,500	\$ 2,366,000	14.7%	\$ -	\$ 1,201,831	0.0%	
74010 - Highway Right of Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
560 South Impact Fees	\$ 261,339	\$ 1,321,964	\$ 187,908	\$ 180,279	\$ 98,721	\$ 4,371,037	2.3%	\$ 18,076	\$ 4,968,625	0.3%	
Expenses	\$ 261,339	\$ 1,321,964	\$ 187,908	\$ 180,279	\$ 98,721	\$ 4,371,037	2.3%	\$ 18,076	\$ 4,968,625	0.3%	
Contractual Services	\$ 20,743	\$ 5,051	\$ -	\$ 15,529	\$ 98,721	\$ -	0.0%	\$ 18,076	\$ 158,346	11.4%	
50140 - Engineering Services	\$ 20,743	\$ 5,051	\$ -	\$ 15,529	\$ 98,721	\$ -	0.0%	\$ 18,076	\$ 158,346	11.4%	
Transfers Out	\$ 26,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 35,000	0.0%	\$ -	\$ -	0.0%	
99000 - Transfer To Other Funds	\$ 26,000	\$ -	\$ 20,000	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99300 - Transfer to Fund 300	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 35,000	0.0%	\$ -	\$ -	0.0%	
Capital	\$ 214,596	\$ 1,316,913	\$ 167,908	\$ 144,750	\$ -	\$ 4,336,037	0.0%	\$ -	\$ 4,810,279	0.0%	
73000 - Road Construction	\$ 214,596	\$ 1,316,913	\$ 137,608	\$ -	\$ -	\$ 4,336,037	0.0%	\$ -	\$ 4,810,279	0.0%	
74010 - Highway Right of Way	\$ -	\$ -	\$ 30,300	\$ 144,750	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 62,336,960	\$ 56,890,083	\$ 37,561,411	\$ 36,164,414	\$ 63,816,498	\$ 118,444,343	46.7%	\$ 12,081,882	\$ 119,999,874	9.9%	

Kane County Division of Transportation
Fund Status Report (unaudited)
as of April 30, 2024

FY2024										
	Beginning fund balance as of December 1, 2023	April 2024 revenues	Revenues - 5 month ending April 30, 2024	April 2024 expenditures	Expenditures - 5 months ending April 30, 2024	Ending fund balance subtotal	Accounts Receivable	Contractual Obligations	Debt Service Obligations	Ending Fund Balance Plus Receivables Less Obligations
Special Revenue Funds										
300 - County Highway	\$ 9,402,149	\$ 47,240	\$ 171,434	\$ 370,572	\$ 2,570,401	\$ 7,003,182	\$ 41,572	\$ 4,305,505	\$ -	\$ 2,739,249
301 - County Bridge	222,166	106	249	-	22,437	199,978	-	581,598	-	(381,620)
302 - Motor Fuel Tax	52,004,993	878,347	2,739,973	429,909	5,018,386	49,726,580	212,112	29,700,643	-	20,238,049
303 - County Highway Matching	385,671	22	52	15,714	300,000	85,723	-	-	-	85,723
304 - Motor Fuel Local Option	10,761,864	788,323	2,573,966	279,112	961,931	12,373,899	5,671	6,037,892	-	6,341,678
305 - Transportation Sales Tax	53,452,650	1,383,888	5,391,434	540,968	2,521,000	56,323,084	220,626	53,135,326	-	3,408,384
Special Revenue Funds Subtotal:	\$ 126,229,493	\$ 3,097,926	\$ 10,877,108	\$ 1,636,275	\$ 11,394,155	\$ 125,712,446	\$ 479,981	\$ 93,760,964	\$ -	\$ 32,431,463
Capital Projects Funds										
515 - Longmeadow Bond Construction	\$ 597,933	\$ -	\$ -	\$ -	\$ -	\$ 597,933	\$ -	\$ -	\$ -	\$ 597,933
540 - Transportation Capital	27,136	-	-	-	-	27,136	-	19,645	-	7,491
Capital Projects Funds Subtotal:	\$ 625,069	\$ -	\$ -	\$ -	\$ -	\$ 625,069	\$ -	\$ 19,645	\$ -	\$ 605,424
Debt Service Funds										
624 - Longmeadow Debt Service	\$ 1,066,575	\$ -	\$ 424,364	\$ -	\$ -	\$ 1,490,939	\$ -	\$ -	\$ 43,262,393	\$ (41,771,454)
625 - Longmeadow Debt Service - Cap Int	109,431	-	-	-	-	109,431	-	-	-	109,431
Debt Service Funds Subtotal:	\$ 1,176,006	\$ -	\$ 424,364	\$ -	\$ -	\$ 1,600,370	\$ -	\$ -	\$ 43,262,393	\$ (41,662,023)
Impact Fee Funds										
550 - Aurora Area Impact Fees	\$ 725,545	\$ -	\$ -	\$ -	\$ 714,623	\$ 10,922	\$ -	\$ -	\$ -	\$ 10,922
551 - Campton Hills Impact Fees	39,865	-	-	-	39,265	600	-	-	-	600
552 - Greater Elgin Impact Fees	63,908	-	-	-	63,192	716	-	-	-	716
553 - Northwest Impact Fees	18,704	-	-	-	18,539	165	-	-	-	165
554 - Southwest Impact Fees	2	-	-	-	110	(108)	-	-	-	(108)
555 - Tri-Cities Impact Fees	1	-	-	-	52	(51)	-	-	-	(51)
556 - Upper Fox Impact Fees	45,083	-	-	-	44,509	574	-	-	-	574
557 - West Central Impact Fees	38,979	-	-	-	38,393	586	-	-	-	586
558 - North Impact Fees	4,162,064	128,148	476,518	-	3,710	4,634,872	-	1,858,846	-	2,776,026
559 - Central Impact Fees	3,645,050	40,597	309,823	-	-	3,954,873	-	1,884	-	3,952,989
560 - South Impact Fees	6,582,764	6,076	943,028	18,067	18,076	7,507,716	-	4,973,582	-	2,534,134
Impact Fee Funds Subtotal:	\$ 15,321,965	\$ 174,821	\$ 1,729,369	\$ 18,067	\$ 940,469	\$ 16,110,865	\$ -	\$ 6,834,312	\$ -	\$ 9,276,553
Grand Total:	\$ 143,352,533	\$ 3,272,747	\$ 13,030,841	\$ 1,654,342	\$ 12,334,624	\$ 144,048,750	\$ 479,981	\$ 100,614,921	\$ 43,262,393	\$ 651,417

Kane County Division of Transportation
Open Purchase Orders
4/30/2024

Project	PO #	Vendor	Fund	PO Line Item Amount	Expensed Line Item Amount	Remaining Line Item Amount
0021520PV13.P2 (Longmeadow Pkwy (C-1) Bridge (13-00215-20-BR), Design Engineering)	2022-00000249	1233 - Crawford Murphy & Tilly Inc (CMT)	305	350,873.30	350,842.50	30.8
0021530PV13.CONST (Longmeadow Pkwy (D) - IL 25 to IL 62 (13-00215-30-PV), Construction)	2018-00000274	1021 - State of IL Treasurer - IDOT	302	1,917,200.00	28,069.00	1,889,131.00
0021530PV13.P3 (Longmeadow Pkwy (D) - IL 25 to IL 62 (13-00215-30-PV), Phase 3)	2016-00002118	1017 - Alfred Benesch & Co	305	837,563.48	834,240.73	3,322.75
110020104CH.Const (Fabyan Parkway at Kirk Road (11-00201-04-CH), Construction)	2019-00000528	1021 - State of IL Treasurer - IDOT	560	2,015,000.00	1,204,720.67	810,279.33
120019204BR.P2 (Kirk Road Over Union Pacific RR (12-00192-04-BR), Design Engineering)	2021-00001316	5244 - BLA Inc	302	1,755,693.00	1,397,994.62	357,698.38
120019204BR.Review (Kirk Road Over Union Pacific RR (12-00192-04-BR), Review)	2020-00002250	1123 - Union Pacific Railroad Company	302	120,000.00	9,464.72	110,535.28
140027501PV.P2 (Bunker Road from Keslinger Road to La Fox Road (14-00275-01-PV), Phase 2)	2022-00000972	1648 - TranSystems Corporation	305	377,749.00	326,433.37	51,315.63
140027501PV.ROW (Bunker Road from Keslinger Road to La Fox Road (14-00275-01-PV), Right of Way)	2020-00001830	1123 - Union Pacific Railroad Company	305	50,000.00	4,326.22	45,673.78
2017StructServ.P3 (Structural Services - 2017 (17-00481-00-BR), Phase 3)	2020-00001143	12597 - SPAAN Tech, Inc.	305	137,449.94	122,691.34	14,758.60
2020StructServ.P2 (Structural Services - 2020 (19-00523-00-BR), Phase 2)	2023-00001331	6638 - Michael Baker International Inc	304	78,635.00	59,197.31	19,437.69
2021OnCallDesign.P2 (2021 On-Call Design Engineering Assistance (21-00537-00-ES), Phase 2)	2021-00002579	5244 - BLA Inc	304	850,000.00	501,360.35	348,639.65
2021StruInspect.P2 (Structure Inspections - 2021 (20-00528-00-EG), Phase 2)	2021-00000090	1053 - Hampton Lenzi & Renwick, Inc. (HLR)	301	415,000.00	343,741.88	71,258.12
2022StrucInspect.P2 (Structure Inspections - 2022 (21-00541-00-EG), Phase 2)	2022-00000262	1071 - HR GREEN Inc (formerly SEC GROUP Inc)	301	436,231.00	404,267.33	31,963.67
2024StructreInsp.P2 (Structure Inspections - 2024 (23-00568-00-EG), Phase 2)	2024-00000429	1071 - HR GREEN Inc (formerly SEC GROUP Inc)	301	500,001.00	21,624.89	478,376.11
23OnCallEng.P3 (23-00564-00-EG On Call Engineering, Phase 3)	2023-00001252	1205 - CIORBA Group Inc	305	500,000.00	104,561.26	395,438.74
BlissFabyanMain.ConstRebuild (Bliss/Fabyan/Main (14-00288-01-PV), Construction - Rebuild Funds)	2022-00000971	1096 - Martam Construction Inc	302	11,899,395.65	9,521,018.52	2,378,377.13
BlissFabyanMain.P3Rebuild (Bliss/Fabyan/Main (14-00288-01-PV), Phase 3 - Rebuild)	2022-00000680	1051 - V3 Companies, Ltd	302	1,298,176.88	928,798.47	369,378.41
BlissovrLakeRun.Const (Bliss Road over Lake Run (16-00474-00-BR), Construction)	2020-00001295	9036 - Copenhagen Construction Inc.	305	800,935.50	632,792.19	168,143.31
BlissovrLakeRun.P3 (Bliss Road over Lake Run (16-00474-00-BR), Phase 3)	2020-00001289	11866 - Clark Dietz Inc	305	168,707.22	108,357.81	60,349.41
BurlgtFersonCrek.Const (Burlington Road over Ferson Creek (20-00498-01-BR), Construction)	2021-00000815	12971 - MYS Incorporated	304	70,028.00	46,218.98	23,809.02
CountryWiden.Const (Countyside Avenue Widening (21-00531-00-CH), Construction)	2023-00001237	5703 - D. Construction, Inc.	305	366,529.81	280,273.26	86,256.55
CrackSealing (CrackSealing)	2023-00001009	1181 - SKC Construction, Inc.	304	845,724.34	766,809.66	78,914.68
DaubMeredith.FeasibilityStudy (Dauberman Meredith Realignment, Feasibility Study)	2020-00001831	1233 - Crawford Murphy & Tilly Inc (CMT)	305	657,154.82	355,788.01	301,366.81
DaubPlanReview.P2 (Dauberman Road Extension Plan Review Services (21-00534-00-EG), Phase 2)	2021-00002277	1053 - Hampton Lenzi & Renwick, Inc. (HLR)	305	29,518.70	20,655.29	8,863.41
DaubRt30Granart.Const (Dauberman Road Extension - US 30 to Granart Rd (15-00277-01-BR), Construction)	2023-00000488	1021 - State of IL Treasurer - IDOT	305	11,571,763.84	0	11,571,763.84
DaubRt30Granart.P2 (Dauberman Road Extension - US 30 to Granart Rd (15-00277-01-BR), Phase 2)	2023-00000488	1021 - State of IL Treasurer - IDOT	560	4,000,000.00	0	4,000,000.00
DaubRt30Granart.P3 (Dauberman Road Extension - US 30 to Granart Rd (15-00277-01-BR), Phase 3)	2018-00001371	1648 - TranSystems Corporation	305	25,000.00	17,819.09	7,180.91
DaubRt30Granart.Railroad (Dauberman Road Extension - US 30 to Granart Rd (15-00277-01-BR), Railroad)	2022-00001259	4760 - Wight & Company	305	2,099,953.35	1,489,825.05	610,128.30
DaubRt30Granart.Utilities (Dauberman Road Extension - US 30 to Granart Rd (15-00277-01-BR), Utilities)	2023-00000777	1232 - BNSF Railway Company	305	538,796.40	0	538,796.40
DunhamNBovCCPRR.Const (Dunham Road NB over CC&P Railroad (20-00498-01-BR), Construction)	2022-00000805	1054 - ComEd	305	202,625.43	151,969.01	50,656.42
DunhamoverCCPRR.Const (Dunham Road SB over CC&P Railroad (20-00498-01-BR), Construction)	2021-00000815	12971 - MYS Incorporated	304	53,906.00	35,577.96	18,328.04
EngAssitance.LandServ21 (Engineering Assistance, On-Call Land Survey - (HLR)(21-00368-06-EG))	2021-00001313	12971 - MYS Incorporated	304	60,529.00	59,339.25	1,189.75
EngAssitance.OnCallEnvirCBEL (Engineering Assistance, On-Call Phase III Environmental (CBEL)(21-00480-01-EG))	2021-00001314	1053 - Hampton Lenzi & Renwick, Inc. (HLR)	300	300,000.00	21,287.72	278,712.28
EngAssitance.OnCallEnviron (Engineering Assistance, On-Call Environmental (Huff & Huff)(20-00527-00-ES))	2020-00001590	1059 - Christopher B. Burke Engineering, Ltd.	300	300,000.00	290,062.34	9,937.66
EngAssitance.OnCallEnvironHH (Engineering Assistance, On-Call Environmental (Huff & Huff)(21-00527-00-ES))	2020-00001590	1266 - Huff & Huff, Inc.	300	150,000.00	112,286.01	37,713.99
EngAssitance.OnCallMatSTATE (Engineering Assistance, On-Call Material Testing - S.T.A.T.E. Testing (21-00371-03-EG))	2020-00001590	1266 - Huff & Huff, Inc.	305	775,686.29	227,246.95	548,439.34
EngAssitance.OnCallMatSTATE24 (Engineering Assistance, On-Call Material Testing - S.T.A.T.E. Testing (24-00371-04-EG))	2021-00001193	13072 - State Materials Engineering LLC	300	450,000.00	366,438.61	83,561.39
External Grants.Ride In Kane (Ride in Kane, Ride In Kane ParaTransit Services)	2024-00000997	13072 - State Materials Engineering LLC	300	450,000.00	0	450,000.00
FabSettlers.P2 (Fabyan Parkway at Settler's Hill Kingsland Dr (21-00373-01-CH), Phase 2)	2023-00000530	2514 - PACE Suburban Bus	305	300,000.00	288,137.68	11,862.32
FabyanIL31.Const (Fabyan Parkway at IL 31 (18-00493-00-SP), Construction)	2023-00000579	11891 - Peralte-Clark, LLC	305	788,236.00	171,805.90	616,430.10
FabyanIL31Improv.P1 (Fabyan Parkway at Route 31 (19-00507-00-CH), Phase 1)	2021-00001318	1021 - State of IL Treasurer - IDOT	305	195,034.91	111,106.32	83,928.59
FabyanIL31Improv.P2 (Fabyan Parkway at Route 31 (19-00507-00-CH), Phase 2)	2019-00001670	1071 - HR GREEN Inc (formerly SEC GROUP Inc)	305	467,867.00	369,757.57	98,109.43
FabyanIL31Improv.P3 (Fabyan Parkway at Route 31 (19-00507-00-CH), Phase 3)	2023-00001329	1071 - HR GREEN Inc (formerly SEC GROUP Inc)	302	2,128,471.00	119,210.44	2,009,260.56
FabyanWestern.Const (Fabyan Parkway at Western Ave - Maint (22-00548-00-PV), Construction)	2024-00000991	4297 - Plote Construction Inc. of Hoffman Estates, IL	305	3,511,108.41	0	3,511,108.41
GalliganFreeman.P1 (Galligan from Freeman to Binnie (21-00532-00-CH), Phase 1)	2021-00002290	1142 - Baxter & Woodman Inc	305	608,399.00	371,976.99	236,422.01
GIS.ProfSvc (GIS Technologies, ProfServices (23-00567-00-AM))	2024-00000097	7398 - GIS Solutions Inc	300	235,015.88	36,445.00	198,570.88
I90Randall.FeasibilityStudy (Randall Road at I90 Interchange Improvement (19-00512-00-ES), Feasibility Study)	2019-00001780	1082 - Burns & McDonnell Engineering Co	305	660,663.00	610,900.15	49,762.85
I90Randall.P1 (Randall Road at I90 Interchange Improvement (19-00512-00-ES), Phase 1)	2022-00001112	1082 - Burns & McDonnell Engineering Co	305	3,248,174.00	1,577,347.71	1,670,826.29
ImpactFeeProg.OrdinanceUpdate (Impact Fee Program, Ordinance Update)	2020-00001596	9814 - Kimley-Horn & Associates, Inc.	300	255,064.55	218,020.47	37,044.08
JerichoGranart.Const (Jericho Rd over Granart Culvert Improv (22-00551-00-DR), Construction)	2024-00000824	1096 - Martam Construction Inc	305	279,773.00	0	279,773.00
LandTitleInsuran.ROW (On-Call Land Title Insurance Services (22-00556-00-LA), Right of Way)	2023-00000390	13666 - Chicago Title Insurance Company	300	150,000.00	0	150,000.00
LGMWEZPass.Membership (Longmeadow Pkwy E-ZPass Membership (17-00215-22-MS), Membership)	2020-00002090	12744 - Pennsylvania Turnpike Comm (E-Z Pass Interag Fund)	305	55,000.00	51,250.00	3,750.00
LGMWTTollDebtColl.CollectServ (Longmeadow Pkwy - Debt Collection - Duncan (21-00215-26-MS), Toll Debt Collection Services)	2022-00000264	13393 - Duncan Solutions Inc dba Professional Acct Mgt LLC	305	200,000.00	0	200,000.00
LngmdwTollFacilty.Const (Longmeadow Pkwy (C-4) - Tolling Facility Equip (20-00215-26-SG), Construction)	2021-00000692	6027 - Aldridge Electric Inc	305	1,300,203.42	941,431.49	358,771.93
LongFinalRoad.Const (Longmeadow Pkwy (C-2b) Final Roadway Improve (21-00215-29-CH), Construction)	2024-00000990	4297 - Plote Construction Inc. of Hoffman Estates, IL	302	1,385,000.00	0	1,385,000.00
LongFinalRoad.Const (Longmeadow Pkwy (C-2b) Final Roadway Improve (21-00215-29-CH), Construction)	2024-00000990	4297 - Plote Construction Inc. of Hoffman Estates, IL	558	1,720,000.00	0	1,720,000.00
LongmdwB2.Const (Longmeadow Pkwy (B-2)-East of White Chapel to 31(16-00215-11-PV), Construction)	2018-00000273	1021 - State of IL Treasurer - IDOT	305	6,768,197.20	6,017,227.75	750,969.45
LongmdwB2.Const (Longmeadow Pkwy (B-2)-East of White Chapel to 31(16-00215-11-PV), Construction)	2018-00000273	1021 - State of IL Treasurer - IDOT	302	1,694,379.07	0	1,694,379.07
LongmdwB2.Const (Longmeadow Pkwy (B-2)-East of White Chapel to 31(16-00215-11-PV), Construction)	2018-00000273	1021 - State of IL Treasurer - IDOT	558	112,922.60	0	112,922.60
LongmdwB2.P3 (Longmeadow Pkwy (B-2)-East of White Chapel to 31(16-00215-11-PV), Phase 3)	2017-00002907	1287 - Civiltech Engineering, Inc.	305	358,742.00	356,405.51	2,336.49
LongMdwStormWtr.P2 (Longmeadow Pkwy Stormwater Assistance (13-00215-00-PV), Phase 2)	2020-00002066	1053 - Hampton Lenzi & Renwick, Inc. (HLR)	305	29,160.00	13,648.75	15,511.25
LongmdwTollOnCal.P2 (Longmeadow Pkwy (C-4) - Stantec (19-00215-23-MS)(21-00215-27-MS), Phase 2)	2021-00002289	3918 - Stantec Consulting Services Inc	305	600,000.00	361,261.91	238,738.09
LongmeadowC2.Const (Longmeadow Pkwy (C-2) - Sandbloom to Route 25 (18-00215-21-BR), Construction)	2020-00001123	1021 - State of IL Treasurer - IDOT	302	9,165,304.00	173,576.37	8,991,727.63
LongmeadowC2.Const (Longmeadow Pkwy (C-2) - Sandbloom to Route 25 (18-00215-21-BR), Construction)	2020-00001123	1021 - State of IL Treasurer - IDOT	305	8,329,500.00	0	8,329,500.00

Project	PO #	Vendor	Fund	PO Line Item Amount	Expensed Line Item Amount	Remaining Line Item Amount
LongmeadowC2.Const (Longmeadow Pkwy (C-2) - Sandbloom to Route 25 (18-00215-21-BR), Construction)	2020-00001123	1021 - State of IL Treasurer - IDOT	558	25,923.22	0	25,923.22
LongmeadowC2.P3 (Longmeadow Pkwy (C-2) - Sandbloom to Route 25 (18-00215-21-BR), Phase 3)	2020-00000664	1017 - Alfred Benesch & Co	305	2,091,342.28	1,410,860.48	680,481.80
LongmeadowC3.Const (Longmeadow Pkwy (C-3) - Route 25 Improvements (18-00215-22-CH), Construction)	2019-00000164	1021 - State of IL Treasurer - IDOT	305	560,000.00	38,816.00	521,184.00
LongmeadowC3.P3 (Longmeadow Pkwy (C-3) - Route 25 Improvements (18-00215-22-CH), Phase 3)	2018-00001926	11866 - Clark Dietz Inc	540	599,819.72	582,335.79	17,483.93
LongSoilRemed.Const (Longmeadow Pkwy (C-2a) Soil Remediation (21-00215-28-CH), Construction)	2023-00000540	2947 - Southwind Industries dba Bluff City Materials, Inc	305	9,946,609.00	7,382,777.46	2,563,831.54
LongToll3rdVndr.P2 (Longmeadow Pkwy (C-4) - TollFacility A-to-Be TCS (17-00215-22-MS), Phase 2)	2020-00002005	12676 - A-to-Be USA, LLC	305	4,664,415.92	962,317.64	3,702,098.28
LongTollBOSVendr.P2 (Longmeadow Pkwy (C-4) - Toll Facility ETC (BOS) (17-00215-22-MS), Phase 2)	2020-00002490	12833 - Electronic Transaction Consultants LLC	305	7,778,497.35	486,072.82	7,292,424.53
MainOvrBlkbryCr.Const (Main Street Over Blackberry Creek at IL 47 (08-00385-00-BR), Construction)	2019-00000525	1021 - State of IL Treasurer - IDOT	305	408,644.00	225,938.24	182,705.76
MontgomeryHowell.P2 (Montgomery Road at Howell PI (23-00586-00-TL), Phase 2)	2024-00000328	3199 - HDR Engineering, Inc.	305	854,832.00	22,245.68	832,586.32
MontVirgilHSIP.Const (Montgomery Rd Virgil Gilman HSIP(20-00524-01-SP)(19-00524-00-SP), Construction)	2022-00001647	1021 - State of IL Treasurer - IDOT	302	24,326.17	0	24,326.17
MontVirgilHSIP.P2 (Montgomery Rd Virgil Gilman HSIP(20-00524-01-SP)(19-00524-00-SP), Phase 2)	2020-00001594	9814 - Kimley-Horn & Associates, Inc.	302	148,633.00	111,706.12	36,926.88
NOM.NOMFY21 (Network Operations & Management (NOM), Network Operations & Management (21-00365-08-EG))	2022-00001594	13646 - TranSmart, LLC	300	465,000.00	294,946.79	170,053.21
NonOEM AutoParts (Non-OEM Auto Parts & Supplies)	2023-00000064	5852 - Battery Service Corporation	304	8,000.00	3,843.80	4,156.20
NonOEM AutoParts (Non-OEM Auto Parts & Supplies)	2024-00000110	1325 - Priority Products, Inc.	300	2,000.00	944.64	1,055.36
NonOEM AutoParts (Non-OEM Auto Parts & Supplies)	2024-00000998	3583 - Elburn NAPA Inc (North Aurora)	304	22,039.00	995.26	21,043.74
OrchIndJericho.Const (Orchard Rd - Indian Trail to Jericho (23-00563-00-RP), Construction)	2023-00001312	4297 - Plote Construction Inc. of Hoffman Estates, IL	305	836,298.75	712,890.07	123,408.68
OrchJerUS30HSIP.Const (Orchard from Jericho to US30 HSIP (18-00493-00-SP), Construction)	2021-00001318	1021 - State of IL Treasurer - IDOT	305	141,902.75	124,451.37	17,451.38
PavemtResurfcing.Const.Resurfacing (Pavement Resurfacing, Construction, Resurfacing)	2023-00000774	7862 - Builders Paving, LLC	304	5,300,000.00	4,054,205.87	1,245,794.13
PavemtResurfcing.Const.Resurfacing (Pavement Resurfacing, Construction, Resurfacing)	2024-00000989	7862 - Builders Paving, LLC	302	6,188,888.00	0	6,188,888.00
PavemtResurfcing.Const.Resurfacing (Pavement Resurfacing, Construction, Resurfacing)	2024-00000989	7862 - Builders Paving, LLC	304	300,000.00	0	300,000.00
PlankCountyEngel.P2 (Plank Road County Line Rd to Engel Road HSIP (22-00553-00-SP), Phase 2)	2023-00000507	9814 - Kimley-Horn & Associates, Inc.	305	629,847.00	163,686.00	466,161.00
PlankEngelWaugh.Const (Plank Road Engel to Waughon HSIP (19-00524-00-SP), Construction)	2024-00000327	1021 - State of IL Treasurer - IDOT	302	218,426.87	0	218,426.87
PlankEngelWaugh.P2 (Plank Road Engel to Waughon HSIP (19-00524-00-SP), Phase 2)	2020-00001594	9814 - Kimley-Horn & Associates, Inc.	302	431,500.00	427,208.64	4,291.36
PlankEngelWaugh.P3 (Plank Road Engel to Waughon HSIP (19-00524-00-SP), Phase 3)	2024-00000826	1205 - CIORBA Group Inc	302	199,177.54	0	199,177.54
PlankRomkeBriar.P2 (Plank Road HSIP Romke to Briar Hill (21-00540-00-SP), Phase 2)	2022-00000261	9814 - Kimley-Horn & Associates, Inc.	305	807,722.00	302,917.73	504,804.27
RandAlftLane.Const (Randall Road at Alft Lane w/Elgin (22-00555-00-CH), Construction)	2022-00001827	1213 - City of Elgin	305	527,387.30	0	527,387.30
RandAlftLane.P2 (Randall Road at Alft Lane w/Elgin (22-00555-00-CH), Phase 2)	2022-00001827	1213 - City of Elgin	305	50,614.38	0	50,614.38
RandAlftLane.P3 (Randall Road at Alft Lane w/Elgin (22-00555-00-CH), Phase 3)	2022-00001827	1213 - City of Elgin	305	92,498.45	0	92,498.45
RandallHoppsReal.P1 (Randall Road and Hopps Intersection Realignment (19-00511-00-CH), Phase 1)	2019-00002221	1059 - Christopher B. Burke Engineering, Ltd.	302	1,092,143.99	1,078,994.62	13,149.37
RandallHoppsReal.P2 (Randall Road and Hopps Intersection Realignment (19-00511-00-CH), Phase 2)	2023-00001462	1059 - Christopher B. Burke Engineering, Ltd.	302	1,294,764.00	91,092.41	1,203,671.59
RandallwideIL72.P2 (Randall Road at IL 72 (19-00514-00-WR), Phase 2)	2023-00000677	5244 - BLA Inc	302	661,962.87	321,260.29	340,702.58
RandBigTimber.P2 (Randall Road at Big Timber (19-00369-01-CH), Phase 2)	2023-00001075	1053 - Hampton Lenzini & Renwick, Inc. (HLR)	302	769,420.00	221,840.25	547,579.75
RandHighland.P1 (Randall Road and Highland Intersection (21-00544-00-CH), Phase 1)	2022-00001113	1059 - Christopher B. Burke Engineering, Ltd.	305	1,317,046.00	274,671.45	1,042,374.55
RandHoppsRAISE.CostBnfitAnlysis (Randall Road and Hopps RAISE Funding Application(19-00511-00-CH), Cost Benefit Analysis)	2022-00000498	1059 - Christopher B. Burke Engineering, Ltd.	305	19,939.00	18,878.78	1,060.22
RdlTransitImp.ConceptStudy (Randall Road Multi-Modal Corridor Study (21-00539-00-TD), Concept Study)	2022-00000385	1017 - Alfred Benesch & Co	540	75,091.00	72,929.80	2,161.20
RdlTransitImp.P1 (Randall Road Multi-Modal Corridor Study (21-00539-00-TD), Phase 1)	2022-00001835	1017 - Alfred Benesch & Co	305	1,252,110.00	315,007.21	937,102.79
RecessivePavMark.P2 (Recessed Reflective Pavement Marker HSIP (22-00557-00-SP), Phase 2)	2023-00000507	9814 - Kimley-Horn & Associates, Inc.	305	84,400.00	38,877.28	45,522.72
RndlBigTbrHuntly.Const (Randall Road from Huntley Road to Big Timber Rd (14-00441-00-TL), Construction)	2019-00000167	1021 - State of IL Treasurer - IDOT	305	1,887,532.19	1,081,711.00	805,821.19
RndlBigTbrHuntly.P3 (Randall Road from Huntley Road to Big Timber Rd (14-00441-00-TL), Phase 3)	2018-00001846	1017 - Alfred Benesch & Co	305	609,099.82	575,088.85	34,010.97
RndlWeldUS20R.Const (Randall Road and Weld US20 Ramp (14-00446-00-CH), Construction)	2019-00000965	1021 - State of IL Treasurer - IDOT	305	1,887,178.80	1,042,603.05	844,575.75
StearnsFoxRvMain.Const (Stearns Road over Fox River Maintenance (20-00498-01-BR), Construction)	2021-00000815	12971 - MYS Incorporated	304	135,677.28	72,089.55	63,587.73
StrnBrSt5A.Const (Stearns Road at Randall Road (14-00214-28-CH), Construction)	2019-00000519	1021 - State of IL Treasurer - IDOT	305	431,754.52	90,850.55	340,903.97
StrnBrSt5A.P3 (Stearns Road at Randall Road (14-00214-28-CH), Phase 3)	2019-00000521	1809 - Stanley Consultants, Inc.	559	471,251.17	469,367.51	1,883.66
SugarBlissl47.Const (Sugar Grove Bliss at IL47 Intersection (13-00026-00-CH), Construction)	2019-00001949	1617 - Village of Sugar Grove	305	163,473.50	100,291.03	63,182.47
Traffic.TSOMFY21 (Traffic Signal Operation Management Services (TSOM), Traffic Signal Operation Management Services(21-00365-07-EG))	2021-00002581	11864 - Iteris, Inc.	300	850,000.00	620,815.59	229,184.41
TrafficEngAssist.OnCallTrafSafe21 (Traffic Engineering Assistance, On-Call Traffic Safety Engineering (Thomas)(21-00494-00-EG))	2021-00001568	7579 - Thomas Engineering Group, LLC	304	400,000.00	324,507.47	75,492.53
TraffSigLightMnt.TraffSiglMaint (Traffic Signal & Light Maintenance, Traffic Signal Maintenance)	2022-00001663	9385 - H&H Electric Co.	304	5,131,287.46	1,759,298.38	3,371,989.08
TyrrellRayMason.P1 (Tyrrell Rd - Raymond Drive to Mason Road (23-00562-00-PW), Phase 1)	2023-00001330	1233 - Crawford Murphy & Tilly Inc (CMT)	305	623,711.00	80,862.53	542,848.47
US30IL47toIL31.Const (Orchard Road US30 Intersection Improvements (17-00488-00-CH), Construction)	2022-00000383	1021 - State of IL Treasurer - IDOT	302	2,286,548.45	548,533.41	1,738,015.04
WenmothFabyan.P2 (Wenmoth Road at Fabyan Parkway (NEW), Phase 2)	2020-00000091	1051 - V3 Companies, Ltd	300	41,984.27	0	41,984.27
WenmothFabyan.P2 (Wenmoth Road at Fabyan Parkway (NEW), Phase 2)	2020-00000091	1051 - V3 Companies, Ltd	560	135,549.50	50,492.73	85,056.77
WenmothMainSt.P2 (Wenmoth Road at Main Street Road (NEW), Phase 2)	2020-00000091	1051 - V3 Companies, Ltd	300	29,834.28	0	29,834.28
WenmothMainSt.P2 (Wenmoth Road at Main Street Road (NEW), Phase 2)	2020-00000091	1051 - V3 Companies, Ltd	560	120,415.50	42,169.63	78,245.87
	2021-00001643	13174 - Byrne Software Technologies Inc	300	257,701.52	242,686.47	15,015.05
	2021-00001959	13077 - Holcim-Mamr, Inc.	304	895	0	895
	2022-00001006	9002 - K&K Image Technology, Inc.	300	1,412.97	1,123.20	289.77
	2023-00000008	1191 - Alarm Detection Systems, Inc.	300	10,500.00	7,603.08	2,896.92
	2023-00000127	13153 - Toshiba America Business Solutions, Inc	300	300	79.91	220.09
	2023-00000128	8930 - Impact Networking, LLC	300	1,000.00	658.16	341.84
	2023-00000140	9002 - K&K Image Technology, Inc.	300	1,500.00	915	585
	2023-00000337	1216 - Waste Management of Illinois - West	300	12,000.00	1,942.26	10,057.74
	2023-00000678	3650 - Chicago Metropolitan Agency for Planning (CMAP)	300	100,000.00	0	100,000.00
	2023-00000711	13077 - Holcim-Mamr, Inc.	300	4,950.00	1,108.39	3,841.61
	2023-00000711	13077 - Holcim-Mamr, Inc.	300	8,125.00	1,207.70	6,917.30
	2023-00000711	13077 - Holcim-Mamr, Inc.	300	1,390.00	392.88	997.12
	2023-00000711	13077 - Holcim-Mamr, Inc.	300	895	0	895
	2023-00000711	13077 - Holcim-Mamr, Inc.	300	1,020.00	0	1,020.00

Project	PO #	Vendor	Fund	PO Line Item Amount	Expensed Line Item Amount	Remaining Line Item Amount
	2023-00000711	13077 - Holcim-Mamr, Inc.	300	330	77	253
	2023-00000750	1391 - Fox Valley Fire & Safety Co	300	850	358.95	491.05
	2023-00000969	2779 - ILLCO, Inc.	300	101.48	0	101.48
	2023-00001168	3230 - Bentley Systems, Inc.	300	4,170.00	0	4,170.00
	2023-00001332	14073 - Cives Corporation dba Lindco Equipment Sales	300	49,712.00	0	49,712.00
	2023-00001333	14073 - Cives Corporation dba Lindco Equipment Sales	300	101,164.00	0	101,164.00
	2023-00001456	3186 - Insight Public Sector Inc	300	385	0	385
	2023-00002052	11324 - Custom Products Corporation	300	146.25	0	146.25
	2023-00002052	11324 - Custom Products Corporation	300	695.82	0	695.82
	2023-00002052	11324 - Custom Products Corporation	300	463.88	0	463.88
	2023-00002052	11324 - Custom Products Corporation	300	231.94	0	231.94
	2023-00002052	11324 - Custom Products Corporation	300	115.97	0	115.97
	2023-00002052	11324 - Custom Products Corporation	300	13.8	0	13.8
	2023-00002052	11324 - Custom Products Corporation	300	13.8	0	13.8
	2023-00002052	11324 - Custom Products Corporation	300	92	0	92
	2024-00000001	3738 - Compass Minerals America, Inc.	304	584,640.00	155,021.96	429,618.04
	2024-00000008	5933 - Urban Elevator Service LLC	300	4,245.00	1,886.97	2,358.03
	2024-00000009	4652 - PCI Services, Inc dba Peterson Cleaning, Inc	300	45,000.00	13,281.25	31,718.75
	2024-00000010	1191 - Alarm Detection Systems, Inc.	300	10,500.00	7,395.96	3,104.04
	2024-00000011	1216 - Waste Management of Illinois - West	300	10,400.00	3,899.27	6,500.73
	2024-00000012	1168 - Jaeger, J Patrick	300	48,000.00	20,000.00	28,000.00
	2024-00000052	13164 - DTN LLC	304	4,000.00	0	4,000.00
	2024-00000098	9225 - Petroleum Traders Corporation	300	292,000.00	103,796.04	188,203.96
	2024-00000107	3509 - DS Services of America, Inc. dba Primo Water NA	300	3,000.00	1,271.32	1,728.68
	2024-00000109	2225 - Cintas Corporation	304	20,000.00	4,809.83	15,190.17
	2024-00000139	12407 - Diglet LLC	300	4,000.00	1,000.00	3,000.00
	2024-00000243	13153 - Toshiba America Business Solutions, Inc	300	200	21.59	178.41
	2024-00000244	13153 - Toshiba America Business Solutions, Inc	300	3,000.00	580.32	2,419.68
	2024-00000245	8930 - Impact Networking, LLC	300	500	140.8	359.2
	2024-00000246	8930 - Impact Networking, LLC	300	1,000.00	269.5	730.5
	2024-00000399	13521 - FORCE America Distributing, LLC	304	720.66	0	720.66
	2024-00000399	13521 - FORCE America Distributing, LLC	304	360.33	0	360.33
	2024-00000399	13521 - FORCE America Distributing, LLC	304	50.01	0	50.01
	2024-00000422	9783 - Workday, Inc.	300	101,000.00	32,000.00	69,000.00
	2024-00000423	9287 - Rush Truck Centers of Illinois, Inc.	304	482.89	0	482.89
	2024-00000423	9287 - Rush Truck Centers of Illinois, Inc.	304	58.76	0	58.76
	2024-00000428	1173 - Standard Equipment Co	300	379,179.60	0	379,179.60
	2024-00000430	2225 - Cintas Corporation	300	4,800.00	2,003.45	2,796.55
	2024-00000437	13153 - Toshiba America Business Solutions, Inc	300	300	9.48	290.52
	2024-00000438	1146 - Dual Fuel Systems, Inc. dba Diversified Fleet Svc.	300	28,271.64	0	28,271.64
	2024-00000645	1259 - TAPCO (Traffic & Parking Control Co, Inc.)	300	3,400.00	0	3,400.00
	2024-00000645	1259 - TAPCO (Traffic & Parking Control Co, Inc.)	300	275	0	275
	2024-00000653	13099 - VariTech Industries Inc	300	35,684.04	0	35,684.04
	2024-00000653	13099 - VariTech Industries Inc	300	17,900.06	0	17,900.06
	2024-00000662	14287 - CIT Trucks, LLC	300	148,260.00	5,000.00	143,260.00
	2024-00000687	11324 - Custom Products Corporation	300	692.22	0	692.22
	2024-00000687	11324 - Custom Products Corporation	300	142.7	0	142.7
	2024-00000691	13153 - Toshiba America Business Solutions, Inc	300	3,280.00	0	3,280.00
	2024-00000691	13153 - Toshiba America Business Solutions, Inc	300	350	0	350
	2024-00000691	13153 - Toshiba America Business Solutions, Inc	300	291	0	291
	2024-00000691	13153 - Toshiba America Business Solutions, Inc	300	592	0	592
	2024-00000693	8342 - Henderson Products Inc	300	161,446.00	0	161,446.00
	2024-00000697	13153 - Toshiba America Business Solutions, Inc	300	6,014.00	0	6,014.00
	2024-00000697	13153 - Toshiba America Business Solutions, Inc	300	291	0	291
	2024-00000716	13955 - Stenstrom Protanic, LLC dba Protanic	300	4,125.00	0	4,125.00
	2024-00000737	9754 - Ditch Witch Midwest	304	5,500.00	5,369.43	130.57
	2024-00000737	9754 - Ditch Witch Midwest	300	1,000.00	0	1,000.00
	2024-00000738	9287 - Rush Truck Centers of Illinois, Inc.	304	183.18	0	183.18
	2024-00000752	12859 - Ratliff Landscaping Inc	300	5,700.00	712.85	4,987.15
	2024-00000759	7628 - RoadSafe Traffic Systems	300	900	0	900
	2024-00000787	7626 - MDSolutions, Inc.	300	255	0	255
	2024-00000787	7626 - MDSolutions, Inc.	300	147	0	147
	2024-00000787	7626 - MDSolutions, Inc.	300	195	0	195
	2024-00000787	7626 - MDSolutions, Inc.	300	55	0	55
	2024-00000825	10059 - OpenGov, Inc.	300	192,682.34	0	192,682.34
	2024-00000844	3578 - Warehouse Direct, Inc.	300	4,500.00	0	4,500.00
	2024-00000862	1191 - Alarm Detection Systems, Inc.	300	1,289.31	0	1,289.31
	2024-00000862	1191 - Alarm Detection Systems, Inc.	300	1,805.58	0	1,805.58
	2024-00000867	13077 - Holcim-Mamr, Inc.	300	1,530.00	0	1,530.00
	2024-00000867	13077 - Holcim-Mamr, Inc.	300	2,020.00	0	2,020.00
	2024-00000867	13077 - Holcim-Mamr, Inc.	300	1,435.00	0	1,435.00

Project	PO #	Vendor	Fund	PO Line Item Amount	Expensed Line Item Amount	Remaining Line Item Amount
	2024-00000867	13077 - Holcim-Mamr, Inc.	300	330	16.5	313.5
	2024-00000867	13077 - Holcim-Mamr, Inc.	300	5,370.00	526.25	4,843.75
	2024-00000867	13077 - Holcim-Mamr, Inc.	300	11,625.00	0	11,625.00
	2024-00000872	11712 - R&M Specialties Ltd	300	110	0	110
	2024-00000872	11712 - R&M Specialties Ltd	300	330	0	330
	2024-00000872	11712 - R&M Specialties Ltd	300	440	0	440
	2024-00000872	11712 - R&M Specialties Ltd	300	220	0	220
	2024-00000872	11712 - R&M Specialties Ltd	300	55	0	55
	2024-00000872	11712 - R&M Specialties Ltd	300	55	0	55
	2024-00000953	1601 - Prime Tack & Seal Co (PTS)	304	10,750.00	0	10,750.00
	2024-00000966	14366 - I90 Enterprises 2, LLC	304	380	0	380
	2024-00000966	14366 - I90 Enterprises 2, LLC	304	2,690.00	0	2,690.00
	2024-00000967	1671 - Traffic Control & Protection, LLC dba High Star	300	856.2	0	856.2
	2024-00000972	5540 - The Tree House Inc	300	75.8	0	75.8
	2024-00000999	2779 - ILLCO, Inc.	300	8,983.51	0	8,983.51
	2024-00001053	1391 - Fox Valley Fire & Safety Co	300	950	0	950
	2024-00001060	12794 - Grimco Inc	300	1,300.00	0	1,300.00
	2024-00001089	8342 - Henderson Products Inc	300	152,767.00	0	152,767.00
	2024-00001089	8342 - Henderson Products Inc	300	286,630.00	0	286,630.00
	2024-00001090	14287 - CIT Trucks, LLC	300	445,524.00	0	445,524.00
	2024-00001091	14287 - CIT Trucks, LLC	300	30,000.00	0	30,000.00
	2024-00001171	10606 - CADD Microsystems, Inc.	300	2,958.00	0	2,958.00
	2024-00001172	14260 - Big Systems, LLC	300	152	0	152
	2024-00001172	14260 - Big Systems, LLC	300	152	0	152
				\$ 160,769,089.55	\$ 60,154,169.92	\$ 100,614,919.63

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Department Heads, Human Resources Department, and Finance Department, are authorized to execute any documentation as needed to carry out the personnel policy changes pursuant to this resolution.

Line Item: 302.520.522.4000, Various

Line Item Description: Transportation - Salaries & Wages, Various

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available?

N/A

Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Job Position and Title Changes for the Kane County Division of Transportation

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Tom Rickert, 630.405.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

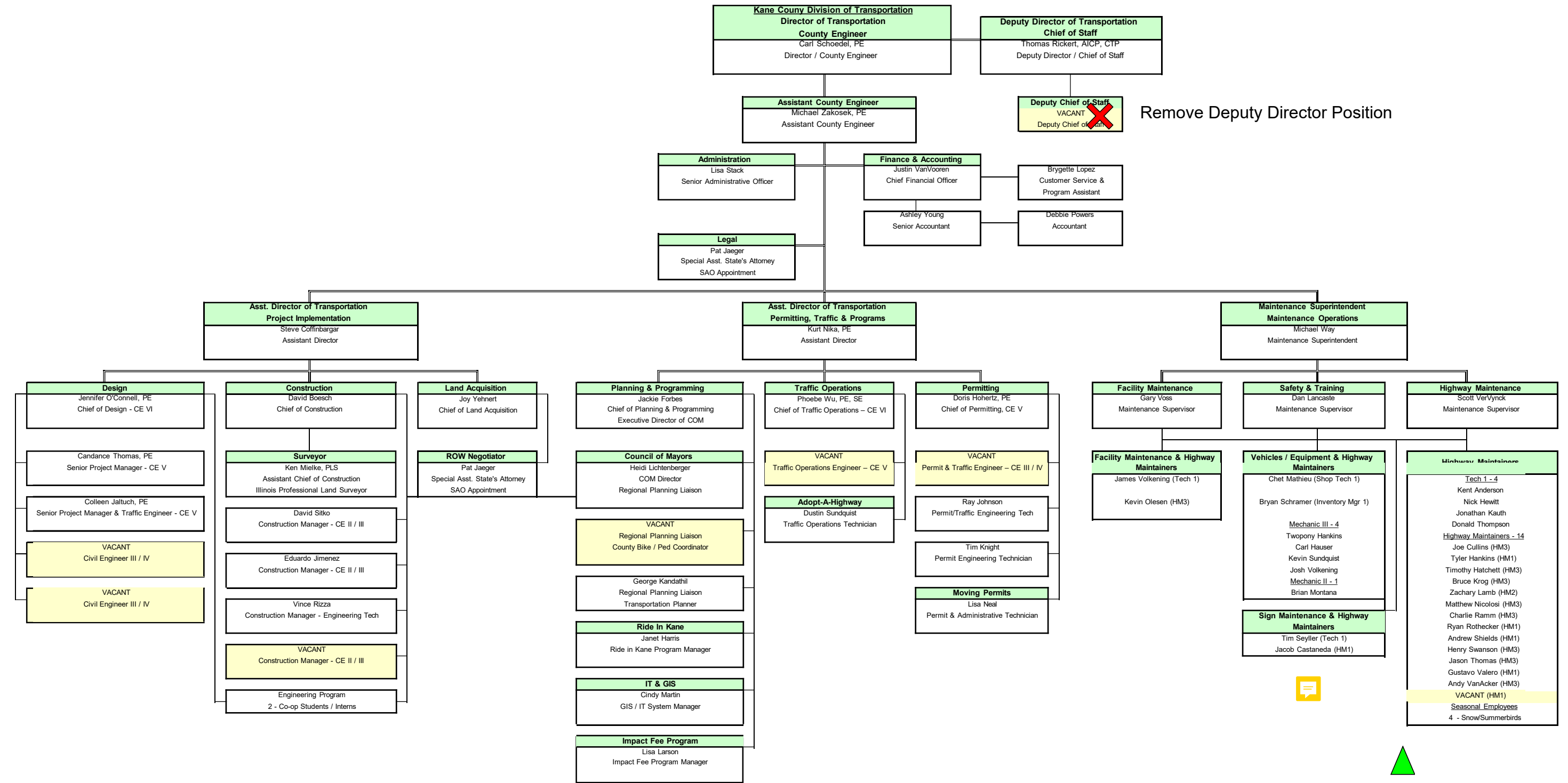
Summary:

The County's Compensation and Position Management Policy requires position and job title changes to be approved by the Kane County Board.

KDOT is requesting a mid-year change of an existing position and job title to address the department's organizational needs in order to provide for the safety of the public and enhance the efficient movement of all modes of transportation. The proposed change is to eliminate the existing position of Deputy Chief of Staff (Position # 952012013) and to create a new Highway Maintainer I (Position # 952017070). This change also equates to a reduction of approximately \$30,000 in personnel expenditures for KDOT.

The additional Highway Maintainer has been prioritized by KDOT to address operational changes and additional roadway miles that have been and that are being added to the County Highway System (Dauberman, Longmeadow, etc.). KDOT's number one priority is safety for staff and the public. Operational steps are necessary to address the ever increasing distracted/aggressive driving while also maintaining the same level of service that the public has come to know and expect.

Staff recommends approval.



Add Highway Maintainer Position

STATE OF ILLINOIS)

COUNTY OF KANE)

SS.

REPORT NO. TMP-24-2297

MAINTENANCE REPORT

KANE COUNTY DIVISION OF TRANSPORTATION

Maintenance Department Monthly Report – May 21, 2024

Maintenance Activities

Transitioning to summer activities and preparing equipment.

Mowing of the County highway right-of-way will begin around the week of 5/20 through early June, and will take approximately 3-4 weeks depending on weather.

Mowing is done twice a year with actual start dates based on grass-growing conditions. There are three crews (North, South and East), each crew will have two mowers and one trimmer. We also have the ability to add a fourth mowing crew if the need arises.

The 1st round is mowing one pass on each side of the road. For 2nd round, we will mow the entire R.O.W. The second mowing will take place based on when needed, usually around the start of September.

Miscellaneous roadway repair

- Culvert repair and replacement
 - Done on Silver Glen, West County Line, Granart, and Jericho road. Work is done ahead of the Annual Resurfacing projects.
- Various ditching projects and other drainage enhancements
- Street sweeping

Attachments: Pictures

Detailed information available from: Michael Way, Maintenance Supervisor
630-406-7359





RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Adopt-A-Highway Applicants

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Michael Way, 630.406.7359

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

Pursuant to Kane County Board Ordinance No. 13-267, Kane County Adopt-A-Highway Program, staff requests consideration of the attached resolution which approves the following Adopt-A-Highway applicant(s).

NEW APPLICANT:

1. Lecco-Czaja Family
Main Street from Dauberman Road to Owens Road.
1.75 Miles (Both Sides)

RENEWAL:

1. Boy Scout Troop 7
Hughes Road from Fabyan Parkway to Bunker Road
1.5 Miles (Both Sides)
2. The Swedberg Family
Kirk Road from Division Street to IL Route 38
1 Mile (West Side)
3. The King Family
Bowes Road from Nolan Road to Nesler Road
1 Mile (Both Sides)
4. Boy Scout Troop 11 Aurora
Orchard Road from Prairie Street to Galena Boulevard
1 Mile (East Side)
5. Troop 53 Aurora
Jericho Road from Orchard Road to Barnes Road
.5 Mile (Both Sides)

EXHIBIT A

<u>Applicants (NEW)</u>	<u>Road</u>	<u>Distance</u>
Lecco/Czaja Family	Main Street from Dauberman Road to Owens Road	1.75 Miles (Both Sides)

<u>Applicants (RENEWAL)</u>	<u>Road</u>	<u>Distance</u>
Boy Scout Troop 7	Hughes Road from Fabyan Parkway to Bunker Road	1.5 Miles (Both Sides)
The Swedberg Family	Kirk Road from Division Street to IL Route 38	1 Mile (West Side)
The King Family	Bowes Road from Nolan Road to Nesler Road	1 Mile (Both Sides)
Boy Scout Troop 11 Aurora	Orchard Road from Prairie Street to Galena Boulevard	1 Mile (East Side)
Troop 53 Aurora	Jericho Road from Orchard Road to Barnes Road	.5 Mile (Both Sides)

KANE COUNTY DIVISION OF TRANSPORTATION

Planning & Programming Department Monthly Report – May 21, 2024

Kane Kendall Council of Mayors Newsletter

The May/June edition of the Kane Kendall Council of Mayors newsletter has information about open grant opportunities including Highway Safety Improvement Program (HSIP) and Active Transportation Infrastructure Investment Program (ATIIP). Applications are open for the Chicago Metropolitan Agency for Planning (CMAP) Future Leaders in Planning (FLIP) program. High school students from the region can apply for the week-long urban planning program taking place July 15-19. Participants will learn about housing, transportation, the environment, and how decisions are made that improve residents' quality of life. [Applications](#) are due May 22.

Ride in Kane Program

As of early May, there are 109 registered riders with Ride in Kane under Kane County sponsorship. Staff attended the Elgin Senior Health and Wellness Fair on April 26 and spoke with many attendees about the Ride in Kane program.

Kane County Five Year Transportation Improvement Program

Staff has the 2024-2028 Transportation Improvement Program (TIP) ready for review. It is an abbreviated version and more details will be uploaded to the GIS TIP website in the coming months.

Attachments:

Kane Kendall Council of Mayors Newsletter

Detailed information available from:

Jackie Forbes, Chief of Planning & Programming
630-444-3142

Newsletter



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KKCOM STAFF
KKCOM CONTACT INFORMATION

FUNDING UPDATES

KKCOM FFY 2025- 2029 STP-L Call for Projects Update

The FFY 2025-2029 STP-L draft program was approved at the April 16th TPC and the April 25th Full Council meeting. CMAP’s final program adoption votes take place on May 31st and June 13th. A descriptive memo, project scoring, and the draft program can be found here: [KKCOM STP Program](#).

IDOT’s HSIP Funding Cycle 2026

IDOT is currently accepting applications for their Highway Safety Improvement Program (HSIP) for FY 2026. Applicants are directed to visit and explore the HSIP website which contains information about IDOT HSIP Policy and analysis tools that may be used to guide the applicant through the application process. A revamped webinar will be held on Tuesday, May 7th at 2 p.m. Applications are due Friday, June 14 at 5:00 p.m. Details can be found in [CL 2024-13](#).

USDOT Multimodal Project Discretionary Grant Program (MPDG): Mega, INFRA, and Rural

The application process for the Mega, INFRA, and Rural programs has been streamlined into the single Multimodal Project Discretionary Grant Program (MPDG). In the first two years of the Bipartisan Infrastructure Law, USDOT has provided nearly \$8 billion in grants to communities through the MPDG program to help rebuild the nation’s infrastructure, create good-paying jobs, increase manufacturing capacity and innovation, and create a clean-energy economy to combat climate change and ensure our communities are resilient. Eligible applicants and eligible project types vary by program. Applications are due May 6, 2024. More information can be found here: [MPDG Program](#).

FHWA Funding – Active Transportation

FHWA is accepting applications for its Active Transportation Infrastructure Investment Program (ATIIP). Funding for this program is intended to strengthen safety, improve non-motorized modes such as bicycling and walking, and enhance access to public transit in communities across the country. Grants are available for planning, design, and construction. Planning and design projects must have costs totaling at least \$100,000 to be eligible, and construction projects must have costs totaling \$15 million to be eligible. Applications due June 17, 2024. For more information, visit: [ATIIP](#).

SAVE THE DATE

May	8	CMAP Board
May	8	CMAP Unified Work Program
May	16	CMAP STP PSC
May	16	CMAP CMAQ & TAP PSC
May	31	CMAP Transportation Committee
June	12	CMAP Board
June	13	CMAP MPO Policy Committee

IDOT BLRS AGREEMENT TRAINING

On May 20 and 21, 2024, IDOT’s Bureau of Local Roads and Streets will host two training sessions on the agreement process. Training will be held in the IDOT District 1 Office (201 West Center St, Schaumburg, IL 60196). Registration will be first come first serve with approximately 90 seats available. The deadline for registration is **May 10, 2024**. Please register by email at: DOT.D1.BLRS@illinois.gov.



FUNDING UPDATES, cont'd

FY 2024 SS4A Grant Opportunity

Applications for the USDOT's FY 2024 Safe Streets and Roads for All ([SS4A](#)) grant is still open. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. There are two remaining application deadlines.

- May 16, 2024, 5 p.m. (EDT): Sole deadline for Implementation Grants. Deadline #2 for Planning and Demonstration Grants; and
- August 29, 2024, 5 p.m. (EDT): Deadline #3 for Planning and Demonstration Grants.

Illinois National Electric Vehicle Infrastructure (NEVI) Program

On March 15, 2024, IDOT released a NOFO for Round 1 of the Illinois National Electric Vehicle Infrastructure (NEVI) Program, which will provide up to \$50 million for the construction of 46 charging stations across the state. A webinar recording on the funding opportunity, application materials, and how to apply is posted on IDOT's Drive Electric Illinois website ([Drive Electric Illinois](#)). Questions may be submitted to: dot.driveelectric@illinois.gov. The application deadline is May 7, 2024 at 5 p.m.

Illinois EPA Funding - Driving a Cleaner Illinois

The Illinois EPA has opened Round 2 of the Driving a Cleaner Illinois – Climate and Equitable Jobs Act (CEJA) EV Chargers funding. The Illinois EPA will fund a portion of the eligible costs associated with new, commercial-grade Direct Current Fast Charging (DCFC, also known as Level 3) and Alternating Current Level 2 charging stations for electric vehicles, to be located at publicly accessible charging station locations in Illinois. The application deadline is Friday, May 10, 2024. For more information, visit: [IL EPA Funding](#).

KANE COUNTY UPDATE

Kane County Grade Separation Grant

In January of this year, Kane County was awarded \$25 million in federal funds to construct a grade separation of the rail crossing near the intersection of Randall Road with Hopps Road on the border of Elgin and South Elgin. The funding was awarded through the U.S. Government's Infrastructure for Rebuilding America (INFRA) grant program. In addition, Kane County received \$12 million through the Grade Crossing Protection Fund (GCPF). For more information, please see: [Grade Separation Grant](#).

Kane County Safety Action Plan Status Update

In January 2024, Kane County DOT started the Kane County Safety Action Plan project with funding from the Safe Streets and Roads for All ([SS4A](#)) program. This project will create a Safety Action Plan for all Kane County roadways. Consultants have received the most recent crash data from CMAP and are starting their initial analysis. The project team will hold a steering committee meeting and a stakeholder engagement event in the next few months. Please see: [Safety Action Plan](#).

UPDATED LETTING SCHEDULE

IDOT has made one important revision to their [new letting schedule](#): The final CE, RR, and Funding Agreements for the November 2024 letter has moved from September 16 to September 9, 2024.

PROWAG VIDEOS

The US Access Board has released a video series to supplement their guidelines on public right-of-way. These videos offer guidelines to make pedestrian facilities more accessible to the disabled. The videos may be found on the Board's ([YouTube Channel](#)).

STATEWIDE PLANNING & RESEARCH FUNDS

As described in [Circular Letter 2024-09](#), the application window for SPR funds is closed. Awards for this program will be announced in the summer of 2024.

PACE'S FIRST ELECTRIC BUS

Earlier this year, Pace Suburban Bus debuted its first-ever battery-electric bus. The state-of-the-art Gillig bus is now operational on Route 381 95th Street, serving riders in the southwest suburbs and providing connections between the CTA Red Line and Moraine Valley College. Pace, with its commitment to environmental stewardship as a key priority of the agency's [Driving Innovation](#) strategic vision plan, is actively working to reduce its carbon footprint and enhance air quality. Pace's ambitious initiative, [Project Zero](#), aims to convert its entire fleet of over 700 buses to zero-emission vehicles by 2040. At its unveiling event, speakers included US Senator Dick Durbin and Illinois State Senator Bill Cunningham (18th District). For more information, please see: [Pace Electric Bus](#).

TAMP PERFORMANCE MEASURES

IDOT's Transportation Asset Management Plan (TAMP) shows how State roads and bridges on the National Highway System are maintained. Performance measures are used to indicate the condition of pavement and bridges. Excel and GIS files associated with these condition ratings are also available. For more details see: [Condition Ratings](#).



CMAP NEWS

2024 Priority Climate Action Plan Released

CMAP collaborated with the Metropolitan Mayors Caucus to prepare the Priority Climate Action Plan that will set the region on a path to reduce greenhouse gas emissions and allow communities in northeastern Illinois to compete for investments from the U.S. EPA's Climate Pollution Reduction Grant Program. The goal is to reduce pollutant emissions, create high-quality jobs, and spur economic growth. Building off this work, CMAP will embark on the Comprehensive Climate Action Plan. Due in June 2025, the plan will provide an overview of major regional sources and sinks of emissions, develop emissions scenarios and targets, and recommend strategies to reduce emissions. Learn more about this work on the following webpage: [CMAP Priority Climate Action Plan](#).

2024 Northeastern Illinois Priority Transportation Investments

CMAP recently released [Northeastern Illinois Priority Investments](#), a blueprint documenting the highest-priority projects across the region for 2024. It reflects collaboration between CMAP and our partners at IDOT, CDOT, the RTA, the CTA, Metra, Pace, the region's seven counties, and the CREATE Program partners.

Summer 2024 Future Leaders in Planning Program Accepting Applications

The Chicago Metropolitan Agency for Planning (CMAP) is looking for high school students from Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will counties who want to learn about urban planning and our region and share ideas about how to make northeastern Illinois a better place to live, go to school, work, and play. The program will be from Monday, July 15th to Friday, July 19th from 10 a.m. to 4 p.m. at CMAP's office in downtown Chicago. The application deadline is 11:59 p.m. on Wednesday, May 22.

Proposed FY2025 Budget and Work Plan

Every day, CMAP serves our region in an effort to make northeastern Illinois a stronger, more resilient place to live. CMAP's work is strategically planned in the region's long-range plan and in its annual budget and work plan. The CMAP Board recently approved the proposed FY2025 Budget and Work Plan for the next fiscal year that starts on July 1, 2024. This plan highlights CMAP's work to strengthen the region's transportation system, economy, and resiliency to climate impacts. The proposed FY2025 Budget and Work Plan as well as a seven-minute video can be found here: [FY2025 Budget and Work Plan document and video](#).

Legislative Update

During the March Board meeting the CMAP Board voted to approve language that modernizes the Regional Planning Act (RPA), CMAP's enabling legislation. CMAP is also seeking a \$5 million appropriation from the Illinois General Assembly to support their work that stretches beyond the transportation sector. Additionally, the Illinois Municipal League (IML) is pursuing changes to the Open Meetings Act (OMA) that would allow more flexibility for public bodies to meet remotely. CMAP staff is evaluating the possibility of working with IML to provide amendatory language that would add federally designated metropolitan planning organizations (MPO's) with jurisdiction over a specific geographic area of more than 4,000 square miles to the legislation. Please visit the following for more information: [Regional Planning Act](#).

Updated Land Use Inventory

CMAP's recently updated seven-county land use inventory is a great resource. This inventory contains GIS data and supporting documentation that divides land use in northeastern Illinois into 57 categories that can be used for forecasting, technical assistance, policy analysis, and so on. Please visit the following to see: [CMAP's 2020 Land Use Inventory](#).

COUNCIL MEMBERS

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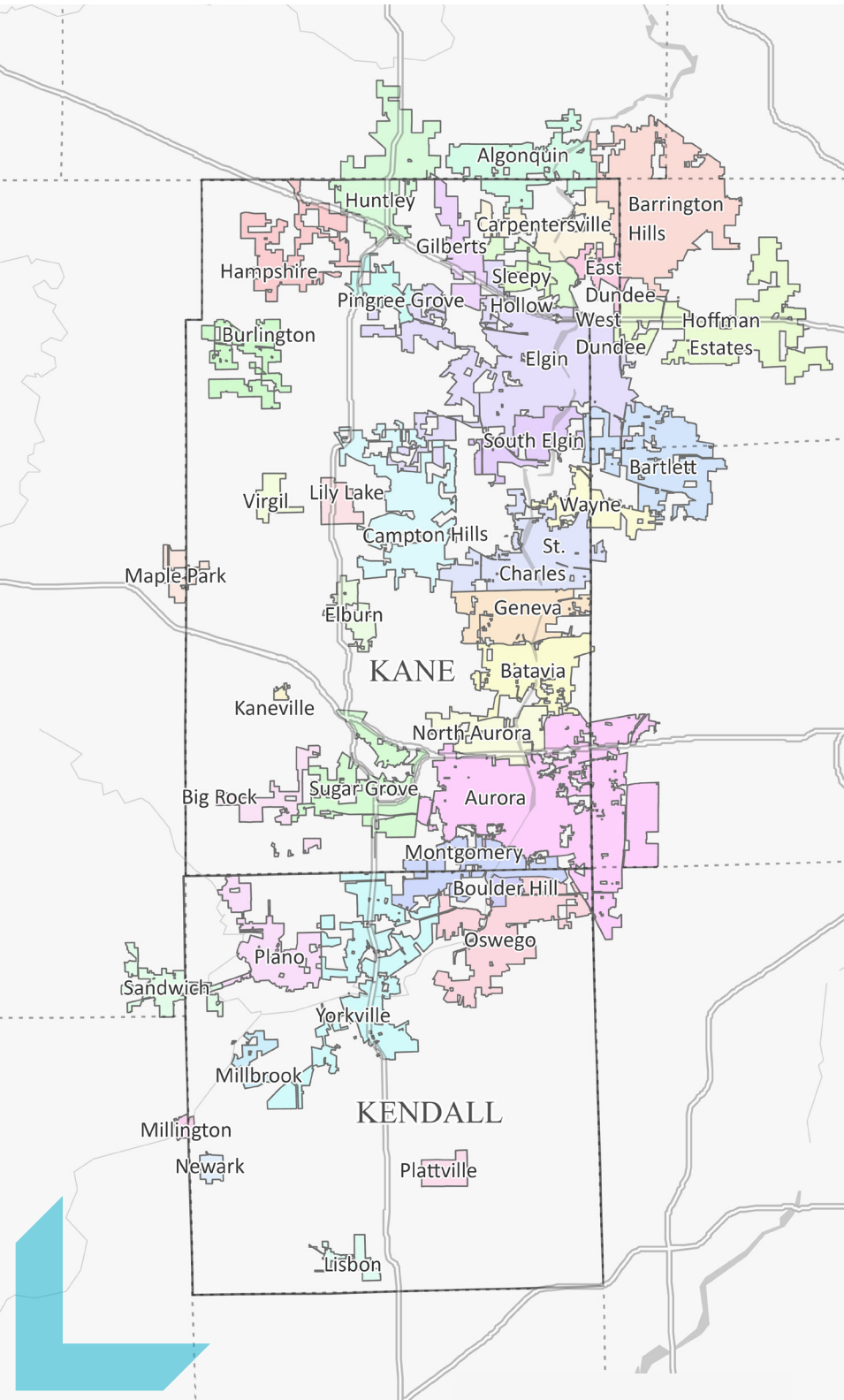
County Members

Madam Chair Corinne Pierog, Kane County Board

Chairman Matt Kellogg, Kendall County Board

Carl Schoedel, County Engineer, Kane County DOT

Francis Klaas, County Engineer, Kendall County HD



KKCOM STAFF



JACKIE FORBES
EXECUTIVE
DIRECTOR



**HEIDI
LICHTENBERGER**
COUNCIL DIRECTOR



**GEORGE
KANDATHIL**
PLANNING LIAISON

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Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Technical Services Agreement between the Regional Transportation Authority and the County of Kane for the Ride in Kane Program, Contract Number S5310-2021-11, Federal Project Number IL-2022-025, FY2020-21 Section 5310 Mobility Management (Transfer Funds)

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Jackie Forbes, 630.444.3142

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

The Ride in Kane program utilizes federal Section 5310 funding for mobility management. The Regional Transportation Authority (RTA) is the direct recipient of the funding and County of Kane acts as a sub recipient. This Technical Services Agreement with the RTA provides \$85,276.00 in Section 5310 Federal Transit Funds for Mobility Management costs related to the Ride in Kane program. This amount represents the 80% federal share, with the County of Kane providing the required 20% local matching funds. This is a reimbursement program and no additional funds are needed for this award. The salaries are covered by the County of Kane annual budget and 80% of the mobility management cost, up to the awarded amount, is reimbursed by the RTA.

Staff recommends approval.

TECHNICAL SERVICES AGREEMENT

between

THE REGIONAL TRANSPORTATION AUTHORITY

and

COUNTY OF KANE

Contract No.: [S5310-2021-11](#)

CFDA No.: 20.512

Federal Project No.: IL-2022-025

Award Date: 5/16/2022

SAM No. JDR6EZ6HML25

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This Technical Services Agreement (this "Agreement") is made by and between the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (the "RTA") and County of Kane, a municipal corporation and body politic formed under the laws of the State of Illinois, hereinafter referred to as "Recipient" (also referred to as "Grantee," which term shall include its successors, assigns and subrecipients/subgrantees)¹ as of April 01, 2024.

WHEREAS, the Recipient wishes to undertake one or more public transportation projects;
and

WHEREAS, the Recipient has made application to the RTA for financial assistance or financial and technical assistance for the project(s) in accordance with the procedures established by the RTA; and

WHEREAS, the Recipient's application has been reviewed and approved by the RTA;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance or financial and technical assistance to the Recipient in the form of a technical services agreement, to set forth the terms and conditions upon which the Agreement will be made, and to set forth the Agreement of the parties as to the manner in which the project(s) will be undertaken, completed, and used.

ARTICLE I: DEFINITIONS

1.1 "Allowable Cost" means an expense with respect to the Project(s) which meets the requirements of Article IX of this Agreement.

1.2 "Application" means the application submitted by the Recipient with respect to the Project(s). In the event of a conflict between the Application and the attached Exhibit A, Scope of Services, Exhibit A shall govern.

1.3 "Local Share" means that portion of the Net Project Cost of each Project provided by the Recipient pursuant to this Agreement.

1.4 "Net Project Cost" means the sum of the allowable costs incurred in performing the work on each Project, including work done by the Recipient.

1.5 "Project(s)" means the scope of specific activities for which the funds provided in this Agreement are to be expended, as set forth in Exhibit A, Scope of Services and in the plans, specifications, and schedules set forth in the Application.

¹ This document incorporates Federal Certifications and Assurances copied incorporated verbatim from federal circulars. The Certifications and Assurances also use the terms "Recipient," "Subrecipient" and "Applicant" interchangeably. The terms of this agreement and all federal requirements apply to any recipient of federal funds regardless of its status as Recipient, Subrecipient, Grantee, Subgrantee or Applicant, vis-à-vis the federal granting agency.

1.6 "Project Budget" means the anticipated Net Project Cost for each Project as shown in Exhibit B, Project Budget, as may be amended from time to time by the Recipient with RTA approval and in a format approved by the RTA.

1.7 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of each Project through the application of the RTA's Agreement funds.

1.8 "Service Life" shall mean, with respect to each Project Facility, the period set forth with respect to such Project Facility on Exhibit B, if applicable.

ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT

2.1 The Recipient represents and warrants that it has the legal authority and the financial, technical, and managerial capacity to apply for, plan, manage, and complete the Project(s) for which funding is being provided under this Agreement.

2.2 The Recipient acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with this Project, they reserve the right to impose on the Recipient the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate. Recipient agrees to include this clause in all state and federally-assisted contracts and subcontracts.

2.3 The Recipient agrees to undertake and complete the scope of each Project as set out in Exhibit A, Scope of Services, and in accordance with the Project Budget as set out in Exhibit B, Project Budget, and to provide for the use of Project Facilities as described in Exhibit A and the Application, in accordance with this Agreement and all applicable laws.

ARTICLE III: TERM OF AGREEMENT

3.1 The term of this Agreement shall be from April 01, 2024 to April 31, 2027.

ARTICLE IV: TECHNICAL SERVICES AGREEMENT

4.1 RTA Budget Commitment.

(a) Subject to the annual appropriation of funds by the RTA, the RTA hereby commits to provide the funds pursuant to paragraph 4.1(b) and as listed in Exhibit B, Project Budget, for the Project(s) in Exhibit A, Scope of Services.

(b) The RTA will provide 80.00% of the aggregate actual cost of all Projects as set forth on Exhibit B or \$85,276.00, whichever is less. The RTA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

4.2 Recipient Commitment to Complete Project(s) or Seek Amendment.

Subject to the RTA's appropriation of the funds described in paragraph 4.1, the Recipient agrees to complete the scope of all the Projects, and to provide funding up to the amount of Local Share of the Project Budget, or to seek an amendment in accordance with this subparagraph. The Recipient shall request an amendment to the Agreement in order to (1) add or delete a Project, (2) change the scope of any Project, or (3) change the Project Budget(s).

4.3 Conformity with Project Budget.

(a) The Recipient shall carry out each Project and shall incur obligations against and disburse Project funds only in conformance with the latest approved Project Budget attached hereto as Exhibit B. A proposed revised Project Budget shall accompany any request to amend this Agreement.

(b) The Recipient must seek the prior approval of the RTA to revise the Project Budget(s) to increase or decrease the estimated Net Project Cost. In making this request the Recipient must demonstrate the following:

(1) A justifiable rationale for the revision in a particular Project;

(2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;

(3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;

(4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and

(5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B to be exceeded.

4.4 Conformity with Program Management Plan (PMP).

(a) The Recipient shall adhere to the Program Management Plan (PMP) as included in Exhibit E.

ARTICLE V: METHOD OF FUNDING

5.1 The RTA may finance its obligations, or any portion thereof, under this Agreement in any way it deems, in its sole discretion, to be most advantageous and fiscally sound, provided that nothing in this Agreement shall cause the Recipient to be obligated to any creditor of the RTA with respect to such financing.

5.2 All or part of any share of the Net Project Cost to be contributed by the Recipient may, with the express written prior approval of the RTA, be provided by the Recipient in the form of contributions of professional, technical or other services. The amount or value of any share of the Net Project Cost contributed by the Recipient is shown in Exhibit B.

5.3 In the event that the Recipient receives funds from any source with respect to the completion of the Project which do not appear in Exhibit B and were not included in determining the RTA share under paragraph 4.1(b) of this Agreement, the amount of this Agreement shall be recalculated and a proportionate amount of the RTA funding shall be refunded to the RTA. Such funds include, but are not limited to, the proceeds of any sale and leaseback arrangement with respect to Project Facilities, if any. This Section 5.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)

6.1 General.

(a) The Recipient shall commence, carry on, and complete the Project(s) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement. The Recipient shall cause all contractors involved with the Project(s) to deliver and complete the Project(s) in accordance with the Project schedules submitted at time of application or as revised pursuant to paragraph 6.2(b) of this Agreement.

(b) In performance of its obligations pursuant to this Agreement, the Recipient and the contractors shall comply with all applicable provisions of federal, state, and local law. Specifically, Recipient and contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable Federal Transit Administration (hereinafter referred to as "FTA") Circulars and 49 CFR 18 and 19. All limits and standards set forth in this Agreement to be observed in the performance of a Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

(c) At or prior to the time that funds are needed to meet Project costs, the Recipient shall initiate and prosecute to completion all proceedings necessary to enable the Recipient to provide any share of the Net Project Cost which is to be provided by the Recipient.

(d) Nothing in this Agreement is intended to subject the RTA to any obligations or liabilities to contractors of the Recipient, or their respective subcontractors, or any other person not a party to this Agreement in connection with the performance of any Project pursuant to the provisions of this Agreement, notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

6.2 Project Completion.

(a) Any failure, except a force majeure event or any other reason beyond the control of the Recipient, to make progress which significantly endangers substantial performance of a Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement.

(b) The Recipient shall complete each Project in accordance with the Project completion date provided at time of application or as revised. In the event the Recipient determines that, for whatever reason, a Project cannot be completed in accordance with the Project schedule, the Recipient shall immediately notify the RTA in writing, within thirty days, of: 1) the nature and extent of the delay; 2) the reason or reasons for the delay; 3) the adjustments to the Project schedule which can be made to ensure that the Project is completed on schedule; and 4) if the Project cannot be completed on schedule, the implications on the Project Budget due to the delay.

6.3 Use of Facilities.

(a) The Project Facilities, if any, shall be used by the Recipient as described in the Recipient's final, approved Application.

(b) If during the Service Life, the Project Facilities are not used in this manner, are sold or are otherwise disposed of, or are withdrawn from mass transportation service at the initiative of the Recipient (if applicable), the Recipient shall immediately notify the RTA and shall, at the RTA's discretion, remit to the RTA a proportional amount of the fair market value, if any, of the Project Facilities (determined on the basis of the ratio of the amounts paid by the RTA pursuant to this Agreement to the total cost of such Project Facilities). The fair market value shall be deemed to be the value of the Project Facilities as determined by a competent appraisal conducted as soon as feasible after such withdrawal or misuse occurs; or the actual proceeds from the public sale of such property, whichever is approved by the RTA; or, for rolling stock, the unamortized value of the remaining service life per unit based on straight-line depreciation of the original purchase price. Any appraiser employed for such purposes shall be subject to disapproval by the RTA on the grounds that it is not an independent appraiser.

(c) The Recipient shall maintain, in an amount and form satisfactory to the RTA, insurance or self-insurance with such reserves as will be adequate to protect Project Facilities throughout the period of their useful lives. The cost of such insurance shall not be an Allowable Cost for the Projects.

(d) This Section 6.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise, for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS

7.1 If this Agreement provides any portion of funding for which the RTA receives funds from a governmental entity subject to agreement, grant, or contract, the provisions contained therein and as detailed in the attached Exhibit C, Federal Certifications and Assurances, are hereby incorporated by reference and made a part of this Agreement. If the recipient will receive federal funds pursuant to this grant, the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time, is also incorporated and made part of this Agreement. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA. The provisions and requirements of the Master Agreement shall flow down to all sub-recipients and third parties at every tier and must be expressly incorporated into all procurement and non-procurement awards involving funds provided pursuant to this Agreement. The Recipient shall carry out each Project in such a manner as to comply with the requirements contained herein and the requirements of any governmental agreement, rules and regulations applicable to this Project. If it is not possible to carry out the project in such a manner, the Recipient shall, as soon as practicable, notify the RTA in writing of the specific provisions of each agreement, rule or regulation in conflict and reasons for conflict in order that appropriate arrangements may be made between the parties and any governmental entity to permit the Project to proceed.

7.2 The Recipient acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. The Recipient acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, (c) the successor to the law resulting from recodification or similar reorganizing of laws and (d) all future laws pertaining to the same or similar subject matter. The Recipient agrees to include in all subcontracts or lower tier agreements specific notice to this effect.

7.3 The Illinois Department of Transportation (IDOT) and the FTA shall not be subject to any obligations or liabilities by or to the Recipient or contractors of the Recipient or their subcontractors or any other person not party to this Agreement in connection with the performance of this Project, without their respective express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such contractors or subcontractor(s). The Recipient agrees to include this clause in each subcontract or lower tier agreement financed in whole or in part with federal and/or state assistance.

ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT

8.1 Project Management.

(a) The Recipient is responsible for administration and management of each Project.

(b) The RTA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their premises, for the RTA and its designee to permit these inspections. Inspection of, or concurrence by, RTA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

(c) Any Project management plan or amendment to such plan provided pursuant to any governmental agreement, grant or contract for any Project in this Agreement shall require written approval of the RTA.

(d) The Recipient shall report to the RTA regarding all Projects in this Agreement and shall provide to the RTA such information that the RTA deems necessary to meet its reporting responsibilities or other requests from the FTA or any other governmental agency. When requesting reimbursement from the RTA, the Recipient will be required to submit detailed requisitions and progress reports supported by properly executed payrolls, time records, invoices, contracts, or vouchers, evidencing in detail the nature and propriety of the charges.

ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING

9.1 The Recipient shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for each Project in conformity with requirements established by the RTA.

9.2 Allowable Costs.

Funds provided by the RTA under this Agreement shall only be used to pay or reimburse the Recipient for allowable costs for a Project which meets all of the requirements set forth below:

(a) They shall be made in conformance with the final, approved Exhibit A, Scope of Services, and Exhibit B, Project Budget(s), and all other provisions of this Agreement;

(b) They shall be necessary in order to accomplish the Project;

(c) They shall be reasonable in amount for the goods or services purchased;

(d) They shall be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient which have the effect of reducing the cost actually incurred);

(e) They shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement);

(f) To the extent applicable, they shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals and other expenses, as applicable.

(g) They shall be satisfactorily documented;

(h) They shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Recipient for its contractors; and

(i) They shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.)

9.3 Payment Procedures.

(a) The Recipient may make requests for payment of allowable costs under the Agreement, and the RTA shall honor such requests in the manner set forth in this paragraph. In order to receive payments, the Recipient shall:

- (1) Execute and submit to the RTA a requisition for approval by the RTA;
- (2) Have submitted all financial, progress, and other reports required by the RTA; and
- (3) Have received approval by the RTA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

(b) Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the Recipient is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the Recipient up to the maximum amount of the RTA Agreement funds. Such reimbursement shall be made within sixty (60) days after receipt of each request for same from the recipient. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any

violation of the terms of this Agreement committed by the Recipient. The RTA will make a final determination as to the allowability of costs only after a final audit of the Agreement has been conducted pursuant to Article XI of the Agreement.

(c) In the event that the RTA determines that the payment should not be made, it shall notify the Recipient within twenty (20) days after receipt of the completed requisition form, stating the reasons for such determination.

(d) The Recipient agrees that upon completion of all of the Projects in this Agreement and after payment or provision for payment or reimbursement of all allowable costs, the Recipient shall refund to the RTA any unexpended balance of funds received by the Recipient under this Agreement.

9.4 Records Retention.

(a) All books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement, this Agreement and all books, records, and supporting documents related to the Agreement must be retained by Recipient for a minimum of five (5) years after completion of this Agreement or such longer time as may be required by any governmental agency from which funds are obtained and shall be available for review and audit by authorized representatives of the RTA, the Illinois Auditor General, IDOT, the FTA, or another governmental agency with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of any property acquired with RTA funds must be retained for three years after final disposition of the property.

(b) Should the Recipient administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

9.5 Audits.

(a) Pursuant to all applicable Office of Management and Budget Circulars, the Recipient shall permit, and shall require its contractors to permit, at any time, the RTA, or IDOT or other state or federal agency, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with

regard to each Project, and to audit the books, records, and accounts of the Recipient and its contractors with regard to each Project. The RTA also may require the Recipient to furnish at any time prior to closeout of the Agreement, audit reports with respect to the Agreement prepared according to generally accepted accounting principles. The Recipient agrees to promptly comply with recommendations contained in any RTA, IDOT or other state or federal agency final audit report.

(b) In accordance with 49 USC 5325(g), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the Secretary of U.S. DOT, to permit the Secretary, Comptroller General of the U.S., IDOT, the RTA, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract and audit the books, records, and accounts involved.

ARTICLE X: RIGHT OF THE RTA TO TERMINATE

10.1 Upon written notice to the Recipient, the RTA may suspend or terminate all or part of the financial and/or technical assistance provided herein if the Recipient is or has been in violation of the terms of the Agreement (including its obligation to provide for a portion of the funding for each Project as reflected on Exhibit B, if applicable), or if funding provided to the RTA pursuant to paragraph 7.1 is terminated. Termination of any Project in this Agreement will not invalidate obligations of the RTA to reimburse the Recipient for Project costs incurred up to and including the date of termination, nor invalidate obligations of the Recipient, properly incurred by the Recipient, to the extent they are noncancellable. The acceptance of a remittance by the RTA of any or all Project funds previously received by the Recipient or the closing out of the RTA financial participation in the Project shall not constitute a waiver of any claim which the RTA may otherwise have arising out of this Agreement.

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

(a) There is any misrepresentation of a material nature in the Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Recipient required by the RTA in connection with this Agreement;

(b) There is pending litigation which, in the opinion of the RTA, may jeopardize funding provided to the RTA pursuant to paragraph 7.1 of this Agreement;

(c) There has been in connection with the funding provided to the RTA pursuant to paragraph 7.1, any violation of the state or federal regulations, ordinances or statutes applicable to the Recipient, its officers or employees which, in the opinion of the RTA, affects this Agreement;

(d) Any funds provided by the RTA pursuant to this Agreement are used for an ineligible purpose;

(e) The Recipient is unable to substantiate the proper use of funding provided to the RTA pursuant to paragraph 7.1;

(f) The Recipient is in default under any of the provisions of this Agreement;

(g) There is failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time, which failure shall be deemed to be a violation of the terms of this Agreement;

(h) The Recipient has failed to maintain the Project Facilities as required by this Agreement;

(i) The RTA determines that the purposes of the applicable governing laws would not be adequately served by continuation of state or federal assistance to the Project;

(j) The State Legislature or any federal agency fails to make sufficient appropriations for funding pertinent to that provided to the RTA pursuant to paragraph 7.1.

ARTICLE XI: SETTLEMENT AND CLOSE-OUT

11.1 Upon receipt of notice of successful completion of the Agreement or upon termination by the RTA, the RTA at its discretion will perform or contract for the performance of a final audit to determine the final allowability of costs incurred, and shall make final settlement of the RTA's obligations described in this Agreement. If the RTA has made payments to the Recipient in excess of the total amount of such RTA obligations, the Recipient shall promptly remit such excess to the RTA. The Agreement close-out occurs when the RTA notifies the Recipient and forwards the final Agreement payment or when an appropriate refund of RTA Agreement funds has been received from the Recipient and acknowledged by the RTA. Agreement close-out shall be subject to any continuing obligations imposed on the Recipient by this Agreement or contained in the final notification or acknowledgment from the RTA.

ARTICLE XII: PROCUREMENT

12.1 Procurement Procedures.

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding \$40,000 shall contain all

the clauses pursuant to FTA Circular 4220.1F and 49 CFR 18.36, 19.40-19.48, and the parties shall comply with the requirements therein.

(b) Apart from inconsistent requirements imposed by federal and state law, the Recipient (and its subcontractors) agrees that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h)(2).

(c) The Recipient agrees to comply with U.S. Maritime Administration Regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR 381, to the extent those regulations apply to the Project, and insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

(d) To the extent applicable, the Recipient agrees to comply with the requirements of 49 USC 5323 and FTA regulations, "Bus Testing", 49 CFR 665, and agrees to provide the RTA with applicable certifications and obtain applicable certifications from contractors, subcontractors and manufacturers.

(e) Each third-party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

(f) The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by IDOT and FTA.

(g) The Recipient agrees to comply with the requirements of Executive Order No. 12549 and 12689 "Debarment and Suspension," and U.S. Department of Transportation (DOT) regulations on Debarment, 49 CFR 29, and agrees to obtain applicable certifications from contractors and subcontractors and otherwise comply with federal and state regulations.

(h) The Recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Recipient made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Recipient committed bribery or attempted bribery on behalf of the Recipient and pursuant to the direction or authorization of a responsible official of the Recipient. The Recipient further certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Title III, Part E, Article 33 of the Criminal Code. These certifications shall apply equally to any subrecipient or contractor, at all levels, without regard to the value of the subagreement or contract.

(i) Electronic and Information Technology – to the extent applicable, Recipient agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or information technology capable of assuring that, when provided to the

RTA, it will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC 794(d) and U.S. Architecture and Transportation Barriers Compliance Board (ATBCB) regulations “Electronic and Information Technology Accessibility Standards,” 36 CFR 1194.

12.2 Procurement Review.

The Recipient must obtain pre-award approval from the RTA for: (1) any proposed third-party contract; (2) any change order with a third-party contractor; and (3) any use of force account for activities funded by this Agreement.

ARTICLE XIII: THIRD-PARTY CONTRACT DISPUTES OR BREACHES

13.1 The RTA, and any state or federal granting agency, has a vested interest in the settlement of disputes, defaults, or breaches involving any RTA-assisted third-party or subrecipient contracts for any Project. The RTA retains a right to a proportional share, based on the percentage of the RTA share committed to any Project, of any proceeds derived from any third-party recovery, after taking into account any costs incurred by the Recipient in securing the recovery. Therefore, the Recipient shall avail itself of all legal rights available under any third-party contract.

The Recipient shall promptly notify the RTA of any litigation, default, breach or major dispute pertaining to any third-party or subrecipient contract. This responsibility shall flow down to all sub-recipients at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant.

The RTA reserves the right to concur in any compromise or settlement of the Recipient’s claim(s) involving any third-party or subrecipient contract. If the third-party or subrecipient contract contains a liquidated damages provision, such proportional share of any liquidated damages recovered shall be credited to the Project account unless the RTA permits otherwise.

ARTICLE XIV: ASSIGNMENT OF CONTRACT - SUBCONTRACTORS

14.1 The Recipient agrees that no contract for services of any kind in connection with a Project funded by this Agreement shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of the RTA. All subcontracts shall contain all applicable contract clauses pursuant to federal and state requirements, and as required by this Agreement.

ARTICLE XV: INDEMNIFICATION

15.1 The Recipient agrees to save or hold harmless and indemnify the RTA from and against any and all losses, expenses, damages (including loss of use), demands, and claims, and shall defend any suit or action, whether at law or in equity, brought against it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of the Recipient, its officers, employees and agents with respect to any Project funded by this Agreement and shall pay

all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom; provided, however, that the Recipient shall not be required to save harmless, indemnify, or defend the RTA due to the negligence or misconduct of the RTA or its successors, assigns, agents, or employees or their respective failure to reasonably perform under this Agreement. This Section 15.1 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

ARTICLE XVI: INDEPENDENCE OF RECIPIENT

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

ARTICLE XVII: NON-COLLUSION

17.1 The Recipient warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its Application for any Project pursuant to this Agreement. No Recipient officer or employee, or member of any unit of local government which contributes funds to any Project funded by this Agreement shall be admitted to any share or part of this Agreement or to any benefit arising therefrom other than nominal.

ARTICLE XVIII: CONFLICTS OF INTEREST

18.1 The Recipient hereby certifies that: (1) no employee, officer, board member, or agent of the Recipient is a director, officer or employee of the RTA or (2) if such relationship exists, it is not prohibited by any applicable conflict of interest laws. The Recipient further certifies that, to its knowledge, no employee, officer, board member, or agent of the Recipient has participated in the selection, award, or administration of a contract supported by federal or state funds where such participation constitutes a conflict of interest, whether real or apparent. This conflict of interest requirement applies to all former employees, officers, board members, and agents for one year from the date the employee, officer, board member, or agent ended its employment with the Recipient.

The Recipient acknowledges that no director, officer or employee of the RTA may represent the Recipient with respect to any application or agreement in regard to which such director, officer or employee may be called upon to vote. The Recipient hereby certifies that it has not been, and

shall not be, represented by any director, officer or employee of the RTA with respect to its application for financial or financial and technical assistance or this Agreement.

The Recipient agrees that its employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The RTA may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or recipient or impair the objectivity in performing the contract work.

ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE

19.1 Irrespective of the participation of other parties or third-party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. This responsibility shall flow down to all sub-recipients and third parties at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving the funds provided pursuant to this Agreement. If the Recipient will receive federal funds or funds from the Illinois Department of Transportation under this Agreement, the Recipient must complete Exhibit C, Federal Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must complete Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements, and comply with the terms and conditions therein as well as those of the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time. In particular, provisions of the Master Agreement requiring Flow-Down to third parties such as subrecipients and contractors at all tiers must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA.

ARTICLE XX: LABOR LAW COMPLIANCE

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum

fair wage standards for minors, payment of wages due employees, and health and safety of employees.

(a) Contract Work Hours and Safety Standards. The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Recipient and its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Recipient or its subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or Department of Labor, and the Recipient or its subcontractors will permit such representatives to interview employees during working hours on the job.

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

20.2 The Recipient also agrees to require any contractor performing professional or consulting service in connection with any Project funded by this Agreement to agree to adhere to the requirements of this Article.

ARTICLE XXI: CIVIL RIGHTS

21.1 Non-Discrimination.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances relating to non-discrimination including, but not limited to, all requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000(d); Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6101, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.*, Federal Transit Law at 49 USC 5332, and US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR 21, and any implementing requirements the FTA may issue.

21.2 Equal Employment Opportunity Clauses.

(a) Federal Equal Employment Opportunity – The following requirements apply to the Project and the Recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA.

(1) Discrimination Prohibited – In accordance with 42 USC 2000(e), 49 USC 5332, the Recipient agrees to comply with any applicable Federal statutes, executive orders, regulations, and Federal policies including the U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR 60 *et seq.*, (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375, “Amending E.O. No. 11246 relating to Equal Employment Opportunity,”) that may in the future affect construction activities undertaken in the course of this Project. The Recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(2) EEO Program Incorporated by Reference – If the Recipient is required to submit and obtain approval of its EEO program, that EEO program approved by the United States or State of Illinois government is incorporated by reference and made a part of this Agreement. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the RTA and the United States or State of Illinois government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Recipient’s eligibility to obtain future financial assistance in transportation projects.

(3) Age – In accordance with 49 USC 5332, the Recipient agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities – In accordance with 42 USC 12101, the Grantee agrees that it will comply with the requirements of 29 CFR 1630, pertaining to the employment of persons with disabilities. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(5) Sex – In accordance with Title IX of The Educational Amendments of 1972, as amended, 20 USC 1681 *et seq.*, and U.S. Department of Transportation regulations 45 CFR 86, the Recipient agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.

(6) Language Proficiency – In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order, “Improving Access to Services for Persons with Limited English Proficiency,” for improving access to services for persons with limited English proficiency, *see* 42 USC 2000d-1.

(7) Environmental Justice – The Recipient shall comply with the applicable policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, *see* 42 USC 4321 note.

(b) Sexual Harassment – The Recipient will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Recipient’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Resources and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* A copy shall be provided to the RTA upon request.

(c) Illinois Human Rights Act - In the event of the Recipient’s non-compliance with the provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (the “IDHR”), the Recipient may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement the Recipient agrees as follows:

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

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

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

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

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

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

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

21.3 Disabilities.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all applicable federal and state requirements under the ADA and all applicable federal and state laws and regulations relating to procurement and access requirements in accommodating individuals with disabilities. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101, *et seq.*; 49 USC 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Architectural Barriers Act, as amended, 42 USC 4151, *et seq.*; including any amendments to the aforementioned Acts; and the following regulations and amendments thereto:

(a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance," 49 CFR 27; "Americans with Disabilities Act (ADA) Accessibility Guidelines/Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38;

(b) Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR 35; and “Nondiscrimination on the Basis of a Disability by Public Accommodations and in Commercial Facilities,” 28 CFR 36;

(c) Uniform Federal Accessibility Standards, Appendix A to 41 CFR 101-19.6 (Copies of the Uniform Federal Accessibility Standards are available from the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410, telephone (202) 708-1112;

(d) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR 1630;

(e) Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR 64, Subpart F;

(f) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR 609;

(g) U.S. ATBCB regulations “Electronic and Information Technology Accessibility Standards”, 36 CFR 1194; and

(h) Any implementing requirements FTA may issue.

21.4 Disadvantaged Business Enterprises.

The following provisions shall apply to all Recipients as well as any subrecipients or subgrantees at any and all tiers who receive the funds provided in this Agreement in order to implement the Project.

(a) In accordance with 49 CFR Part 26.13(a), as amended, the Recipient assures the RTA that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any subcontract hereunder. Furthermore, the Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the RTA deems appropriate.

(b) Any Recipient with an FTA approved DBE program shall include the funds provided in this Agreement when submitting DBE-related data in reports required by the FTA pursuant to its approved program. The RTA shall receive copies of all such reports and will not be responsible for providing DBE-related data to the FTA regarding the funds provided in this Agreement.

(c) Any Recipient without an FTA approved DBE program shall adopt and abide by the RTA’s DBE program, which is incorporated as though fully set forth herein. The Recipient must inform the RTA whether it intends to abide by its own, or the RTA’s DBE program.

(d) The Recipient shall agree to include the language set forth in this Disadvantaged Business Enterprise Assurance in each subcontract it executes.

ARTICLE XXII: ENVIRONMENTAL COMPLIANCE

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances imposing environmental, resource conservation, and energy requirements with respect to the Project. The Recipient expressly understands that the following items do not constitute the Recipient's entire obligation to meet federal requirements. The Recipient agrees to comply with the following requests:

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq.*

22.2 Clean Fuels – To the extent applicable the Recipient and its contractors and subcontractors shall comply with the requirements of “Clean Fuels Formula Grant Program”, 49 CFR 624 and any other applicable federal requirements, and 49 USC 5308.

ARTICLE XXIII: DRUG FREE WORKPLACE

23.1 The Recipient certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof. Further, the Recipient agrees to comply with the U.S. DOT Drug Free Workplace Act, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”, 49 CFR 32, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

23.2 If applicable, the Recipient also agrees to comply with all aspects of the anti-drug program outlined in the “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations” regulation, 49 CFR 655; “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 U.S.C. 5331 and 49 CFR 655, to do the same.

23.3 Confidentiality – Drugs or Alcohol Abuse. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1174 *et seq.* and the Public Health Service Act of 1912, 42 USC 290dd-2, including any amendments to the aforementioned Acts;

ARTICLE XXIV: RESTRICTIONS ON LOBBYING

24.1 (a) If this Agreement provides funding in whole or in part from federal funds for a Project(s), the Recipient agrees to comply with Section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, 31 USC 1352 relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. The Recipient shall certify its compliance with this Act as specifically described in subparagraphs (b) and (c) below by signing the attached Exhibit F, Certification Regarding Lobbying.

(b) The Recipient agrees 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, 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.

(c) The Recipient further agrees that 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 Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(d) The Recipient shall require that the language of this Article XXIV be included in the award documents for all third-party contracts and that all such contractors shall sign Exhibit F, Certification Regarding Lobbying and disclose accordingly.

ARTICLE XXV: PUBLIC RELATIONS

25.1 The Recipient agrees to notify the RTA of the following: (i) upon receipt of any media, press, or mass information distribution system inquiry regarding the Project(s); (ii) upon receipt of any request for documents pursuant to the Freedom of Information Act (FOIA) pertaining to the Project(s); (iii) prior to issuing any press release or other media statement regarding the Project(s). The Recipient acknowledges that the duty to notify the RTA extends through Project(s) completion, and potentially beyond the term of this Agreement.

ARTICLE XXVI: SEVERABILITY

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

ARTICLE XXVII: ASSIGNMENT AND AGREEMENT

27.1 This Agreement shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Recipient without the prior written consent of the RTA.

ARTICLE XXVIII: AMENDMENT

28.1 The Parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

ARTICLE XXIX: TITLES

29.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK

30.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether preliminary or final, as between the RTA and Recipient shall become and remain the property of the RTA. The RTA shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to Recipient. All documents, data, and records utilized in performing research shall be available for examination by the RTA upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of the RTA, be appropriately arranged, indexed, and delivered to the RTA by Recipient.

30.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify the RTA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, the RTA, IDOT, and FTA, with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

30.3 Rights in Data and Copyrights: The Recipient agrees as follows:

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

(b) The following provisions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of RTA, IDOT, or FTA, until such time as RTA, IDOT, or FTA, may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(2) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, RTA, IDOT and FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “federal and state government purposes:”

(i) Any subject data developed under a grant, cooperative agreement, subgrant, subagreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a third-party consultant purchases ownership with federal or state assistance.

(c) When the federal or state government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA and IDOT’s intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or IDOT determine otherwise, the recipient of IDOT or FTA assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in section 29.3 (b) above, IDOT or FTA may make available to any government grantee, third-party consultant, or third-party subconsultant, either the federal or state government’s license in the copyright to the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason

whatsoever, all data developed under that Project shall become subject data as defined in section 29.3 (a) above, and shall be delivered as RTA may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use, which costs are financed in whole or in part with IDOT or FTA assistance for transportation capital projects.

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless the RTA, the State of Illinois and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify the RTA, the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the RTA, the State of Illinois or FTA.

(e) Nothing contained in this section on rights in data shall imply a license to the RTA, IDOT or FTA under any patent to be construed as affecting the scope of any license or other right otherwise granted to the RTA, IDOT and FTA under any patent.

(f) The requirements of sub-sections (c), (d), and (e) of section 29.3 above, do not apply to material furnished to the Recipient by the RTA, IDOT and FTA and incorporated in the work carried out under this Agreement; provided that such incorporated material is identified by the Recipient at time of delivery of such work.

(g) The Recipient understands and agrees that data and information submitted to the RTA, IDOT or FTA may be required to be made available under the Freedom of Information Act or other state or federal statutes in accordance with 49 CFR 19.36, as revised.

ARTICLE XXXI: ETHICS

31.1 Bribery - Non-governmental Grantees and third-party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government. They also certify that they have not admitted guilt of such conduct which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Title III, Part E, Article 33 of the Illinois Criminal Code.

ARTICLE XXXII: PRIVACY

32.1 Should the Grantee, or any of its third-party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT

33.1 The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement. The Parties hereto further agree that this Agreement consists of this “Technical Services Agreement,” and:

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Federal Certifications and Assurances
- Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements
- Exhibit E, Program Management Plan (PMP)
- Exhibit F, Certification Regarding Lobbying

ARTICLE XXXIV: SPECIAL CONDITIONS

34.1 The Recipient shall submit quarterly progress reports in accordance with RTA’s schedule. The Recipient also agrees to submit invoices for reimbursement on a monthly basis. The Recipient also agrees to submit its single audit report and certification form to the RTA nine months after the end of the fiscal year, submit invoices for reimbursement on a monthly basis, and provide the RTA with notification of any staff changes as they occur.

ARTICLE XXXV: MISCELLANEOUS

35.1 Notices. All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:
175 West Jackson Boulevard
Suite 1550
Chicago, Illinois 60604
Attention: Sr. DED, Capital Programming and Planning

- (c) in the case of the Recipient:
Kane County Government
719 S. Batavia Ave, Bldg A
Geneva, Illinois 60134
Attention: Chief of Planning and Programming

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

35.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

35.3 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

35.4 Digital and Electronic Signatures. The parties hereby agree that this Agreement may be signed via electronic or digital signature. The parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as compliant with federal and state law and as secure electronic signatures pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 *et seq.*) or any successor law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

RECIPIENT: COUNTY OF KANE

By: _____
CORINNE PIEROG
COUNTY BOARD CHAIRMAN

Date: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____
LEANNE P. REDDEN
EXECUTIVE DIRECTOR

Date: _____

EXHIBIT A
SCOPE OF SERVICES
for
S5310-2021-11

Applicant: COUNTY OF KANE
RTA Project Number: 202101701
Project Name: FY2020-21 Section 5310 Mobility Management (Transfer Funds)

Project Description:

The mobility manager functions as the administrative director of the Ride in Kane program and develops policies and procedures for the effective administration of the program. The mobility manager is responsible for:

- Coordinating with the RTA, Pace, and associated vendors.
- Managing the program's budget in federal grants.
- Preparing, submitting, and managing grant proposals/reports that support agency goals and meet funder guidelines and criteria.
- Building partnership with Pace accounting team to process the federal invoice.
- Maintaining grant compliance and reporting, including outcomes measurement and grant budgets, requesting reimbursements and drawdowns as needed.
- Assisting potential and existing sponsors to determine their yearly budget commitments by estimating the number of rides, number of trips, and mileage and creating a budget using estimated costs provided.
- Expanding the Ride in Kane program and raise awareness through strategic and effective marketing.

This is not a Research & Development project.

EXHIBIT B
PROJECT BUDGET
for
S5310-2021-11

Applicant: COUNTY OF KANE

Total Project Budget: **\$85,276.00**

RTA Project Number/ Title:	202101701	FY20-21 Section 5310 Mobility Mgmt (Transfer Funds)		
	Project Budget	In-kind	Expected Project Funds	
			Cash	Share
RTA	\$85,276.00	\$0.00	\$0.00	.00%
Local	\$21,319.00	\$0.00	\$0.00	.00%
Other	0	\$0.00	\$0.00	0.00%
Indirect Cost Rate	0	\$0.00	\$0.00	0.00%
Total:	\$106,595.00	\$0.00	\$0.00	100.00%

EXHIBIT C

Certifications and Assurances

Fiscal Year 2024

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 Kane

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	_____ X _____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____ X _____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____ X _____
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	X	
13	State of Good Repair Grants		
14	Infrastructure Finance Programs		
15	Alcohol and Controlled Substances Testing	X	
16	Rail Safety Training and Oversight		
17	Demand Responsive Service	X	
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 Kane

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 _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): County of Kane

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

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

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA 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.

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.

EXHIBIT D

**INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY
WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200**

Project Name: RIK Mobility Management

Does this Project receive federal funds? Yes No

Amount of federal funds: \$85,276.00

Federal Project Number: IL-2022-025

CFDA Number*, Federal Agency, Program — 20.513

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, in accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, you are required to have a single audit performed if \$750,000 or more in federal awards from all sources including other agencies were expended in the fiscal year. To comply with this provision, the following must be submitted:

- The Grantee must submit to the RTA the attached Certification Form annually within one month of the close of the fiscal year.

- If applicable, a copy of the report of the single audit must be submitted no more than nine months after the end of the Grantee’s fiscal year.

If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor’s Report thereon.
3. Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor’s Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted to RTA, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

**CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200
AUDIT REQUIREMENTS CERTIFICATION FORM**

Grantee's Legal Name: County of Kane

Grantee's Address: _____

Grantee's Fiscal Year*: _____
(month) (day) (year) (month) (day) (year)

*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): Ride in Kane Mobility Management

Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.

I certify our agency did not expend \$750,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

Our agency will submit the audit no more than nine months after the end of the fiscal year.

Grantee's Signature: _____ Date: _____

Print Name and Title: _____

Phone: (____) _____ E-Mail: _____

Please return to: Regional Transportation Authority
Lalaine Alvarez, Director, Audit
alvarezl@rtachicago.org



Section 5310

Program Management Plan

March 2021

175 W. Jackson Blvd., Suite 1650
Chicago, IL 60604

(312) 913-3200
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INTRODUCTION

Overview of the Regional Transportation Authority

The Illinois State Legislature created the RTA in 1974 to provide public transportation in the six counties of Cook, DuPage, Kane, Lake, McHenry, and Will Counties. The RTA, governed by a 16-member Board, is responsible for fiscal planning and policy oversight of public transportation in the six county RTA region. The actual operation of transit services is the responsibility of the RTA's service boards: the Chicago Transit Authority (CTA), the Commuter Rail Division (Metra), and the Suburban Bus Division (Pace).

Overview of the Section 5310 Program

The Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) is a federal program administered by the Federal Transit Administration (FTA). The goal of the program is to improve mobility for seniors and individuals with disabilities throughout the country by removing barriers to transportation service and expanding transportation mobility options. The program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas—large urbanized, small urbanized, and rural.

The Governor of Illinois designated the RTA to receive and dispense FTA Section 5310 funds. The RTA as the designated recipient is responsible for overseeing and administering a portion of the Section 5310 program in Northeastern Illinois that includes the six-county RTA region, comprising Cook, DuPage, Kane, Lake, McHenry and Will counties, plus the urbanized portions of Kendall County, Sandwich Township (DeKalb County), Somonauk Township (DeKalb County), and Aux Sable Township (Grundey County). The Illinois Department of Transportation (IDOT) is co-designated recipient of Section 5310 funding, and administers the vehicle purchasing through its Combined Vehicle Purchase Program.

Overview of the Program Management Plan

This Program Management Plan (PMP) describes the Regional Transportation Authority's (RTA) policies and procedures for administering the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. The RTA developed the PMP in accordance with current Federal Transit Laws and regulations as well as Circular 9070.1G. The PMP facilitates RTA's management and administration of the Section 5310 program in accordance with federal requirements. It also serves as a Section 5310 program guide to the general public and prospective applicants and will assist the FTA in its oversight responsibilities by documenting RTA's procedures and policies for administering these programs. As the designated recipient, the RTA is required to have an approved PMP on file with the FTA Region V office and to update it regularly to incorporate any changes in program management or new requirements. The PMP will be incorporated by reference and made a part of every Technical Services Agreement (TSA) between the RTA and any subrecipient of Section 5310 funds.



The RTA continues to monitor the Job Access/Reverse Commute (JARC) program¹, an activity that will continue through close-out of the active grants and will continue to be administered as delineated in the RTA's JARC/NF Program Management Plan.

PROGRAM GOALS & OBJECTIVES

The following goals were developed in coordination with the Human Services Transportation Plan (HSTP) Project Advisory Committee, a group of regional stakeholders who serve as an advisory committee to the RTA:

- Improve mobility for seniors and individuals with disabilities throughout Northeastern Illinois by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, RTA will provide financial and technical assistance to prospective awardees and recipients of Section 5310 funding for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.
- Meet the federal requirements associated with receiving FTA funding Section 5310.
- Develop projects that encourage local coordination efforts.
- Facilitate the flow and appropriate level of Section 5310 program funding to the region by ensuring that the HSTP fully complies with the federal regulations and with the spirit and intent of the Section 5310 Program.
- Establish a framework by which proposed projects requesting Section 5310 program funding can be solicited and selected through a fair and equitable process.
- Ensure that all components of the Plan/Programs have benefited from a comprehensive public involvement effort that has effectively reached out to public, private, and non-profit transportation providers, human services providers and other stakeholders representing persons with disabilities, seniors, and the general public.
- Encourage not only coordination among services supported by the Section 5310 Program, but also coordination among the broad array of community transportation services in the seven-county region.

¹ The federally funded Job Access Reverse Commute (JARC) program provided operating and capital assistance for transportation services that met the needs of low-income individuals and of reverse commuters. The New Freedom program provided public transportation alternatives beyond those required by the Americans with Disabilities Act. The RTA administered these two programs until 2013, when the JARC program was ended and the New Freedom program was rolled into the Section 5310 program.

ROLES & RESPONSIBILITIES

Federal Transit Administration (FTA)

The FTA, through its Region V Office in Chicago, has federal oversight responsibilities over local public and specialized transportation assistance programs. Regional responsibilities include reviewing and approving grant applications, program management plans, and grant management activities.

HSTP Project Advisory Committee (PAC)

This committee of regional stakeholders helped update the Human Services Transportation Plan (HSTP). The members include representatives from the RTA Service Boards, IDOT, CMAP, the seven Northeastern Illinois counties, human services agencies that reflect populations of seniors, individuals with disabilities and low-income individuals and private non-profit and private for profit agencies. The HSTP PAC will continue to serve as an advisory body to the RTA, focusing on the ongoing implementation of the Section 5310 program.

Project Selection Team (PST)

The project selection team (PST) is made up of seven representatives: two representatives from the Illinois Department of Transportation (IDOT), two from the RTA and two from the Chicago Metropolitan Agency for Planning (CMAP) and one from Easterseals. The PST members review each of the applications and score based on the criteria (identified later in this document) and recommend a Program of Projects that is released for public comment.

Regional Transportation Authority (RTA)

The RTA as a designated recipient is responsible for overseeing and administering the Section 5310 Programs in Northeastern Illinois including the development a biennial Program of Projects (POP)². In this capacity, the RTA also solicits applications, reviews and selects applications for funding, approves the POP, and submits the POP with the award applications to FTA. In addition, the RTA distributes award funds, conducts program planning, certifies the eligibility of applicants and project activities, monitors project activity for compliance with federal requirements, monitors usage of program assets by awardee, and oversees project

² The Program of Projects (POP) consists of projects (and the associated budgets) selected by the project selection team from the pool of applications submitted during the call for projects.

audit and close-out. The RTA also provides ongoing technical assistance to subrecipients and prospective subrecipients.

RTA was responsible for leading the development of the HSTP and will be responsible for certifying that projects receiving Section 5310 funding were included in the HSTP. The RTA also staffs the HSTP Project Advisory Committee (PAC) and the Project Selection Team. The Project Selection Team is responsible for conducting the technical evaluation of project submittals in accordance with the HSTP.

Illinois Department of Transportation (IDOT)

IDOT is a co-designated recipient of Section 5310 funds. The co-designation status was approved by the Chicago Metropolitan Agency for Planning (CMAP), the Metropolitan Planning Organization (MPO) for Northeastern Illinois. Under this arrangement, IDOT will be responsible for project selection and the award of Section 5310 funded paratransit vehicles and RTA will be responsible for all other Section 5310 projects.

IDOT will solicit applications for the Combined Vehicle Program (CVP), review the applications and select awardees. This funding will be for the purchase of lift and ramp-equipped paratransit vehicles for eligible program recipients. IDOT also remains the agency responsible for the management of that program. IDOT is a member of the HSTP PAC and a member of the Project Selection Team.

Chicago Metropolitan Agency for Planning (CMAP)

The Chicago Metropolitan Agency for Planning (CMAP) is the regional planning agency for northeastern Illinois and staffs the MPO Policy Committee, which is designated as the region's Metropolitan Planning Organization (MPO). CMAP has an established committee structure to help carry out the functions of the agency. Two of these committees, Human and Community Development and Transportation, also have specific roles with regard to the 5310 Program within the framework of their respective missions. The Human and Community Development Committee is made up of human service providers and advocates for older adults, persons with disabilities, and individuals with lower incomes. The committee is charged with providing advisory input to the CMAP board on proposed regional plans, projects, and policies from a human services based perspective. The RTA consults with this committee on the 5310 Program. The Human and Community Development Committee provided feedback on the updated HSTP. The CMAP Transportation Committee is charged with promoting a regional transportation system that is safe, efficient, and accessible while sustaining the region's vision related to the natural environment, economic and community development, social equity, and public health. The Transportation Committee includes public and private transportation providers, IDOT, representatives of municipalities and the counties of Northeastern Illinois. The Transportation Committee is also responsible for recommending projects for inclusion in the region's long-



range plan and the region’s Transportation Improvement Program. The updated HSTP was presented to the CMAP Transportation Committee as well as the CMAP MPO Policy Committee for endorsement.

Once a recommended POP is developed, it is submitted to the CMAP Human and Community Development Committee and CMAP Transportation Committee during the public comment period for information purposes. Two CMAP staff members also serve on the Project Selection Team. In addition, RTA has adopted the public participation requirements of the MPO in accordance with the FTA C 9030.1E Chapter V, Section 6d.

COORDINATION

The Coordinated Public Transit – Human Services Transportation Plan

The Coordinated Public Transit-Human Service Transportation Plan (HSTP) was first developed in 2007 and updated in 2013 to reflect the creation of the Section 5310 program as part of new transportation legislation at the time, Moving Ahead for Progress in the 21st Century (MAP-21) and most recently updated in 2021. The updated HSTP is included in this document as Exhibit A.

The creation of the HSTP and subsequent updates to the document was a collaborative planning effort led by the RTA to identify and recommend regional and local strategies that encourage the most effective use of available community transportation services to enhance mobility for the region’s older adults, persons with disabilities and persons with low incomes. The scope of the project covered the seven counties of Cook, DuPage, Lake, Kane, McHenry, and Will, as well as urbanized portions of Kendall County, Aux Sable Township in Grundy County and Sandwich and Somonauk Townships in DeKalb County. Recommendations were derived from extensive outreach to stakeholders, riders and rider representatives.

Any projects to be funded with Section 5310 funding must be derived or included in a locally developed human services coordinated plan, such as the HSTP.

ELIGIBLE SUBRECIPIENTS

Entities considered eligible under federal guidelines for the Section 5310 Programs are eligible for funding in Northeastern Illinois. Generally, private non-profit organizations, or state or local government authorities that: (1) is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no non-profit organizations readily available in the area to provide the service. Governmental authorities eligible to apply for Section 5310 funds as “coordinators of services for seniors and individuals with disabilities” are those designated by the state to coordinate human service activities in a particular area. Examples of



such eligible governmental authorities are a county agency on aging or a public transit provider which the state has identified as the lead agency to coordinate transportation services funded by multiple federal or state human service programs.

Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation, and therefore eligible subrecipients. “Shared-ride” means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride in order for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides.

The RTA encourages prospective applicants, which may not have the resources to assume the responsibilities of a subrecipient, to consider partnering with an RTA Service Board when the proposed project is within the RTA six-county area. A successful partnering approach eases the administrative burden on the smaller or inexperienced agency, while allowing the public transit operator and partnering agency to pool their expertise to develop a successful project.

The RTA is also responsible for entering into supplemental agreements, as necessary, with the RTA Service Boards: Chicago Transit Authority, Metra, and Pace, which, as Section 5307 direct recipients are eligible to be direct recipients for Section 5310 projects.

LOCAL SHARE & LOCAL FUNDING REQUIREMENTS

The use of non-cash or soft match for Section 5310 projects is more restrictive than federal guidelines. RTA is allowing non-cash or soft match only for volunteer transportation program activities, physical improvements, computer hardware, and computer software.

Restricting the use of non-cash match to certain activities is designed to be consistent with and supportive of developing sustainable projects, a policy that has been strongly supported by the PAC. Obtaining the local cash match for a project in its initial stages, combined with other forms of local support, is a strong indicator of the potential sustainability of the project and thereby is encouraged by this policy.

Federal guidelines allow for non-cash match provided either through donations, volunteer services and in-kind contributions or through the use of transportation development credits³. The RTA has elected to permit only the use of cash match.

³ Under this provision, a state is permitted to use certain toll revenue capital expenditures as a credit toward the non-federal matching share of eligible Transit projects.

If a project is providing service through a contract operator and the project meets the definition of a “traditional” capital project⁴, that awardee will still provide the equivalent of a 50% match for the contracted operations. The RTA retains discretion to allow for a 20% match (where allowable) in instances of financial need or hardship. This decision was reached to maintain equity among projects that are providing operations and to discourage additional reliance on federal assistance. One issue that was cited in the HSTP is the difficulty of achieving financial sustainability for these services. It was felt that increasing the federal share for projects is counterproductive to developing sustainable projects.

Local match funding must be drawn down at the same rate as awarded Section 5310 funds. This is to prevent delayed FTA drawdowns and potential loss of FTA funding due to inactivity. IDOT will be responsible for the awarding and purchase of Section 5310 vehicles, as noted previously. RTA will not be accepting applications for vehicles.

PROJECT SELECTION CRITERIA & METHOD OF DISTRIBUTING FUNDS

Overview of Project Selection and Funding Allocation Process

In determining a fair and equitable process for project selection, the PAC took into consideration the needs of projects that are still in operation and the need to allow for the implementation of new projects.

The following describes the process for funding allocation in the region:

- Funds will be allocated to IDOT, the designated recipient that will be responsible for selecting and awarding paratransit vehicle grants, based on the recent annual average of Section 5310 paratransit vehicle awards to Northeastern Illinois recipients.
- The balance of the estimated apportionments each year will be available to RTA. RTA will use this amount to defray RTA administration costs (if needed) and award eligible Section 5310 projects to Northeastern Illinois recipients.

⁴ Section 5310(b) provides that of the amounts apportioned to states and designated recipients, not less than 55 percent shall be available for traditional Section 5310 projects—those public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Further, the law provides that a recipient may allocate the funds apportioned to it to: a. A private nonprofit organization; or b. A state or local governmental authority that: is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no nonprofit organizations readily available in the area to provide the service.

- A competitive call for projects is released on a biennial basis, which allows for awarding two years of funding to potential operating projects. Applications received will be screened for eligibility by RTA staff and the Project Selection Team
- The Project Selection Team utilizes criteria approved by the PAC. In the event RTA submits an application, the RTA will recuse itself from scoring its own application(s) to ensure a fair and transparent project selection process.
- Separately, IDOT will solicit and evaluate paratransit vehicle grant applications in fulfillment of their role as designated recipient for that portion of the program.
- The Project Selection Team may recommend project approval at an amount and scope less than originally requested for any Section 5310 project submitted for consideration. In that instance, consultation will take place with the project applicant. The Selection criteria is summarized in the next section; detailed application and selection criteria are included in Exhibit B.

CRRSAA Apportionment Allocation

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) was signed into law. CRRSAA included supplemental appropriations for COVID-19 relief for the transit industry, specifically including Section 5310. The RTA will award the full Section 5310 appropriation to Pace Suburban Bus to support their ongoing Regional Call Center operations, which support many ongoing Section 5310 operating projects. Any additional recovery funds appropriated in 2021 will be included in the RTA’s biennial Call for Projects.

Project Selection Criteria

Projects are first screened to determine whether they meet the following eligibility criteria:

- The proposed project addresses eligibility criteria laid out in the Section 5310 circular (FTA C 9070.1G, page III-9)
- The proposed project application identifies and addresses an unmet need identified in the HSTP
- A local match will be supplied

Eligible projects are then awarded points based on the following categories:

- Consistency with and support for the HSTP, *Invest in Transit: The 2018-2023 Regional Transit Strategic Plan for Chicago and Northeastern Illinois* and CMAP’s *ON TO 2050* plan.
- Project utilizes or coordinates with existing public transportation providers and private human service agencies



- Project demonstrates coordination between one or more partnering agency and improves access for target population
- Project provides for a mobility management function
- Project markets to the target population and promotes public awareness
- Project coordinates with existing public transportation providers and private human service agencies
- Applicant demonstrates ability to implement proposed project and manage federally-funded grants
- Applicant provides plan for assessing the proposed project’s performance through the course of the project, including tracking yearly data

Prospective Applicant Outreach Process

Consistent with establishing and maintaining an open and transparent process, the RTA’s policy is to disseminate information and provide technical assistance to the maximum extent possible. Prospective applicants and the public are provided information on goals, eligible projects and activities, eligible applicants, selection criteria, description of the project selection process and Project Selection Team, available funding, local match guidelines, and the performance-monitoring program. This information is made available and disseminated through a variety of means:

- The RTA releases notice of the Call for Projects through various databases maintained by the RTA and CMAP, notifying over 3,000 individuals and organizations
- The Call for Projects timeline and all application materials are available on the RTA Website
- Program staff will meet with prospective applicants and interested parties in advance of or during the call for projects to answer questions prospective applicants may have
- The selection process utilizes evaluation criteria developed in consultation with the PAC.
- All applications received and the final approved POP are published on the program website rtachicago.com/section5310.
- The RTA will invite each unsuccessful applicant to a separate debriefing session designed to assist the applicant in understanding why a particular project was not chosen and to help RTA gain insights on how the process may be improved for future calls for projects

- Applicants are provided with RTA staff contact information so they may receive technical assistance with the application or to obtain information on the program.
- Application materials include program information, funding availability and the criteria for screening and/or evaluation of the applications.

ANNUAL PROGRAM OF PROJECTS DEVELOPMENT & APPROVAL PROCESS

Program of Projects Development

A competitive call for projects is held biennially (every other year) to solicit new capital and operating projects and continuation projects. Upon the initiation of a call for projects all pertinent materials regarding the selection of projects will be published on the rtachicago.com/Section5310 web site. The call is typically released in the spring with the program of projects selected by the Project Selection Committee (PSC) based on the published eligibility and selection criteria. The recommended program of projects is then presented to the RTA Board for approval in the fall, following a public comment period.

Approval Process Overview

Once the recommended POP is developed by the Project Selection Team, it is released for a public comment period. During this public comment period, the recommended POP is presented to CMAP's Transportation Committee and the HSTP PAC for comment. Upon the conclusion of the public comment period, the RTA Board considers approval of the recommended POP. Once approved by the RTA Board, the projects will be submitted to the Transportation Improvement Program (TIP)⁵ and the application will be submitted to FTA for approval.

ADMINISTRATION, PLANNING & TECHNICAL ASSISTANCE

Based upon federal transportation legislation and FTA guidelines, designated recipients of Section 5310 funding may utilize up to 10% of each annual apportionment to support program

⁵ The Transportation Improvement Program (TIP) is metropolitan Chicago's agenda of surface transportation projects. The TIP lists all federally funded projects and regionally significant, non-federally funded projects programmed for implementation in the next five years.

administrative costs including administration, planning, and technical assistance (these funds are referred to as “program administration funds”). This activity may be funded entirely by federal funds and does not require local match. In accordance with these guidelines, the RTA will allow up to 10% of the total fiscal year apportionment allocated to RTA to defray administration, planning and technical assistance expenses. RTA will primarily use these funds for the administration of the Section 5310 program and to provide technical assistance to current and prospective recipients. Subrecipients will also be allowed to have up to 10% of the federal portion of their budget assigned to defraying Section 5310 project administrative expenses.

TRANSFER OF FUNDS

Pursuant to C9070.1G, Chapter III, Section 5310 Funds cannot be transferred to other programs. Additionally, funds apportioned for large UZAs cannot be transferred to other areas.

PRIVATE SECTOR PARTICIPATION

Federal law requires the public to be involved in the transportation planning process, and specifically requires that private providers be provided an opportunity to be consulted in developing transportation plans and programs in both urbanized and rural areas. Public involvement processes must be proactive and provide complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement throughout the transportation planning and programming process. To this end, the HSTP PAC includes private for profit and non-profit representation. As noted previously, the CMAP Human and Community Development and Transportation Committees also have representatives of both private for profit and private non-profit sector represented, providing these agencies an opportunity to participate in the development of the HSTP and the Section 5310 POP.

CIVIL RIGHTS

The RTA agrees to comply with all applicable civil rights statutes and implementing regulations notated in the Section 5310 Circular (9070.1G). The RTA filed its most recent Title VI Program with the FTA on October 27, 2017. The program is currently under review by the FTA. In addition, the RTA specifically requires in all third party contracts and grant agreements that the contractor/recipient comply with all requirements of Title VI. Subrecipients are required to maintain and submit to the RTA a Title VI plan that complies with federal requirements.



The RTA last submitted an update to its DBE program to the FTA in July 2014, and submitted its DBE Triennial goal in August 2017. The RTA will submit an updated Triennial goal in 2019. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the RTA's DBE Program is incorporated into and made part of its third party contracts and agreements. The RTA specifically states in its third party contracts/grant agreements that breach of the RTA DBE Program and/or failure by the contractor/recipient to honor all commitments made to DBEs at the time of award will be considered a breach of contract. In addition, the RTA monitors invoices received to ascertain, among other things, that the contractor/recipient is providing the agreed upon work to any DBE subcontractors/subrecipients and that such DBE companies are being paid in a timely fashion.

Any awardee under FTA programs is required to comply with all applicable Federal civil rights statutes and with the implementing regulations for the statutes. FTA implements the Civil Rights Act of 1964 by prohibiting discrimination under projects, programs or activities receiving financial assistance because of race, color, creed, national origin, sex or age. The laws include: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Disadvantaged Business Enterprise and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

The requirements for Civil Rights compliance are extended to subrecipients. Subrecipient assurances under Title VI and the other civil rights requirements are included in the application for assistance, in the required Annual Certifications and Assurances and in the contract with RTA. Subrecipient awardees are also required to identify any lawsuits or complaints alleging discrimination in service filed with the awardee. Civil rights monitoring will concentrate on how the awardee is providing service. Title VI also assures that funds are passed through to subrecipients and their project without regard to race, color, or national origin.

Subrecipient awardees requesting or receiving capital or operating assistance in excess of \$1 million in Federal funds in the previous Federal fiscal year or requests or received planning assistance in excess of \$250,000 in the previous Federal fiscal year or employing 100 or more transit-related employees are required to develop and submit an EEO program to the RTA. If the subrecipient meets the foregoing criteria and is also a direct recipient of FTA funds, the subrecipient should continue to submit its EEO program to the FTA. Subrecipients that meet the same monetary threshold but employ 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. EEO programs are developed to ensure that FTA applicants, recipients, subrecipients, contactors, and/or subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. Actions covered include but are not limited to hiring, promotion or upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. EEO signs need to be posted in conspicuous places, such as an employee break room, and made available to employees and applicants. Subrecipient awardees



receiving less than the above amount and employing fewer people need only to post information in their offices.

Awardees receiving more than \$250,000 in Federal funds, exclusive of rolling stock, must have DBE plans on file with the RTA. Periodic reports on plan compliance are required. Awardees receiving less than the threshold level must still make good faith efforts to utilize DBE's and must submit periodic reports on these efforts. Subrecipients with an FTA approved DBE program shall be responsible for including all data relative to expenditures of FTA funds, no matter the intermediate source, in required DBE-related FTA submissions, including those funds utilized as a sub-recipient of an FTA grant to the RTA. This provision applies to subawardees at any tier. The RTA shall receive copies of all such reports.

SECTION 504 & ADA REPORTING

The RTA agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which state the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts will be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The RTA also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794 which prohibits discrimination on the basis of disability and 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 individuals with disabilities, and any subsequent amendments to these laws. Finally, the RTA agrees to comply with applicable laws in implementing federal regulations and directives and any subsequent amendments thereto.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap by recipients of Federal financial assistance. Recipients of FTA funds are required to make special efforts to provide transportation that is accessible to individuals with disabilities. The RTA will monitor its sub-recipients' compliance with Section 504 and ADA reporting requirements using the same procedure utilized for Civil Rights compliance, as detailed in the previous section.

PROGRAM PERFORMANCE MEASURES

FTA has established performance measures for Section 5310. Designated recipients are responsible for collecting the information from the subrecipients and reporting data to FTA regarding these performance measures. The reporting and data collection measures for the



Section 5310 Program will be prescribed in the grant agreements with subrecipients. Further, Subrecipients are also required to provide a plan for assessing the project's success through defined measures as part of their program application. The Circular 9070.1G presents the program measures in Chapter II, at page II-2 and in Chapter VI, at page VI-17.

Designated Recipients and States will submit both quantitative and qualitative information available on each of the following measures, as applicable to each subrecipient:

(1) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measures in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support.

(2) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services.

(3) Physical Improvements: Additions or changes to environmental infrastructure (e.g. transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services as a result of project implemented in the current reporting year. The RTA includes additional performance measures above and beyond those required by the FTA and unique to each recommendation from the HSTP. Details can be found in the project application, which is an exhibit to the HSTP.

PROGRAM MANAGEMENT

Subrecipient Awardee Requirements

This section applies to all RTA subrecipient awardees that contract with outside sources under the 5310 Program. If a subrecipient awardee accepts operating assistance, these requirements apply to all third party purchase orders and contracts, including contracts for operations. The subrecipient awardee is the entire legal entity even if only a particular component of the entity is designated in the grant agreement and other documents. For the purposes of this Third Party Contracting guidance, "awardee" also includes any subcontractor of the awardee. Furthermore, the subrecipient awardee is responsible for assuring that its subcontractors comply with the requirements and standards of this manual, and that subcontractors are aware of requirements imposed upon them.

When procuring property and services a subrecipient awardee will follow the same procurement policies and procedures that it uses for procurements using non-RTA awarded funds providing those procedures do not contradict or lower the minimum contracting

requirements of this section. Subrecipient awardees must, as a minimum, comply with the requirements of this section and ensure that every purchase order and contract executed by it or a subcontractor using RTA provided funds includes all clauses required by federal statutes and executive orders and their implementing regulations.

Operators and Providers as Subcontractors

Subcontractors of awardees acting as either an operator or provider, which are institutions, hospitals or other nonprofit organizations, will administer contracts in accordance with these Third Party Contracting guidelines.

Procurement

To ensure compliance with federal procurement requirements, RTA makes guidance and technical assistance accessible to its awardees consistent with oversight responsibilities delegated to RTA by agreements with FTA. Each recipient, including subrecipients, of FTA seeking Federal assistance to acquire property or services in support of its proposed project is requested to certify to FTA, in accordance with FTA Circular 4220.1 and 2 CFR 200, that its procurements and procurement system will comply with all applicable third-party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Certification of compliance will be made a part of each subrecipient's application and contract with RTA.

The RTA is required to perform reviews of subrecipients in carrying out grant programs with specific reference to their compliance with statutory and administrative requirements. Accordingly, RTA will review subrecipient procurement policies when a subrecipient plans to pursue a procurement subject to its grant agreement with the RTA. This review will only take place at this time. The review shall establish whether the subrecipient's procurement procedures conform to federal regulations, if not, RTA will require the subrecipient to follow procedures as approved by RTA in accordance with federal regulations.

The RTA's Technical Services Agreement, or "grant agreement," lists all RTA and other state and federal requirements applicable to RTA's awardees. The grant agreement will incorporate this document by reference. Many of these requirements are related to awardee procurements. Awardees are advised to consult the grant agreement for additional guidance and requirements.

Liquidated Damages Provisions

An awardee may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project) from late completion and the extent or amount of such damages can be reasonably determined. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third party

contract. Any liquidated damages recovered shall be credited to the project account involved unless RTA permits otherwise.

Contract Award Announcement

If an awardee announces contract awards with respect to any procurement for goods and services (including construction services) having an aggregate value of \$3,000 or more, the awardee shall:

- Specify the amount of RTA provided funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- Express the said amount as a percentage of the total costs of the planned acquisition.

Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the awardee or subcontractor including the manner by which it will be effected and the basis for settlement.

Cost Principles and Cost Allocation

This section provides principles for determining costs applicable to service provision performed by operators or providers under third party contracts with an RTA funded awardee; and where applicable, under such grants when the awardee is a multi-purpose organization which provides funded transportation services directly.

These principles make no attempt to identify the circumstances or dictate the extent of agency and subcontractor participation in the financing of a particular project. The principles are designed to provide recognition of the full allocated costs of such an operating assistance project work under generally accepted accounting principles.

No provision for profit or other increment above cost is intended for government and non-profit subrecipients. In addition, wherever the term subcontractor is used in this section, it shall have the same meaning as provider, operator, and third party contractor.

Policy

The successful application of these principles requires development of mutual understanding between RTA, awardees and their third party contractors as to their scope, implementation, and interpretation. It is recognized that:

- The arrangements for participation in the financing of an operating assistance project are properly subject to negotiation between the subcontractor and the awardee in accordance with whichever state, federal, and local laws and regulations as may be applicable.
- Each awardee, possessing its own unique combination of staff, facilities, and experience, should be encouraged to provide services in a manner consistent with its approved service plan and objectives.
- Each awardee, in the fulfillment of its obligations, should employ sound management practices.
- The application of the principles established herein should require no significant changes in the generally accepted accounting practices of awardees. Where wide variations exist in the treatment of a given cost item, the reasonableness of such treatments will be fully considered during the rate negotiations and audit.

Application of Cost Principles in Grants Management

RTA will apply these principles and related policy guides in determining the costs incurred for such work under operating assistance projects funded in any part under an RTA grant agreement. These principles should also be used as a guide in the pricing of fixed-price contracts or lump sum agreements with subcontractors.

Allowability of Costs

These are the tests of allowability of costs under these principles:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- Be allocable to Federal awards under the provisions of this Circular.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

Direct Costs

Direct costs are those costs which can be identified specifically with a particular project objective or activity which can be directly assigned to the project, relatively easily and with a high degree of accuracy.

Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and therefore cannot be identified specifically (in whole or in part) with a particular program. Such costs are normally classified under the following functional categories:

- General administration and general expenses;
- Operating assistance and project administration expenses;
- Fixed facility operation and maintenance expenses; and
- Departmental administration expenses.

Awards under the program awarded prior to December 26, 2014, are subject to administrative requirements and cost principles found in 2 CFR Part 225. Awards made on or after December 26, 2014 shall follow guidance in 2 CFR Part 200 which supersedes and streamlines the former OMB Circulars on Uniform Administrative Guidance, A-87.

For additional details regarding cost allocation principles, awardees should refer to either Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (formerly OMB Circular A-87), as amended or 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Nonprofit Organizations," as amended.

Designated Recipient Program Management

The RTA developed a monitoring program and compliance review process to assure compliance with Federal and state requirements and to assist subrecipients with their efforts to improve project management and administration.



In general, receipt of any Federal award carries with it contractual requirements for reporting on the project's progress and for monitoring the use of award monies. Awards made by the Federal Transit Administration (FTA) are additionally monitored through performance reviews, either yearly or triennially, program management plan oversight, and site visits. In many instances, under the 5310 Program, the RTA is directly responsible for monitoring a sub-recipient/awardee's ability to manage, control, and administer Federal funds.

The Review Process for Subrecipients

Prior to the initiation of a grant agreement with a new subrecipient, an orientation meeting is held to review all federal program requirements so that the subrecipient has a clear expectation of what it must do to maintain compliance with federal requirements. Once a subrecipient has an executed grant agreement with the RTA, periodic reviews are undertaken. A full review is required every three years. Its major components are a desk review of files stored at the RTA's office and an onsite visit of the awardee's offices and operating facilities. The reviews are customized in accordance with the subrecipient's project activities. For instance, a procurement review will only be undertaken if the subrecipient has a procurement activity or is expected to have a procurement project activity.

The overall compliance review consists of meetings and physically reviewing files, notices, facilities and equipment. The review splits some of the areas for compliance review between the desk review and the site visit depending upon where documentation is maintained or stored and if it is necessary to retain an item at a specific site or that it be posted at a site.

The need for site visits at other times also varies with the type of project involved. While they may coincide with a triennial review, these visits differ from those required every three years. They are generally made to review that the Federal and RTA interest is being maintained and in transit usage. For operating projects, the site visit might be conducted once over the term of the specific Federal grant or the subrecipient agreement. For capital projects, the site would be visited once every two years for the entire term that RTA maintains an interest in the project.

Some compliance items are combined for review because of the interrelated nature of the source documents for an item or their location. A good example of this would be the on-site review of vehicle and equipment maintenance with ADA compliance and continuing control of grant funded property.

Steps in the Review Process:

- Contact with awardee by email or letter to schedule the review
- Desk Review
- Site Visit
- Compliance Report



For general site visits, the RTA has determined that the frequency will vary depending on the type of project involved. Every awardee will be visited before their project is initially implemented. For operating projects, the site will be visited one or more additional times during the term of the grant. For capital projects, the site will be visited once every two years for the entire term that RTA maintains an interest in the project. At final grant close-out RTA staff will visit the project site.

Desk Review

The desk review is performed in the RTA offices and reviews information required to be in the final grant application and ongoing reporting requirements, such as quarterly progress reports, yearly reports or requisitions.

Site Visit

RTA staff will visit all Section 5310 subrecipients. The administrative purpose of the actual site visit is to:

- Conduct a face to face review meeting with the awardee
- Review the compliance areas that pertain to a specific awardee
- Verify compliance with the regulations associated with the receipt of Federal funds
- Review financial records
- Review project records
- Review written policies
- Review preventative maintenance records and inspect vehicles, equipment and facilities

It also gives RTA and awardee staff members the opportunity to discuss technical issues.

The general structure for the on-site review day includes:

- Entrance conference
- Visit facilities
- Inspect vehicles
- On-site records review
- Exit interview and meeting.

Visiting the facility allows the reviewer to verify that the facility or the part of the facility supporting transit service is in transit usage. Additionally, it allows a general observation on the facility's condition and whether required signs are properly posted. At some awardee properties it will be necessary to ride a route to review the service and ADA compliance. In the event that an on-site review is not possible, the subrecipient may arrange to review these items virtually via video webinar. A "ride behind" can replace a "ride along" on one of the vehicles to review the vehicle service and ADA compliance. This allows the reviewer to visually inspect without boarding the vehicle.

The awardee can prepare for the on-site review by reviewing a check list that RTA will provide citing the areas being reviewed and the documents that will need to be made available. A finding of non-compliance in an area means that the awardee will need to focus on accumulating or preparing information to reach compliance. RTA staff will be available to provide assistance with reaching compliance. It is very important that appropriate staff members be available for the entire site visit. Appropriate staff members would include the general manager or executive director, the finance manager and the maintenance manager.

Compliance Review Report

Upon the conclusion of the review process a final report will be produced that includes a summary of findings, if any, and their disposition. The report will be based on the results of the on-site review(s) as included in the Compliance Review Report. The Compliance Review Report includes an itemized list of each subject area that may be reviewed as applicable (Exhibit C).

Once a subrecipient is notified of a deficiency, the subrecipient will be requested to respond with a plan to take the corrective action. In an instance where the compliance issue is not resolved to the satisfaction of the RTA, the RTA may:

- Suspend grant fund payments.
- Deem a subrecipient ineligible to receive additional grant funds either within the current program or future programs.
- Audit the subrecipient to determine compliance with contractual obligations.
- Terminate the grant contract(s).

Accounting Systems and Audit

Awardees, operators, and third party contractors are responsible for establishing and maintaining adequate internal controls over all the functions which relate to project administration and implementation. The control systems must comply with the applicable Federal, FTA Grant Management, Circular 5010.1E, as revised) and all State of Illinois requirements.

For grants funding services it is important that the service be marketed to the target populations for the program. The awardee should be able to demonstrate that such a program is in place and in use.

The local share for grants must be from non-FTA sources and may include state funds as well as unrestricted Federal funds. Subrecipients are required to have an independent audit for operating grants. This must be prepared by an independent CPA and it must include a schedule of costs, revenues, and expenditures in comparison with the Approved Project Budget. All audits

performed must meet the requirements of 2 CFR Part 200 Subpart F (formerly OMB Circular A-133), Audits of States, Local Governments, and Non-Profit Organizations.

The scope of the audit must include an examination of the awardee and/or contractor records and test of transactions sufficient to enable the audit firm to express an opinion on the following items. That the records of receipts, disbursements, assets and liabilities and the presentation of those records in the financial statements of the awardee and/or contractor are in accordance with generally accepted accounting principles. The principles are consistently applied and present fairly the financial positions of the awardee and/or contractor and the results of its operations for the period covered by the audit. That the costs incurred are eligible under the contract. Finally, the audit must review the degree of compliance with the terms and conditions of the contract, the approved program and with RTA guidance.

Closeout Procedures

RTA will use a two-step process to a move a Federal grant to closeout:

Subrecipient Closeout

Subrecipients are responsible for writing “Final Invoice” on the last invoice the subrecipient submits. This process begins when all activities in the Technical Services Agreement (TSA) are completed or all funds in in the agreement are fully expended. A final status report should accompany the final invoice. The final status report should state whether all project goals have been accomplished.

FTA Closeout

The RTA is responsible for administering the Federal grant closeout through the FTA’s TrAMS system. The RTA will make any necessary adjustments to the project budget and conduct a final grant project audit as required by Title 2 – Part 200. Grant closeout procedures are outlined in the following FTA Circulars: Section 5310, 9070.1G, page VI-15 and Grant Management Requirements, C. 5010.1E, as revised, page III-14.

“The awardee must initiate close-out of a grant when all approved activities are completed and/or applicable Federal funds expended. All close-out documentation must be submitted within 90 days of the completion of all activities in the grant. This requires notifying FTA by letter or e-mail that the grant is ready for close-out. The awardee should electronically submit the following in TRAMS as part of the grant close-out process: 1) a final budget reflecting actual project costs by scope and activity; 2) a final Federal Financial Report; 3) a final narrative MPR indicating the actual completion date of each ALI; a discussion of each ALI contained in the final budget and list of project property purchased under the grant; 4) a request to deobligate any unexpended balance of Federal funds; and 5) any other reports required as part of the terms and conditions of the grant.”



The Milestone Report will include information on the completion of the individual projects as well as the total project. All project records will be maintained by the RTA for three years.

OTHER PROVISIONS

Prospective applicants are advised to carefully review the requirements of participating in RTA funded programs. In addition to state and local contractual provisions, subrecipient awardees must comply with the various federal requirements governing federal financial assistance programs. Accordingly, prospective applicants and awardees are advised to review the required federal provisions (and source documents) detailed in this section.

Title VI Nondiscrimination

Requires that no person because of race, color, national origin, be excluded from participation in, or denied the benefits of any project funded in whole or in part with federal funds.

Equal Employment Opportunity (EEO)

Requires that any recipient of FTA funds shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, or national origin.

Section 504 of the Federal Transit Act

Prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

Americans with Disabilities Act

Prohibits discrimination against qualified individuals in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.

Bus Testing Regulations

Requires awardees to certify compliance with the federal bus testing requirements before accepting any new bus model.



Restrictions on Lobbying

Requires that no federal funds are used for lobbying and if other funds are used that specific reporting requirements are met.

Purchasing, including Buy America

- The “Common Rule “, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18. and “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations,” 49 CFR part 19, permits states to follow the same policies and procedures which they use for procurements funded with non-federal funds, to the extent permitted by Federal statutes and regulations.
- The purchasing area includes all third party purchases and contracts entered into by the awardee with Federal funds. Awardees at a minimum must have established internal procurement procedures. Awardees must insure that every purchase order and contract issued by the awardee or a subcontractor using Federal funds includes all clauses required by Federal, state, RTA and local statutes, executive orders and implementing regulations.

The RTA permits awardees to follow their own procurement policies provided that the basic Federal Third Party Contracting Guidelines standards are included in the procurement action. Those standards are detailed in FTA Circular 4220.1F, as revised.

If a awardee enters into agreement to operate service with a third party contractor the contractor is obligated to follow FTA procurement guidelines, regardless of the organizational status of the contractor, private for-profit or private non-profit.

Maintenance, Satisfactory Continuing Control, Section 504 and ADA

Section 504 of the Rehabilitation Act, which preceded the Americans with Disabilities Act (ADA), prohibits discrimination of individuals on the basis of handicap by recipients of Federal financial assistance. The ADA, in addition to requiring the provision for complementary paratransit service, requires that vehicles and facilities be accessible. ADA regulations require that public and private entities providing transportation services maintain in operative condition all accessibility features such as lifts, elevators, ramps, securement devices, signage and communication equipment. Review of the awardee’s facilities, maintenance procedures and vehicles will include a review of facility accessibility and vehicle accessibility including lifts and other accessibility features. Training materials for operators will be reviewed. A bus route may be ridden to watch the system in operation.

Under State of Illinois guidelines all equipment must be utilized 100% for transit purposes. This is consistent with FTA circulars and their requirements for continuing control of project property (C5010.1E, as revised, Chapter IV – Project Management at Section 3 e (1)) FTA C. 9070.G, at page VI-3, does encourage maximum use of vehicles funded under the program. In all instances the vehicles must be used first for program related needs. Federal policy does allow some incidental use if the other program or project uses are currently or were previously supported with Federal funds. This is considered incidental as long as it does not interfere with the program use outlined in the application.

Safety and Security

The development of formal safety and security plans is mandated for all programs. RTA will provide assistance and direction to subrecipients with the intention of making sure that the subrecipient recognizes the need for and benefit of a safety and security plan. FTA's authority in the area of safety is set forth in 49 USC 5329. Under this section FTA may conduct investigations into safety hazards and security risks. FTA and RTA are both concerned with the safety and security of transit passengers and transit workers.

While conducting the on-site compliance part of the monitoring program RTA staff should be aware of any safety or security issues at the awardee's property.

Manufacturers of vehicles and equipment will have procedures available for the safe operation of their products and for the training of operators. Certain transit providers may be affected by Federal Motor Carrier Safety Regulations and state motor carrier regulations. Insurance carriers expect and may require that specific equipment and operational practices be followed and that workplace safety guidelines be developed. Emergency preparedness procedures should be coordinated with other local agencies and governments.

Awardees should develop screening and training programs for volunteer drivers. The Agency Council on Coordinated Transportation (ACCT) published a guide "Volunteer Drivers – A Guide to Practices" to assist agencies in developing such programs. It contains useful information about managing a volunteer driver program including safety measures.

Charter Bus and School Bus

The Charter Bus requirements, Title 49 U.S.C. 5323(d), generally limit the use by public transportation operators of federally funded equipment and facilities for charters unless there are no willing and able private operators available to operate the charter. Charter regulations (49 CFR Part 604), published in the Federal Register on January 14, 2008 (73 FR 2326) state, at §604.2 (e), "The requirements of this part shall not apply to a recipient that uses Federal financial

assistance from FTA for program purposes only, under 49 U.S.C. 5310.....” This relieves the operator of a 5310 project from this requirement while operating service under this program. Additionally at Sub-part B – Exceptions §604.7 provides an exception for recipients providing charter service to a Qualified Human Services Organization. This type of organization is defined as “...an organization that serves persons who qualify for human services or transportation - related programs or services due to disability, income or advanced age.” §604.3(q). The School Bus requirements, Title 49 U.S.C. 5323(f), prohibit the use of FTA funds for exclusive school bus transportation for school students and school personnel. The regulations do permit regular service to be modified to accommodate students along with the general public.

Drug-Free Workplace and Drug and Alcohol Testing

All recipients of FTA funding are required under 49 CFR part 32 to maintain a drug-free workplace for all employees and to have an anti-drug policy, awareness program and training program. Awardees/subrecipients must notify employees that the use, manufacture, distribution, or possession of a controlled substance is prohibited in the workplace. Illinois state regulations at 30 ILCS 580/1 do require that all awardees certify that they provide a drug-free workplace.

FTA awardees that receive only 5310 program assistance are not subject to FTA’s Drug and Alcohol testing rules, but must comply with Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver’s Licenses (CDL)(49 CFR part 382). All drivers of vehicles designed to transport 16 or more passengers (including the driver) must have a CDL. Mechanics that drive the vehicles must also have a CDL.

Labor Protections

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing wage requirements on construction projects. Section 5333(a) requires the Secretary ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

PROGRAM MANAGEMENT PLAN REVISIONS

The RTA will submit this PMP to FTA for review and approval. FTA will keep copy of this PMP on file at the FTA Region V offices. An approved PMP remains valid until FTA approves a later plan submitted by the RTA, an FTA management review results in a specific request to the RTA by FTA for a revised PMP, or FTA announces significant new program documentation requirements. The RTA is responsible for revising this PMP to ensure consistency with Federal / FTA requirements. The RTA will issue timely revisions to this PMP, when needed and especially



when the information will be helpful to minority applicants, sub-recipients, and third-party contractors that will be affected by the revision.

If the RTA proposes significant revisions to this PMP, the RTA will provide an opportunity for Members of the PAC to provide comments on the proposed changes. Additionally, if this PMP is significantly changed or if the changes are considered “pervasive,” the RTA will submit a revised PMP to FTA Region V for review and approval. The RTA is not required to submit minor changes to this PMP to FTA for review and approval; however, the RTA will ensure that FTA Region V is notified regarding changes to this PMP and will provide FTA Region V with an up-to-date copy of this PMP.

Revision Date	Description
September 2018	Updated for FAST Act compliance and streamlining of content most useful for potential applicants and current awardees
March 2021	Updated to reflect the revised Human Services Transportation Plan (HSTP) and new policies and procedures for the Section 5310 program, including local match and funding policies, selection criteria and project selection team. CRRSAA apportionment and future recovery funds allocation policy documentation.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) 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.

(2) 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 of Lobbying Activities," in accordance with its instructions.

(3) 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.

* APPLICANT'S ORGANIZATION <input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

STATE OF ILLINOIS)
)
) SS.
)
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2313

APPROVING A TECHNICAL SERVICES AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY AND THE COUNTY OF KANE FOR THE RIDE IN KANE PROGRAM, CONTRACT NUMBER S5310-2021-12, FEDERAL PROJECT NUMBER IL-2022-025, PHASE 19&20 OPERATING

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1, *et seq.* authorizes the County of Kane (hereinafter “County”) and the Regional Transportation Authority (hereinafter “RTA”), which are both units of local government, to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; a

WHEREAS, the County and the RTA desire to enter into an intergovernmental agreement, (hereinafter the “Agreement”) to designate the County as administrator and fiscal agent of and to appropriate funds for the Ride In Kane Program (hereinafter “RIK”), (a copy of said Agreement is on file in the office of the Kane County Clerk); and

WHEREAS, the RIK Program provides transportation services for eligible Kane County persons 65 and over, low income, and individuals with disabilities and is also intended as a cooperative undertaking between the County and fifteen (15) other public and not for profit entities within the boundaries of Kane County (hereinafter the “RIK Sponsors”) who designate eligible riders within their respective jurisdictions and pay to defray the cost of RIK services provided to their respective ridership; and

WHEREAS, the approval of the RIK will require the County to yearly enter into separate agreements with each of the RIK Sponsors to provide for the reimbursement for each Sponsors’ share of RIK costs; and

WHEREAS, the RTA Agreement provides \$2,500,000.00 in Section 5310 Federal Transit Funds for part of the cost of up to, but not to, exceed fifty percent (50%) of the RIK Program ride services to people over 65, low income, and individuals with disabilities; and

WHEREAS, the RTA is requesting the Section 5310 Transit Funds be transferred to the County to allow for continued operations of the RIK Program pursuant to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Agreement with RTA for the Ride in Kane Program is hereby approved and that the County Board Chairman is hereby authorized to execute said Agreement with RTA.

BE IT FURTHER RESOLVED by the Kane County Board that the Kane County Engineer is hereby authorized under his/her signature to enter into vetted, yearly agreements with each RIK Sponsor for the duration of the RTA Agreement; said agreements shall provide for the reimbursement by each RIK Sponsor of fifty percent (50%) of the local share of the RIK Sponsors' RIK Program Section 5310 Transit Fund costs.

Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Technical Services Agreement between the Regional Transportation Authority and County of Kane for the Ride in Kane Program, Contract Number S5310-2021-12, Federal Project Number IL-2022-025, Phase 19&20 Operating

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Jackie Forbes, 630.444.3142

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

The Ride in Kane program utilizes federal Section 5310 funding for operations. The Regional Transportation Authority (RTA) is the direct recipient of the funding and County of Kane acts as a sub recipient. This Technical Services Agreement with the RTA provides \$2,500,000 in Section 5310 Federal Transit Funds for Operating costs related to the Ride in Kane program. This amount represents the 50% federal share, with the local sponsors of Ride in Kane providing the required 50% local matching funds.

Staff recommends approval.

TECHNICAL SERVICES AGREEMENT

between

THE REGIONAL TRANSPORTATION AUTHORITY

and

COUNTY OF KANE

Contract No.: [S5310-2021-12](#)

CFDA No.: 20.512

Federal Project No.: IL-2022-025

Award Date: 5/16/2022

SAM No. JDR6EZ6HML25

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This Technical Services Agreement (this "Agreement") is made by and between the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (the "RTA") and County of Kane, a municipal corporation and body politic formed under the laws of the State of Illinois, hereinafter referred to as "Recipient" (also referred to as "Grantee," which term shall include its successors, assigns and subrecipients/subgrantees)¹ as of May 01, 2024.

WHEREAS, the Recipient wishes to undertake one or more public transportation projects;
and

WHEREAS, the Recipient has made application to the RTA for financial assistance or financial and technical assistance for the project(s) in accordance with the procedures established by the RTA; and

WHEREAS, the Recipient's application has been reviewed and approved by the RTA;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance or financial and technical assistance to the Recipient in the form of a technical services agreement, to set forth the terms and conditions upon which the Agreement will be made, and to set forth the Agreement of the parties as to the manner in which the project(s) will be undertaken, completed, and used.

ARTICLE I: DEFINITIONS

1.1 "Allowable Cost" means an expense with respect to the Project(s) which meets the requirements of Article IX of this Agreement.

1.2 "Application" means the application submitted by the Recipient with respect to the Project(s). In the event of a conflict between the Application and the attached Exhibit A, Scope of Services, Exhibit A shall govern.

1.3 "Local Share" means that portion of the Net Project Cost of each Project provided by the Recipient pursuant to this Agreement.

1.4 "Net Project Cost" means the sum of the allowable costs incurred in performing the work on each Project, including work done by the Recipient.

1.5 "Project(s)" means the scope of specific activities for which the funds provided in this Agreement are to be expended, as set forth in Exhibit A, Scope of Services and in the plans, specifications, and schedules set forth in the Application.

¹ This document incorporates Federal Certifications and Assurances copied incorporated verbatim from federal circulars. The Certifications and Assurances also use the terms "Recipient," "Subrecipient" and "Applicant" interchangeably. The terms of this agreement and all federal requirements apply to any recipient of federal funds regardless of its status as Recipient, Subrecipient, Grantee, Subgrantee or Applicant, vis-à-vis the federal granting agency.

1.6 "Project Budget" means the anticipated Net Project Cost for each Project as shown in Exhibit B, Project Budget, as may be amended from time to time by the Recipient with RTA approval and in a format approved by the RTA.

1.7 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of each Project through the application of the RTA's Agreement funds.

1.8 "Service Life" shall mean, with respect to each Project Facility, the period set forth with respect to such Project Facility on Exhibit B, if applicable.

ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT

2.1 The Recipient represents and warrants that it has the legal authority and the financial, technical, and managerial capacity to apply for, plan, manage, and complete the Project(s) for which funding is being provided under this Agreement.

2.2 The Recipient acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with this Project, they reserve the right to impose on the Recipient the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate. Recipient agrees to include this clause in all state and federally-assisted contracts and subcontracts.

2.3 The Recipient agrees to undertake and complete the scope of each Project as set out in Exhibit A, Scope of Services, and in accordance with the Project Budget as set out in Exhibit B, Project Budget, and to provide for the use of Project Facilities as described in Exhibit A and the Application, in accordance with this Agreement and all applicable laws.

ARTICLE III: TERM OF AGREEMENT

3.1 The term of this Agreement shall be from May 01, 2024 to May 31, 2027.

ARTICLE IV: TECHNICAL SERVICES AGREEMENT

4.1 RTA Budget Commitment.

(a) Subject to the annual appropriation of funds by the RTA, the RTA hereby commits to provide the funds pursuant to paragraph 4.1(b) and as listed in Exhibit B, Project Budget, for the Project(s) in Exhibit A, Scope of Services.

(b) The RTA will provide 50.00% of the aggregate actual cost of all Projects as set forth on Exhibit B or \$2,500,000.00, whichever is less. The RTA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

4.2 Recipient Commitment to Complete Project(s) or Seek Amendment.

Subject to the RTA's appropriation of the funds described in paragraph 4.1, the Recipient agrees to complete the scope of all the Projects, and to provide funding up to the amount of Local Share of the Project Budget, or to seek an amendment in accordance with this subparagraph. The Recipient shall request an amendment to the Agreement in order to (1) add or delete a Project, (2) change the scope of any Project, or (3) change the Project Budget(s).

4.3 Conformity with Project Budget.

(a) The Recipient shall carry out each Project and shall incur obligations against and disburse Project funds only in conformance with the latest approved Project Budget attached hereto as Exhibit B. A proposed revised Project Budget shall accompany any request to amend this Agreement.

(b) The Recipient must seek the prior approval of the RTA to revise the Project Budget(s) to increase or decrease the estimated Net Project Cost. In making this request the Recipient must demonstrate the following:

- (1) A justifiable rationale for the revision in a particular Project;
- (2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;
- (3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;
- (4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and
- (5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B to be exceeded.

4.4 Conformity with Program Management Plan (PMP).

(a) The Recipient shall adhere to the Program Management Plan (PMP) as included in Exhibit E.

ARTICLE V: METHOD OF FUNDING

5.1 The RTA may finance its obligations, or any portion thereof, under this Agreement in any way it deems, in its sole discretion, to be most advantageous and fiscally sound, provided that nothing in this Agreement shall cause the Recipient to be obligated to any creditor of the RTA with respect to such financing.

5.2 All or part of any share of the Net Project Cost to be contributed by the Recipient may, with the express written prior approval of the RTA, be provided by the Recipient in the form of contributions of professional, technical or other services. The amount or value of any share of the Net Project Cost contributed by the Recipient is shown in Exhibit B.

5.3 In the event that the Recipient receives funds from any source with respect to the completion of the Project which do not appear in Exhibit B and were not included in determining the RTA share under paragraph 4.1(b) of this Agreement, the amount of this Agreement shall be recalculated and a proportionate amount of the RTA funding shall be refunded to the RTA. Such funds include, but are not limited to, the proceeds of any sale and leaseback arrangement with respect to Project Facilities, if any. This Section 5.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)

6.1 General.

(a) The Recipient shall commence, carry on, and complete the Project(s) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement. The Recipient shall cause all contractors involved with the Project(s) to deliver and complete the Project(s) in accordance with the Project schedules submitted at time of application or as revised pursuant to paragraph 6.2(b) of this Agreement.

(b) In performance of its obligations pursuant to this Agreement, the Recipient and the contractors shall comply with all applicable provisions of federal, state, and local law. Specifically, Recipient and contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable Federal Transit Administration (hereinafter referred to as "FTA") Circulars and 49 CFR 18 and 19. All limits and standards set forth in this Agreement to be observed in the performance of a Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

(c) At or prior to the time that funds are needed to meet Project costs, the Recipient shall initiate and prosecute to completion all proceedings necessary to enable the Recipient to provide any share of the Net Project Cost which is to be provided by the Recipient.

(d) Nothing in this Agreement is intended to subject the RTA to any obligations or liabilities to contractors of the Recipient, or their respective subcontractors, or any other person not a party to this Agreement in connection with the performance of any Project pursuant to the provisions of this Agreement, notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

6.2 Project Completion.

(a) Any failure, except a force majeure event or any other reason beyond the control of the Recipient, to make progress which significantly endangers substantial performance of a Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement.

(b) The Recipient shall complete each Project in accordance with the Project completion date provided at time of application or as revised. In the event the Recipient determines that, for whatever reason, a Project cannot be completed in accordance with the Project schedule, the Recipient shall immediately notify the RTA in writing, within thirty days, of: 1) the nature and extent of the delay; 2) the reason or reasons for the delay; 3) the adjustments to the Project schedule which can be made to ensure that the Project is completed on schedule; and 4) if the Project cannot be completed on schedule, the implications on the Project Budget due to the delay.

6.3 Use of Facilities.

(a) The Project Facilities, if any, shall be used by the Recipient as described in the Recipient's final, approved Application.

(b) If during the Service Life, the Project Facilities are not used in this manner, are sold or are otherwise disposed of, or are withdrawn from mass transportation service at the initiative of the Recipient (if applicable), the Recipient shall immediately notify the RTA and shall, at the RTA's discretion, remit to the RTA a proportional amount of the fair market value, if any, of the Project Facilities (determined on the basis of the ratio of the amounts paid by the RTA pursuant to this Agreement to the total cost of such Project Facilities). The fair market value shall be deemed to be the value of the Project Facilities as determined by a competent appraisal conducted as soon as feasible after such withdrawal or misuse occurs; or the actual proceeds from the public sale of such property, whichever is approved by the RTA; or, for rolling stock, the unamortized value of the remaining service life per unit based on straight-line depreciation of the original purchase price. Any appraiser employed for such purposes shall be subject to disapproval by the RTA on the grounds that it is not an independent appraiser.

(c) The Recipient shall maintain, in an amount and form satisfactory to the RTA, insurance or self-insurance with such reserves as will be adequate to protect Project Facilities throughout the period of their useful lives. The cost of such insurance shall not be an Allowable Cost for the Projects.

(d) This Section 6.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise, for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS

7.1 If this Agreement provides any portion of funding for which the RTA receives funds from a governmental entity subject to agreement, grant, or contract, the provisions contained therein and as detailed in the attached Exhibit C, Federal Certifications and Assurances, are hereby incorporated by reference and made a part of this Agreement. If the recipient will receive federal funds pursuant to this grant, the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time, is also incorporated and made part of this Agreement. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA. The provisions and requirements of the Master Agreement shall flow down to all sub-recipients and third parties at every tier and must be expressly incorporated into all procurement and non-procurement awards involving funds provided pursuant to this Agreement. The Recipient shall carry out each Project in such a manner as to comply with the requirements contained herein and the requirements of any governmental agreement, rules and regulations applicable to this Project. If it is not possible to carry out the project in such a manner, the Recipient shall, as soon as practicable, notify the RTA in writing of the specific provisions of each agreement, rule or regulation in conflict and reasons for conflict in order that appropriate arrangements may be made between the parties and any governmental entity to permit the Project to proceed.

7.2 The Recipient acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. The Recipient acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, (c) the successor to the law resulting from recodification or similar reorganizing of laws and (d) all future laws pertaining to the same or similar subject matter. The Recipient agrees to include in all subcontracts or lower tier agreements specific notice to this effect.

7.3 The Illinois Department of Transportation (IDOT) and the FTA shall not be subject to any obligations or liabilities by or to the Recipient or contractors of the Recipient or their subcontractors or any other person not party to this Agreement in connection with the performance of this Project, without their respective express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such contractors or subcontractor(s). The Recipient agrees to include this clause in each subcontract or lower tier agreement financed in whole or in part with federal and/or state assistance.

ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT

8.1 Project Management.

(a) The Recipient is responsible for administration and management of each Project.

(b) The RTA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their premises, for the RTA and its designee to permit these inspections. Inspection of, or concurrence by, RTA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

(c) Any Project management plan or amendment to such plan provided pursuant to any governmental agreement, grant or contract for any Project in this Agreement shall require written approval of the RTA.

(d) The Recipient shall report to the RTA regarding all Projects in this Agreement and shall provide to the RTA such information that the RTA deems necessary to meet its reporting responsibilities or other requests from the FTA or any other governmental agency. When requesting reimbursement from the RTA, the Recipient will be required to submit detailed requisitions and progress reports supported by properly executed payrolls, time records, invoices, contracts, or vouchers, evidencing in detail the nature and propriety of the charges.

ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING

9.1 The Recipient shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for each Project in conformity with requirements established by the RTA.

9.2 Allowable Costs.

Funds provided by the RTA under this Agreement shall only be used to pay or reimburse the Recipient for allowable costs for a Project which meets all of the requirements set forth below:

(a) They shall be made in conformance with the final, approved Exhibit A, Scope of Services, and Exhibit B, Project Budget(s), and all other provisions of this Agreement;

(b) They shall be necessary in order to accomplish the Project;

(c) They shall be reasonable in amount for the goods or services purchased;

(d) They shall be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient which have the effect of reducing the cost actually incurred);

(e) They shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement);

(f) To the extent applicable, they shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals and other expenses, as applicable.

(g) They shall be satisfactorily documented;

(h) They shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Recipient for its contractors; and

(i) They shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.)

9.3 Payment Procedures.

(a) The Recipient may make requests for payment of allowable costs under the Agreement, and the RTA shall honor such requests in the manner set forth in this paragraph. In order to receive payments, the Recipient shall:

- (1) Execute and submit to the RTA a requisition for approval by the RTA;
- (2) Have submitted all financial, progress, and other reports required by the RTA; and
- (3) Have received approval by the RTA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

(b) Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the Recipient is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the Recipient up to the maximum amount of the RTA Agreement funds. Such reimbursement shall be made within sixty (60) days after receipt of each request for same from the recipient. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any

violation of the terms of this Agreement committed by the Recipient. The RTA will make a final determination as to the allowability of costs only after a final audit of the Agreement has been conducted pursuant to Article XI of the Agreement.

(c) In the event that the RTA determines that the payment should not be made, it shall notify the Recipient within twenty (20) days after receipt of the completed requisition form, stating the reasons for such determination.

(d) The Recipient agrees that upon completion of all of the Projects in this Agreement and after payment or provision for payment or reimbursement of all allowable costs, the Recipient shall refund to the RTA any unexpended balance of funds received by the Recipient under this Agreement.

9.4 Records Retention.

(a) All books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement, this Agreement and all books, records, and supporting documents related to the Agreement must be retained by Recipient for a minimum of five (5) years after completion of this Agreement or such longer time as may be required by any governmental agency from which funds are obtained and shall be available for review and audit by authorized representatives of the RTA, the Illinois Auditor General, IDOT, the FTA, or another governmental agency with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of any property acquired with RTA funds must be retained for three years after final disposition of the property.

(b) Should the Recipient administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

9.5 Audits.

(a) Pursuant to all applicable Office of Management and Budget Circulars, the Recipient shall permit, and shall require its contractors to permit, at any time, the RTA, or IDOT or other state or federal agency, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with

regard to each Project, and to audit the books, records, and accounts of the Recipient and its contractors with regard to each Project. The RTA also may require the Recipient to furnish at any time prior to closeout of the Agreement, audit reports with respect to the Agreement prepared according to generally accepted accounting principles. The Recipient agrees to promptly comply with recommendations contained in any RTA, IDOT or other state or federal agency final audit report.

(b) In accordance with 49 USC 5325(g), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the Secretary of U.S. DOT, to permit the Secretary, Comptroller General of the U.S., IDOT, the RTA, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract and audit the books, records, and accounts involved.

ARTICLE X: RIGHT OF THE RTA TO TERMINATE

10.1 Upon written notice to the Recipient, the RTA may suspend or terminate all or part of the financial and/or technical assistance provided herein if the Recipient is or has been in violation of the terms of the Agreement (including its obligation to provide for a portion of the funding for each Project as reflected on Exhibit B, if applicable), or if funding provided to the RTA pursuant to paragraph 7.1 is terminated. Termination of any Project in this Agreement will not invalidate obligations of the RTA to reimburse the Recipient for Project costs incurred up to and including the date of termination, nor invalidate obligations of the Recipient, properly incurred by the Recipient, to the extent they are noncancellable. The acceptance of a remittance by the RTA of any or all Project funds previously received by the Recipient or the closing out of the RTA financial participation in the Project shall not constitute a waiver of any claim which the RTA may otherwise have arising out of this Agreement.

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

(a) There is any misrepresentation of a material nature in the Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Recipient required by the RTA in connection with this Agreement;

(b) There is pending litigation which, in the opinion of the RTA, may jeopardize funding provided to the RTA pursuant to paragraph 7.1 of this Agreement;

(c) There has been in connection with the funding provided to the RTA pursuant to paragraph 7.1, any violation of the state or federal regulations, ordinances or statutes applicable to the Recipient, its officers or employees which, in the opinion of the RTA, affects this Agreement;

(d) Any funds provided by the RTA pursuant to this Agreement are used for an ineligible purpose;

(e) The Recipient is unable to substantiate the proper use of funding provided to the RTA pursuant to paragraph 7.1;

(f) The Recipient is in default under any of the provisions of this Agreement;

(g) There is failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time, which failure shall be deemed to be a violation of the terms of this Agreement;

(h) The Recipient has failed to maintain the Project Facilities as required by this Agreement;

(i) The RTA determines that the purposes of the applicable governing laws would not be adequately served by continuation of state or federal assistance to the Project;

(j) The State Legislature or any federal agency fails to make sufficient appropriations for funding pertinent to that provided to the RTA pursuant to paragraph 7.1.

ARTICLE XI: SETTLEMENT AND CLOSE-OUT

11.1 Upon receipt of notice of successful completion of the Agreement or upon termination by the RTA, the RTA at its discretion will perform or contract for the performance of a final audit to determine the final allowability of costs incurred, and shall make final settlement of the RTA's obligations described in this Agreement. If the RTA has made payments to the Recipient in excess of the total amount of such RTA obligations, the Recipient shall promptly remit such excess to the RTA. The Agreement close-out occurs when the RTA notifies the Recipient and forwards the final Agreement payment or when an appropriate refund of RTA Agreement funds has been received from the Recipient and acknowledged by the RTA. Agreement close-out shall be subject to any continuing obligations imposed on the Recipient by this Agreement or contained in the final notification or acknowledgment from the RTA.

ARTICLE XII: PROCUREMENT

12.1 Procurement Procedures.

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding \$40,000 shall contain all

the clauses pursuant to FTA Circular 4220.1F and 49 CFR 18.36, 19.40-19.48, and the parties shall comply with the requirements therein.

(b) Apart from inconsistent requirements imposed by federal and state law, the Recipient (and its subcontractors) agrees that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h)(2).

(c) The Recipient agrees to comply with U.S. Maritime Administration Regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR 381, to the extent those regulations apply to the Project, and insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

(d) To the extent applicable, the Recipient agrees to comply with the requirements of 49 USC 5323 and FTA regulations, "Bus Testing", 49 CFR 665, and agrees to provide the RTA with applicable certifications and obtain applicable certifications from contractors, subcontractors and manufacturers.

(e) Each third-party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

(f) The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by IDOT and FTA.

(g) The Recipient agrees to comply with the requirements of Executive Order No. 12549 and 12689 "Debarment and Suspension," and U.S. Department of Transportation (DOT) regulations on Debarment, 49 CFR 29, and agrees to obtain applicable certifications from contractors and subcontractors and otherwise comply with federal and state regulations.

(h) The Recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Recipient made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Recipient committed bribery or attempted bribery on behalf of the Recipient and pursuant to the direction or authorization of a responsible official of the Recipient. The Recipient further certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Title III, Part E, Article 33 of the Criminal Code. These certifications shall apply equally to any subrecipient or contractor, at all levels, without regard to the value of the subagreement or contract.

(i) Electronic and Information Technology – to the extent applicable, Recipient agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or information technology capable of assuring that, when provided to the

RTA, it will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC 794(d) and U.S. Architecture and Transportation Barriers Compliance Board (ATBCB) regulations "Electronic and Information Technology Accessibility Standards," 36 CFR 1194.

12.2 Procurement Review.

The Recipient must obtain pre-award approval from the RTA for: (1) any proposed third-party contract; (2) any change order with a third-party contractor; and (3) any use of force account for activities funded by this Agreement.

ARTICLE XIII: THIRD-PARTY CONTRACT DISPUTES OR BREACHES

13.1 The RTA, and any state or federal granting agency, has a vested interest in the settlement of disputes, defaults, or breaches involving any RTA-assisted third-party or subrecipient contracts for any Project. The RTA retains a right to a proportional share, based on the percentage of the RTA share committed to any Project, of any proceeds derived from any third-party recovery, after taking into account any costs incurred by the Recipient in securing the recovery. Therefore, the Recipient shall avail itself of all legal rights available under any third-party contract.

The Recipient shall promptly notify the RTA of any litigation, default, breach or major dispute pertaining to any third-party or subrecipient contract. This responsibility shall flow down to all sub-recipients at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant.

The RTA reserves the right to concur in any compromise or settlement of the Recipient's claim(s) involving any third-party or subrecipient contract. If the third-party or subrecipient contract contains a liquidated damages provision, such proportional share of any liquidated damages recovered shall be credited to the Project account unless the RTA permits otherwise.

ARTICLE XIV: ASSIGNMENT OF CONTRACT - SUBCONTRACTORS

14.1 The Recipient agrees that no contract for services of any kind in connection with a Project funded by this Agreement shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of the RTA. All subcontracts shall contain all applicable contract clauses pursuant to federal and state requirements, and as required by this Agreement.

ARTICLE XV: INDEMNIFICATION

15.1 The Recipient agrees to save or hold harmless and indemnify the RTA from and against any and all losses, expenses, damages (including loss of use), demands, and claims, and shall defend any suit or action, whether at law or in equity, brought against it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of the Recipient, its officers, employees and agents with respect to any Project funded by this Agreement and shall pay

all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom; provided, however, that the Recipient shall not be required to save harmless, indemnify, or defend the RTA due to the negligence or misconduct of the RTA or its successors, assigns, agents, or employees or their respective failure to reasonably perform under this Agreement. This Section 15.1 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

ARTICLE XVI: INDEPENDENCE OF RECIPIENT

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

ARTICLE XVII: NON-COLLUSION

17.1 The Recipient warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its Application for any Project pursuant to this Agreement. No Recipient officer or employee, or member of any unit of local government which contributes funds to any Project funded by this Agreement shall be admitted to any share or part of this Agreement or to any benefit arising therefrom other than nominal.

ARTICLE XVIII: CONFLICTS OF INTEREST

18.1 The Recipient hereby certifies that: (1) no employee, officer, board member, or agent of the Recipient is a director, officer or employee of the RTA or (2) if such relationship exists, it is not prohibited by any applicable conflict of interest laws. The Recipient further certifies that, to its knowledge, no employee, officer, board member, or agent of the Recipient has participated in the selection, award, or administration of a contract supported by federal or state funds where such participation constitutes a conflict of interest, whether real or apparent. This conflict of interest requirement applies to all former employees, officers, board members, and agents for one year from the date the employee, officer, board member, or agent ended its employment with the Recipient.

The Recipient acknowledges that no director, officer or employee of the RTA may represent the Recipient with respect to any application or agreement in regard to which such director, officer or employee may be called upon to vote. The Recipient hereby certifies that it has not been, and

shall not be, represented by any director, officer or employee of the RTA with respect to its application for financial or financial and technical assistance or this Agreement.

The Recipient agrees that its employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The RTA may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or recipient or impair the objectivity in performing the contract work.

ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE

19.1 Irrespective of the participation of other parties or third-party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. This responsibility shall flow down to all sub-recipients and third parties at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving the funds provided pursuant to this Agreement. If the Recipient will receive federal funds or funds from the Illinois Department of Transportation under this Agreement, the Recipient must complete Exhibit C, Federal Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must complete Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements, and comply with the terms and conditions therein as well as those of the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time. In particular, provisions of the Master Agreement requiring Flow-Down to third parties such as subrecipients and contractors at all tiers must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA.

ARTICLE XX: LABOR LAW COMPLIANCE

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum

fair wage standards for minors, payment of wages due employees, and health and safety of employees.

(a) **Contract Work Hours and Safety Standards.** The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Recipient and its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Recipient or its subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or Department of Labor, and the Recipient or its subcontractors will permit such representatives to interview employees during working hours on the job.

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

20.2 The Recipient also agrees to require any contractor performing professional or consulting service in connection with any Project funded by this Agreement to agree to adhere to the requirements of this Article.

ARTICLE XXI: CIVIL RIGHTS

21.1 Non-Discrimination.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances relating to non-discrimination including, but not limited to, all requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000(d); Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6101, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.*, Federal Transit Law at 49 USC 5332, and US DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR 21, and any implementing requirements the FTA may issue.

21.2 Equal Employment Opportunity Clauses.

(a) Federal Equal Employment Opportunity – The following requirements apply to the Project and the Recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA.

(1) Discrimination Prohibited – In accordance with 42 USC 2000(e), 49 USC 5332, the Recipient agrees to comply with any applicable Federal statutes, executive orders, regulations, and Federal policies including the U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR 60 *et seq.*, (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375, “Amending E.O. No. 11246 relating to Equal Employment Opportunity,”) that may in the future affect construction activities undertaken in the course of this Project. The Recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(2) EEO Program Incorporated by Reference – If the Recipient is required to submit and obtain approval of its EEO program, that EEO program approved by the United States or State of Illinois government is incorporated by reference and made a part of this Agreement. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the RTA and the United States or State of Illinois government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Recipient’s eligibility to obtain future financial assistance in transportation projects.

(3) Age – In accordance with 49 USC 5332, the Recipient agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities – In accordance with 42 USC 12101, the Grantee agrees that it will comply with the requirements of 29 CFR 1630, pertaining to the employment of persons with disabilities. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(5) Sex – In accordance with Title IX of The Educational Amendments of 1972, as amended, 20 USC 1681 *et seq.*, and U.S. Department of Transportation regulations 45 CFR 86, the Recipient agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.

(6) Language Proficiency – In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order, “Improving Access to Services for Persons with Limited English Proficiency,” for improving access to services for persons with limited English proficiency, *see* 42 USC 2000d-1.

(7) Environmental Justice – The Recipient shall comply with the applicable policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, *see* 42 USC 4321 note.

(b) Sexual Harassment – The Recipient will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Recipient’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Resources and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* A copy shall be provided to the RTA upon request.

(c) Illinois Human Rights Act - In the event of the Recipient’s non-compliance with the provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (the “IDHR”), the Recipient may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement the Recipient agrees as follows:

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

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

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

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

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

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

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

21.3 Disabilities.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all applicable federal and state requirements under the ADA and all applicable federal and state laws and regulations relating to procurement and access requirements in accommodating individuals with disabilities. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101, *et seq.*; 49 USC 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Architectural Barriers Act, as amended, 42 USC 4151, *et seq.*; including any amendments to the aforementioned Acts; and the following regulations and amendments thereto:

(a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance," 49 CFR 27; "Americans with Disabilities Act (ADA) Accessibility Guidelines/Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38;

(b) Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR 35; and “Nondiscrimination on the Basis of a Disability by Public Accommodations and in Commercial Facilities,” 28 CFR 36;

(c) Uniform Federal Accessibility Standards, Appendix A to 41 CFR 101-19.6 (Copies of the Uniform Federal Accessibility Standards are available from the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410, telephone (202) 708-1112;

(d) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR 1630;

(e) Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR 64, Subpart F;

(f) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR 609;

(g) U.S. ATBCB regulations “Electronic and Information Technology Accessibility Standards”, 36 CFR 1194; and

(h) Any implementing requirements FTA may issue.

21.4 Disadvantaged Business Enterprises.

The following provisions shall apply to all Recipients as well as any subrecipients or subgrantees at any and all tiers who receive the funds provided in this Agreement in order to implement the Project.

(a) In accordance with 49 CFR Part 26.13(a), as amended, the Recipient assures the RTA that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any subcontract hereunder. Furthermore, the Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the RTA deems appropriate.

(b) Any Recipient with an FTA approved DBE program shall include the funds provided in this Agreement when submitting DBE-related data in reports required by the FTA pursuant to its approved program. The RTA shall receive copies of all such reports and will not be responsible for providing DBE-related data to the FTA regarding the funds provided in this Agreement.

(c) Any Recipient without an FTA approved DBE program shall adopt and abide by the RTA’s DBE program, which is incorporated as though fully set forth herein. The Recipient must inform the RTA whether it intends to abide by its own, or the RTA’s DBE program.

(d) The Recipient shall agree to include the language set forth in this Disadvantaged Business Enterprise Assurance in each subcontract it executes.

ARTICLE XXII: ENVIRONMENTAL COMPLIANCE

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances imposing environmental, resource conservation, and energy requirements with respect to the Project. The Recipient expressly understands that the following items do not constitute the Recipient's entire obligation to meet federal requirements. The Recipient agrees to comply with the following requests:

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq.*

22.2 Clean Fuels – To the extent applicable the Recipient and its contractors and subcontractors shall comply with the requirements of “Clean Fuels Formula Grant Program”, 49 CFR 624 and any other applicable federal requirements, and 49 USC 5308.

ARTICLE XXIII: DRUG FREE WORKPLACE

23.1 The Recipient certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof. Further, the Recipient agrees to comply with the U.S. DOT Drug Free Workplace Act, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”, 49 CFR 32, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

23.2 If applicable, the Recipient also agrees to comply with all aspects of the anti-drug program outlined in the “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations” regulation, 49 CFR 655; “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 U.S.C. 5331 and 49 CFR 655, to do the same.

23.3 Confidentiality – Drugs or Alcohol Abuse. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1174 *et seq.* and the Public Health Service Act of 1912, 42 USC 290dd-2, including any amendments to the aforementioned Acts;

ARTICLE XXIV: RESTRICTIONS ON LOBBYING

24.1 (a) If this Agreement provides funding in whole or in part from federal funds for a Project(s), the Recipient agrees to comply with Section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, 31 USC 1352 relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. The Recipient shall certify its compliance with this Act as specifically described in subparagraphs (b) and (c) below by signing the attached Exhibit F, Certification Regarding Lobbying.

(b) The Recipient agrees 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, 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.

(c) The Recipient further agrees that 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 Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(d) The Recipient shall require that the language of this Article XXIV be included in the award documents for all third-party contracts and that all such contractors shall sign Exhibit F, Certification Regarding Lobbying and disclose accordingly.

ARTICLE XXV: PUBLIC RELATIONS

25.1 The Recipient agrees to notify the RTA of the following: (i) upon receipt of any media, press, or mass information distribution system inquiry regarding the Project(s); (ii) upon receipt of any request for documents pursuant to the Freedom of Information Act (FOIA) pertaining to the Project(s); (iii) prior to issuing any press release or other media statement regarding the Project(s). The Recipient acknowledges that the duty to notify the RTA extends through Project(s) completion, and potentially beyond the term of this Agreement.

ARTICLE XXVI: SEVERABILITY

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

ARTICLE XXVII: ASSIGNMENT AND AGREEMENT

27.1 This Agreement shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Recipient without the prior written consent of the RTA.

ARTICLE XXVIII: AMENDMENT

28.1 The Parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

ARTICLE XXIX: TITLES

29.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK

30.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether preliminary or final, as between the RTA and Recipient shall become and remain the property of the RTA. The RTA shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to Recipient. All documents, data, and records utilized in performing research shall be available for examination by the RTA upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of the RTA, be appropriately arranged, indexed, and delivered to the RTA by Recipient.

30.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify the RTA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, the RTA, IDOT, and FTA, with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

30.3 Rights in Data and Copyrights: The Recipient agrees as follows:

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

(b) The following provisions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of RTA, IDOT, or FTA, until such time as RTA, IDOT, or FTA, may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(2) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, RTA, IDOT and FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “federal and state government purposes:”

(i) Any subject data developed under a grant, cooperative agreement, subgrant, subagreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a third-party consultant purchases ownership with federal or state assistance.

(c) When the federal or state government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA and IDOT’s intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or IDOT determine otherwise, the recipient of IDOT or FTA assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in section 29.3 (b) above, IDOT or FTA may make available to any government grantee, third-party consultant, or third-party subconsultant, either the federal or state government’s license in the copyright to the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason

whatsoever, all data developed under that Project shall become subject data as defined in section 29.3 (a) above, and shall be delivered as RTA may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use, which costs are financed in whole or in part with IDOT or FTA assistance for transportation capital projects.

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless the RTA, the State of Illinois and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify the RTA, the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the RTA, the State of Illinois or FTA.

(e) Nothing contained in this section on rights in data shall imply a license to the RTA, IDOT or FTA under any patent to be construed as affecting the scope of any license or other right otherwise granted to the RTA, IDOT and FTA under any patent.

(f) The requirements of sub-sections (c), (d), and (e) of section 29.3 above, do not apply to material furnished to the Recipient by the RTA, IDOT and FTA and incorporated in the work carried out under this Agreement; provided that such incorporated material is identified by the Recipient at time of delivery of such work.

(g) The Recipient understands and agrees that data and information submitted to the RTA, IDOT or FTA may be required to be made available under the Freedom of Information Act or other state or federal statutes in accordance with 49 CFR 19.36, as revised.

ARTICLE XXXI: ETHICS

31.1 Bribery - Non-governmental Grantees and third-party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government. They also certify that they have not admitted guilt of such conduct which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Title III, Part E, Article 33 of the Illinois Criminal Code.

ARTICLE XXXII: PRIVACY

32.1 Should the Grantee, or any of its third-party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT

33.1 The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement. The Parties hereto further agree that this Agreement consists of this “Technical Services Agreement,” and:

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Federal Certifications and Assurances
- Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements
- Exhibit E, Program Management Plan (PMP)
- Exhibit F, Certification Regarding Lobbying

ARTICLE XXXIV: SPECIAL CONDITIONS

34.1 The Recipient shall submit quarterly progress reports in accordance with RTA’s schedule. The Recipient also agrees to submit invoices for reimbursement on a monthly basis. The Recipient also agrees to submit its single audit report and certification form to the RTA nine months after the end of the fiscal year, submit invoices for reimbursement on a monthly basis, and provide the RTA with notification of any staff changes as they occur.

ARTICLE XXXV: MISCELLANEOUS

35.1 Notices. All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:
175 West Jackson Boulevard
Suite 1550
Chicago, Illinois 60604
Attention: Sr. DED, Capital Programming and Planning

- (c) in the case of the Recipient:
Kane County Government
719 S. Batavia Ave, Bldg A
Geneva, Illinois 60134
Attention: Chief of Planning and Programming

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

35.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

35.3 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

35.4 Digital and Electronic Signatures. The parties hereby agree that this Agreement may be signed via electronic or digital signature. The parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as compliant with federal and state law and as secure electronic signatures pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 *et seq.*) or any successor law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

RECIPIENT: COUNTY OF KANE

By: _____
CORINNE PIEROG
COUNTY BOARD CHAIRMAN

Date: _____

REGIONAL TRANSPORTATION AUTHORITY

By: _____
LEANNE P. REDDEN
EXECUTIVE DIRECTOR

Date: _____

EXHIBIT A
SCOPE OF SERVICES
for
S5310-2021-12

Applicant: COUNTY OF KANE
RTA Project Number: 202100501
Project Name: Ride in Kane Phase 19 & 20

Project Description:

Ride in Kane coordinates and provides access to transportation that include curb to curb paratransit services to eligible residents 65 and older, persons with a disability and low-income individuals. Ride in Kane offers low cost transportation to Kane County residents that are registered with participating sponsors.

The funds from sponsor commitments are required for the local match and will be utilized to continue to provide rides to and from work or work-related activities for individuals with disabilities, seniors (age 65 or older) and individuals who are deemed low income.

Ride in Kane is in partnership with 6 municipalities, 8 townships and 2 social services agencies. Currently these partners are the Association for Individual Development, Aurora Township, Batavia Township, City of Batavia, Blackberry Township, Big Rock Township, Campion Township, City of Elgin, City of Geneva, City of St. Charles, Dundee Township, Elgin Township, Pingree Grove Township, Village of South Elgin, St. Charles Township, Senior Services Associates.

This project is not Research & Development.

EXHIBIT B
PROJECT BUDGET
for
S5310-2021-12

Applicant: COUNTY OF KANE

Total Project Budget: \$5,000,000.00

RTA Project Number/ Title:	202100501	Ride in Kane Phase 19 & 20 (Operating)
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	Project Budget	In-kind	Expected Project Funds	
			Cash	Share
RTA	\$2,500,000.00	\$0.00	\$0.00	.00%
Local	\$2,500,000.00	\$0.00	\$0.00	.00%
Other		\$0.00	\$0.00	0.00%
Indirect Cost Rate		\$0.00	\$0.00	0.00%
Total:	\$5,000,000.00	\$0.00	\$0.00	100.00%

EXHIBIT D

**INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY
WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200**

Project Name: RIK Mobility Management

Does this Project receive federal funds? Yes No

Amount of federal funds: \$85,276.00

Federal Project Number: IL-2022-025

CFDA Number*, Federal Agency, Program — 20.513

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, in accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, you are required to have a single audit performed if \$750,000 or more in federal awards from all sources including other agencies were expended in the fiscal year. To comply with this provision, the following must be submitted:

- The Grantee must submit to the RTA the attached Certification Form annually within one month of the close of the fiscal year.

- If applicable, a copy of the report of the single audit must be submitted no more than nine months after the end of the Grantee’s fiscal year.

If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor’s Report thereon.
3. Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor’s Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted to RTA, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

**CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200
AUDIT REQUIREMENTS CERTIFICATION FORM**

Grantee's Legal Name: County of Kane

Grantee's Address: _____

Grantee's Fiscal Year*: _____
(month) (day) (year) (month) (day) (year)

*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): Ride in Kane Mobility Management

Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.

I certify our agency did not expend \$750,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

Our agency will submit the audit no more than nine months after the end of the fiscal year.

Grantee's Signature: _____ Date: _____

Print Name and Title: _____

Phone: (____) _____ E-Mail: _____

Please return to: Regional Transportation Authority
Lalaine Alvarez, Director, Audit
alvarezl@rtachicago.org

EXHIBIT C

Certifications and Assurances

Fiscal Year 2024

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 Kane

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

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	X _____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	X _____
16	Rail Safety Training and Oversight	_____
17	Demand Responsive Service	X _____
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 Kane

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 _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): County of Kane

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

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

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA 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.

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.

EXHIBIT D

**INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY
WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200**

Project Name: Ride in Kane Phase 19 & 20 Operating

Does this Project receive federal funds? Yes No

Amount of federal funds: \$2,500,000.00

Federal Project Number: IL-2022-025

CFDA Number*, Federal Agency, Program — 20.513

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, in accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, you are required to have a single audit performed if \$750,000 or more in federal awards from all sources including other agencies were expended in the fiscal year. To comply with this provision, the following must be submitted:

- The Grantee must submit to the RTA the attached Certification Form annually within one month of the close of the fiscal year.

- If applicable, a copy of the report of the single audit must be submitted no more than nine months after the end of the Grantee’s fiscal year.

If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor’s Report thereon.
3. Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor’s Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted to RTA, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

**CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200
AUDIT REQUIREMENTS CERTIFICATION FORM**

Grantee's Legal Name: County of Kane

Grantee's Address: _____

Grantee's Fiscal Year*: _____
(month) (day) (year) (month) (day) (year)

*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): Ride in Kane Phase 19 & 20 Operating

Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.

I certify our agency did not expend \$750,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

Our agency will submit the audit no more than nine months after the end of the fiscal year.

Grantee's Signature: _____ Date: _____

Print Name and Title: _____

Phone: (____) _____ E-Mail: _____

Please return to: Regional Transportation Authority
Lalaine Alvarez, Director, Audit
alvarezl@rtachicago.org



Section 5310

Program Management Plan

March 2021

175 W. Jackson Blvd., Suite 1650
Chicago, IL 60604

(312) 913-3200
RTAChicago.org

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INTRODUCTION

Overview of the Regional Transportation Authority

The Illinois State Legislature created the RTA in 1974 to provide public transportation in the six counties of Cook, DuPage, Kane, Lake, McHenry, and Will Counties. The RTA, governed by a 16-member Board, is responsible for fiscal planning and policy oversight of public transportation in the six county RTA region. The actual operation of transit services is the responsibility of the RTA's service boards: the Chicago Transit Authority (CTA), the Commuter Rail Division (Metra), and the Suburban Bus Division (Pace).

Overview of the Section 5310 Program

The Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) is a federal program administered by the Federal Transit Administration (FTA). The goal of the program is to improve mobility for seniors and individuals with disabilities throughout the country by removing barriers to transportation service and expanding transportation mobility options. The program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas—large urbanized, small urbanized, and rural.

The Governor of Illinois designated the RTA to receive and dispense FTA Section 5310 funds. The RTA as the designated recipient is responsible for overseeing and administering a portion of the Section 5310 program in Northeastern Illinois that includes the six-county RTA region, comprising Cook, DuPage, Kane, Lake, McHenry and Will counties, plus the urbanized portions of Kendall County, Sandwich Township (DeKalb County), Somonauk Township (DeKalb County), and Aux Sable Township (Grundey County). The Illinois Department of Transportation (IDOT) is co-designated recipient of Section 5310 funding, and administers the vehicle purchasing through its Combined Vehicle Purchase Program.

Overview of the Program Management Plan

This Program Management Plan (PMP) describes the Regional Transportation Authority's (RTA) policies and procedures for administering the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. The RTA developed the PMP in accordance with current Federal Transit Laws and regulations as well as Circular 9070.1G. The PMP facilitates RTA's management and administration of the Section 5310 program in accordance with federal requirements. It also serves as a Section 5310 program guide to the general public and prospective applicants and will assist the FTA in its oversight responsibilities by documenting RTA's procedures and policies for administering these programs. As the designated recipient, the RTA is required to have an approved PMP on file with the FTA Region V office and to update it regularly to incorporate any changes in program management or new requirements. The PMP will be incorporated by reference and made a part of every Technical Services Agreement (TSA) between the RTA and any subrecipient of Section 5310 funds.



The RTA continues to monitor the Job Access/Reverse Commute (JARC) program¹, an activity that will continue through close-out of the active grants and will continue to be administered as delineated in the RTA's JARC/NF Program Management Plan.

PROGRAM GOALS & OBJECTIVES

The following goals were developed in coordination with the Human Services Transportation Plan (HSTP) Project Advisory Committee, a group of regional stakeholders who serve as an advisory committee to the RTA:

- Improve mobility for seniors and individuals with disabilities throughout Northeastern Illinois by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, RTA will provide financial and technical assistance to prospective awardees and recipients of Section 5310 funding for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.
- Meet the federal requirements associated with receiving FTA funding Section 5310.
- Develop projects that encourage local coordination efforts.
- Facilitate the flow and appropriate level of Section 5310 program funding to the region by ensuring that the HSTP fully complies with the federal regulations and with the spirit and intent of the Section 5310 Program.
- Establish a framework by which proposed projects requesting Section 5310 program funding can be solicited and selected through a fair and equitable process.
- Ensure that all components of the Plan/Programs have benefited from a comprehensive public involvement effort that has effectively reached out to public, private, and non-profit transportation providers, human services providers and other stakeholders representing persons with disabilities, seniors, and the general public.
- Encourage not only coordination among services supported by the Section 5310 Program, but also coordination among the broad array of community transportation services in the seven-county region.

¹ The federally funded Job Access Reverse Commute (JARC) program provided operating and capital assistance for transportation services that met the needs of low-income individuals and of reverse commuters. The New Freedom program provided public transportation alternatives beyond those required by the Americans with Disabilities Act. The RTA administered these two programs until 2013, when the JARC program was ended and the New Freedom program was rolled into the Section 5310 program.

ROLES & RESPONSIBILITIES

Federal Transit Administration (FTA)

The FTA, through its Region V Office in Chicago, has federal oversight responsibilities over local public and specialized transportation assistance programs. Regional responsibilities include reviewing and approving grant applications, program management plans, and grant management activities.

HSTP Project Advisory Committee (PAC)

This committee of regional stakeholders helped update the Human Services Transportation Plan (HSTP). The members include representatives from the RTA Service Boards, IDOT, CMAP, the seven Northeastern Illinois counties, human services agencies that reflect populations of seniors, individuals with disabilities and low-income individuals and private non-profit and private for profit agencies. The HSTP PAC will continue to serve as an advisory body to the RTA, focusing on the ongoing implementation of the Section 5310 program.

Project Selection Team (PST)

The project selection team (PST) is made up of seven representatives: two representatives from the Illinois Department of Transportation (IDOT), two from the RTA and two from the Chicago Metropolitan Agency for Planning (CMAP) and one from Easterseals. The PST members review each of the applications and score based on the criteria (identified later in this document) and recommend a Program of Projects that is released for public comment.

Regional Transportation Authority (RTA)

The RTA as a designated recipient is responsible for overseeing and administering the Section 5310 Programs in Northeastern Illinois including the development a biennial Program of Projects (POP)². In this capacity, the RTA also solicits applications, reviews and selects applications for funding, approves the POP, and submits the POP with the award applications to FTA. In addition, the RTA distributes award funds, conducts program planning, certifies the eligibility of applicants and project activities, monitors project activity for compliance with federal requirements, monitors usage of program assets by awardee, and oversees project

² The Program of Projects (POP) consists of projects (and the associated budgets) selected by the project selection team from the pool of applications submitted during the call for projects.

audit and close-out. The RTA also provides ongoing technical assistance to subrecipients and prospective subrecipients.

RTA was responsible for leading the development of the HSTP and will be responsible for certifying that projects receiving Section 5310 funding were included in the HSTP. The RTA also staffs the HSTP Project Advisory Committee (PAC) and the Project Selection Team. The Project Selection Team is responsible for conducting the technical evaluation of project submittals in accordance with the HSTP.

Illinois Department of Transportation (IDOT)

IDOT is a co-designated recipient of Section 5310 funds. The co-designation status was approved by the Chicago Metropolitan Agency for Planning (CMAP), the Metropolitan Planning Organization (MPO) for Northeastern Illinois. Under this arrangement, IDOT will be responsible for project selection and the award of Section 5310 funded paratransit vehicles and RTA will be responsible for all other Section 5310 projects.

IDOT will solicit applications for the Combined Vehicle Program (CVP), review the applications and select awardees. This funding will be for the purchase of lift and ramp-equipped paratransit vehicles for eligible program recipients. IDOT also remains the agency responsible for the management of that program. IDOT is a member of the HSTP PAC and a member of the Project Selection Team.

Chicago Metropolitan Agency for Planning (CMAP)

The Chicago Metropolitan Agency for Planning (CMAP) is the regional planning agency for northeastern Illinois and staffs the MPO Policy Committee, which is designated as the region's Metropolitan Planning Organization (MPO). CMAP has an established committee structure to help carry out the functions of the agency. Two of these committees, Human and Community Development and Transportation, also have specific roles with regard to the 5310 Program within the framework of their respective missions. The Human and Community Development Committee is made up of human service providers and advocates for older adults, persons with disabilities, and individuals with lower incomes. The committee is charged with providing advisory input to the CMAP board on proposed regional plans, projects, and policies from a human services based perspective. The RTA consults with this committee on the 5310 Program. The Human and Community Development Committee provided feedback on the updated HSTP. The CMAP Transportation Committee is charged with promoting a regional transportation system that is safe, efficient, and accessible while sustaining the region's vision related to the natural environment, economic and community development, social equity, and public health. The Transportation Committee includes public and private transportation providers, IDOT, representatives of municipalities and the counties of Northeastern Illinois. The Transportation Committee is also responsible for recommending projects for inclusion in the region's long-



range plan and the region’s Transportation Improvement Program. The updated HSTP was presented to the CMAP Transportation Committee as well as the CMAP MPO Policy Committee for endorsement.

Once a recommended POP is developed, it is submitted to the CMAP Human and Community Development Committee and CMAP Transportation Committee during the public comment period for information purposes. Two CMAP staff members also serve on the Project Selection Team. In addition, RTA has adopted the public participation requirements of the MPO in accordance with the FTA C 9030.1E Chapter V, Section 6d.

COORDINATION

The Coordinated Public Transit – Human Services Transportation Plan

The Coordinated Public Transit-Human Service Transportation Plan (HSTP) was first developed in 2007 and updated in 2013 to reflect the creation of the Section 5310 program as part of new transportation legislation at the time, Moving Ahead for Progress in the 21st Century (MAP-21) and most recently updated in 2021. The updated HSTP is included in this document as Exhibit A.

The creation of the HSTP and subsequent updates to the document was a collaborative planning effort led by the RTA to identify and recommend regional and local strategies that encourage the most effective use of available community transportation services to enhance mobility for the region’s older adults, persons with disabilities and persons with low incomes. The scope of the project covered the seven counties of Cook, DuPage, Lake, Kane, McHenry, and Will, as well as urbanized portions of Kendall County, Aux Sable Township in Grundy County and Sandwich and Somonauk Townships in DeKalb County. Recommendations were derived from extensive outreach to stakeholders, riders and rider representatives.

Any projects to be funded with Section 5310 funding must be derived or included in a locally developed human services coordinated plan, such as the HSTP.

ELIGIBLE SUBRECIPIENTS

Entities considered eligible under federal guidelines for the Section 5310 Programs are eligible for funding in Northeastern Illinois. Generally, private non-profit organizations, or state or local government authorities that: (1) is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no non-profit organizations readily available in the area to provide the service. Governmental authorities eligible to apply for Section 5310 funds as “coordinators of services for seniors and individuals with disabilities” are those designated by the state to coordinate human service activities in a particular area. Examples of



such eligible governmental authorities are a county agency on aging or a public transit provider which the state has identified as the lead agency to coordinate transportation services funded by multiple federal or state human service programs.

Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation, and therefore eligible subrecipients. “Shared-ride” means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride in order for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides.

The RTA encourages prospective applicants, which may not have the resources to assume the responsibilities of a subrecipient, to consider partnering with an RTA Service Board when the proposed project is within the RTA six-county area. A successful partnering approach eases the administrative burden on the smaller or inexperienced agency, while allowing the public transit operator and partnering agency to pool their expertise to develop a successful project.

The RTA is also responsible for entering into supplemental agreements, as necessary, with the RTA Service Boards: Chicago Transit Authority, Metra, and Pace, which, as Section 5307 direct recipients are eligible to be direct recipients for Section 5310 projects.

LOCAL SHARE & LOCAL FUNDING REQUIREMENTS

The use of non-cash or soft match for Section 5310 projects is more restrictive than federal guidelines. RTA is allowing non-cash or soft match only for volunteer transportation program activities, physical improvements, computer hardware, and computer software.

Restricting the use of non-cash match to certain activities is designed to be consistent with and supportive of developing sustainable projects, a policy that has been strongly supported by the PAC. Obtaining the local cash match for a project in its initial stages, combined with other forms of local support, is a strong indicator of the potential sustainability of the project and thereby is encouraged by this policy.

Federal guidelines allow for non-cash match provided either through donations, volunteer services and in-kind contributions or through the use of transportation development credits³. The RTA has elected to permit only the use of cash match.

³ Under this provision, a state is permitted to use certain toll revenue capital expenditures as a credit toward the non-federal matching share of eligible Transit projects.

If a project is providing service through a contract operator and the project meets the definition of a “traditional” capital project⁴, that awardee will still provide the equivalent of a 50% match for the contracted operations. The RTA retains discretion to allow for a 20% match (where allowable) in instances of financial need or hardship. This decision was reached to maintain equity among projects that are providing operations and to discourage additional reliance on federal assistance. One issue that was cited in the HSTP is the difficulty of achieving financial sustainability for these services. It was felt that increasing the federal share for projects is counterproductive to developing sustainable projects.

Local match funding must be drawn down at the same rate as awarded Section 5310 funds. This is to prevent delayed FTA drawdowns and potential loss of FTA funding due to inactivity. IDOT will be responsible for the awarding and purchase of Section 5310 vehicles, as noted previously. RTA will not be accepting applications for vehicles.

PROJECT SELECTION CRITERIA & METHOD OF DISTRIBUTING FUNDS

Overview of Project Selection and Funding Allocation Process

In determining a fair and equitable process for project selection, the PAC took into consideration the needs of projects that are still in operation and the need to allow for the implementation of new projects.

The following describes the process for funding allocation in the region:

- Funds will be allocated to IDOT, the designated recipient that will be responsible for selecting and awarding paratransit vehicle grants, based on the recent annual average of Section 5310 paratransit vehicle awards to Northeastern Illinois recipients.
- The balance of the estimated apportionments each year will be available to RTA. RTA will use this amount to defray RTA administration costs (if needed) and award eligible Section 5310 projects to Northeastern Illinois recipients.

⁴ Section 5310(b) provides that of the amounts apportioned to states and designated recipients, not less than 55 percent shall be available for traditional Section 5310 projects—those public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Further, the law provides that a recipient may allocate the funds apportioned to it to: a. A private nonprofit organization; or b. A state or local governmental authority that: is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no nonprofit organizations readily available in the area to provide the service.

- A competitive call for projects is released on a biennial basis, which allows for awarding two years of funding to potential operating projects. Applications received will be screened for eligibility by RTA staff and the Project Selection Team
- The Project Selection Team utilizes criteria approved by the PAC. In the event RTA submits an application, the RTA will recuse itself from scoring its own application(s) to ensure a fair and transparent project selection process.
- Separately, IDOT will solicit and evaluate paratransit vehicle grant applications in fulfillment of their role as designated recipient for that portion of the program.
- The Project Selection Team may recommend project approval at an amount and scope less than originally requested for any Section 5310 project submitted for consideration. In that instance, consultation will take place with the project applicant. The Selection criteria is summarized in the next section; detailed application and selection criteria are included in Exhibit B.

CRRSAA Apportionment Allocation

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) was signed into law. CRRSAA included supplemental appropriations for COVID-19 relief for the transit industry, specifically including Section 5310. The RTA will award the full Section 5310 appropriation to Pace Suburban Bus to support their ongoing Regional Call Center operations, which support many ongoing Section 5310 operating projects. Any additional recovery funds appropriated in 2021 will be included in the RTA’s biennial Call for Projects.

Project Selection Criteria

Projects are first screened to determine whether they meet the following eligibility criteria:

- The proposed project addresses eligibility criteria laid out in the Section 5310 circular (FTA C 9070.1G, page III-9)
- The proposed project application identifies and addresses an unmet need identified in the HSTP
- A local match will be supplied

Eligible projects are then awarded points based on the following categories:

- Consistency with and support for the HSTP, *Invest in Transit: The 2018-2023 Regional Transit Strategic Plan for Chicago and Northeastern Illinois* and CMAP’s *ON TO 2050* plan.
- Project utilizes or coordinates with existing public transportation providers and private human service agencies



- Project demonstrates coordination between one or more partnering agency and improves access for target population
- Project provides for a mobility management function
- Project markets to the target population and promotes public awareness
- Project coordinates with existing public transportation providers and private human service agencies
- Applicant demonstrates ability to implement proposed project and manage federally-funded grants
- Applicant provides plan for assessing the proposed project’s performance through the course of the project, including tracking yearly data

Prospective Applicant Outreach Process

Consistent with establishing and maintaining an open and transparent process, the RTA’s policy is to disseminate information and provide technical assistance to the maximum extent possible. Prospective applicants and the public are provided information on goals, eligible projects and activities, eligible applicants, selection criteria, description of the project selection process and Project Selection Team, available funding, local match guidelines, and the performance-monitoring program. This information is made available and disseminated through a variety of means:

- The RTA releases notice of the Call for Projects through various databases maintained by the RTA and CMAP, notifying over 3,000 individuals and organizations
- The Call for Projects timeline and all application materials are available on the RTA Website
- Program staff will meet with prospective applicants and interested parties in advance of or during the call for projects to answer questions prospective applicants may have
- The selection process utilizes evaluation criteria developed in consultation with the PAC.
- All applications received and the final approved POP are published on the program website rtachicago.com/section5310.
- The RTA will invite each unsuccessful applicant to a separate debriefing session designed to assist the applicant in understanding why a particular project was not chosen and to help RTA gain insights on how the process may be improved for future calls for projects

- Applicants are provided with RTA staff contact information so they may receive technical assistance with the application or to obtain information on the program.
- Application materials include program information, funding availability and the criteria for screening and/or evaluation of the applications.

ANNUAL PROGRAM OF PROJECTS DEVELOPMENT & APPROVAL PROCESS

Program of Projects Development

A competitive call for projects is held biennially (every other year) to solicit new capital and operating projects and continuation projects. Upon the initiation of a call for projects all pertinent materials regarding the selection of projects will be published on the rtachicago.com/Section5310 web site. The call is typically released in the spring with the program of projects selected by the Project Selection Committee (PSC) based on the published eligibility and selection criteria. The recommended program of projects is then presented to the RTA Board for approval in the fall, following a public comment period.

Approval Process Overview

Once the recommended POP is developed by the Project Selection Team, it is released for a public comment period. During this public comment period, the recommended POP is presented to CMAP's Transportation Committee and the HSTP PAC for comment. Upon the conclusion of the public comment period, the RTA Board considers approval of the recommended POP. Once approved by the RTA Board, the projects will be submitted to the Transportation Improvement Program (TIP)⁵ and the application will be submitted to FTA for approval.

ADMINISTRATION, PLANNING & TECHNICAL ASSISTANCE

Based upon federal transportation legislation and FTA guidelines, designated recipients of Section 5310 funding may utilize up to 10% of each annual apportionment to support program

⁵ The Transportation Improvement Program (TIP) is metropolitan Chicago's agenda of surface transportation projects. The TIP lists all federally funded projects and regionally significant, non-federally funded projects programmed for implementation in the next five years.

administrative costs including administration, planning, and technical assistance (these funds are referred to as “program administration funds”). This activity may be funded entirely by federal funds and does not require local match. In accordance with these guidelines, the RTA will allow up to 10% of the total fiscal year apportionment allocated to RTA to defray administration, planning and technical assistance expenses. RTA will primarily use these funds for the administration of the Section 5310 program and to provide technical assistance to current and prospective recipients. Subrecipients will also be allowed to have up to 10% of the federal portion of their budget assigned to defraying Section 5310 project administrative expenses.

TRANSFER OF FUNDS

Pursuant to C9070.1G, Chapter III, Section 5310 Funds cannot be transferred to other programs. Additionally, funds apportioned for large UZAs cannot be transferred to other areas.

PRIVATE SECTOR PARTICIPATION

Federal law requires the public to be involved in the transportation planning process, and specifically requires that private providers be provided an opportunity to be consulted in developing transportation plans and programs in both urbanized and rural areas. Public involvement processes must be proactive and provide complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement throughout the transportation planning and programming process. To this end, the HSTP PAC includes private for profit and non-profit representation. As noted previously, the CMAP Human and Community Development and Transportation Committees also have representatives of both private for profit and private non-profit sector represented, providing these agencies an opportunity to participate in the development of the HSTP and the Section 5310 POP.

CIVIL RIGHTS

The RTA agrees to comply with all applicable civil rights statutes and implementing regulations notated in the Section 5310 Circular (9070.1G). The RTA filed its most recent Title VI Program with the FTA on October 27, 2017. The program is currently under review by the FTA. In addition, the RTA specifically requires in all third party contracts and grant agreements that the contractor/recipient comply with all requirements of Title VI. Subrecipients are required to maintain and submit to the RTA a Title VI plan that complies with federal requirements.

The RTA last submitted an update to its DBE program to the FTA in July 2014, and submitted its DBE Triennial goal in August 2017. The RTA will submit an updated Triennial goal in 2019. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the RTA's DBE Program is incorporated into and made part of its third party contracts and agreements. The RTA specifically states in its third party contracts/grant agreements that breach of the RTA DBE Program and/or failure by the contractor/recipient to honor all commitments made to DBEs at the time of award will be considered a breach of contract. In addition, the RTA monitors invoices received to ascertain, among other things, that the contractor/recipient is providing the agreed upon work to any DBE subcontractors/subrecipients and that such DBE companies are being paid in a timely fashion.

Any awardee under FTA programs is required to comply with all applicable Federal civil rights statutes and with the implementing regulations for the statutes. FTA implements the Civil Rights Act of 1964 by prohibiting discrimination under projects, programs or activities receiving financial assistance because of race, color, creed, national origin, sex or age. The laws include: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Disadvantaged Business Enterprise and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

The requirements for Civil Rights compliance are extended to subrecipients. Subrecipient assurances under Title VI and the other civil rights requirements are included in the application for assistance, in the required Annual Certifications and Assurances and in the contract with RTA. Subrecipient awardees are also required to identify any lawsuits or complaints alleging discrimination in service filed with the awardee. Civil rights monitoring will concentrate on how the awardee is providing service. Title VI also assures that funds are passed through to subrecipients and their project without regard to race, color, or national origin.

Subrecipient awardees requesting or receiving capital or operating assistance in excess of \$1 million in Federal funds in the previous Federal fiscal year or requests or received planning assistance in excess of \$250,000 in the previous Federal fiscal year or employing 100 or more transit-related employees are required to develop and submit an EEO program to the RTA. If the subrecipient meets the foregoing criteria and is also a direct recipient of FTA funds, the subrecipient should continue to submit its EEO program to the FTA. Subrecipients that meet the same monetary threshold but employ 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. EEO programs are developed to ensure that FTA applicants, recipients, subrecipients, contactors, and/or subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. Actions covered include but are not limited to hiring, promotion or upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. EEO signs need to be posted in conspicuous places, such as an employee break room, and made available to employees and applicants. Subrecipient awardees



receiving less than the above amount and employing fewer people need only to post information in their offices.

Awardees receiving more than \$250,000 in Federal funds, exclusive of rolling stock, must have DBE plans on file with the RTA. Periodic reports on plan compliance are required. Awardees receiving less than the threshold level must still make good faith efforts to utilize DBE's and must submit periodic reports on these efforts. Subrecipients with an FTA approved DBE program shall be responsible for including all data relative to expenditures of FTA funds, no matter the intermediate source, in required DBE-related FTA submissions, including those funds utilized as a sub-recipient of an FTA grant to the RTA. This provision applies to subawardees at any tier. The RTA shall receive copies of all such reports.

SECTION 504 & ADA REPORTING

The RTA agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which state the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts will be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The RTA also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794 which prohibits discrimination on the basis of disability and 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 individuals with disabilities, and any subsequent amendments to these laws. Finally, the RTA agrees to comply with applicable laws in implementing federal regulations and directives and any subsequent amendments thereto.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap by recipients of Federal financial assistance. Recipients of FTA funds are required to make special efforts to provide transportation that is accessible to individuals with disabilities. The RTA will monitor its sub-recipients' compliance with Section 504 and ADA reporting requirements using the same procedure utilized for Civil Rights compliance, as detailed in the previous section.

PROGRAM PERFORMANCE MEASURES

FTA has established performance measures for Section 5310. Designated recipients are responsible for collecting the information from the subrecipients and reporting data to FTA regarding these performance measures. The reporting and data collection measures for the



Section 5310 Program will be prescribed in the grant agreements with subrecipients. Further, Subrecipients are also required to provide a plan for assessing the project's success through defined measures as part of their program application. The Circular 9070.1G presents the program measures in Chapter II, at page II-2 and in Chapter VI, at page VI-17.

Designated Recipients and States will submit both quantitative and qualitative information available on each of the following measures, as applicable to each subrecipient:

(1) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measures in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support.

(2) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services.

(3) Physical Improvements: Additions or changes to environmental infrastructure (e.g. transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services as a result of project implemented in the current reporting year. The RTA includes additional performance measures above and beyond those required by the FTA and unique to each recommendation from the HSTP. Details can be found in the project application, which is an exhibit to the HSTP.

PROGRAM MANAGEMENT

Subrecipient Awardee Requirements

This section applies to all RTA subrecipient awardees that contract with outside sources under the 5310 Program. If a subrecipient awardee accepts operating assistance, these requirements apply to all third party purchase orders and contracts, including contracts for operations. The subrecipient awardee is the entire legal entity even if only a particular component of the entity is designated in the grant agreement and other documents. For the purposes of this Third Party Contracting guidance, "awardee" also includes any subcontractor of the awardee. Furthermore, the subrecipient awardee is responsible for assuring that its subcontractors comply with the requirements and standards of this manual, and that subcontractors are aware of requirements imposed upon them.

When procuring property and services a subrecipient awardee will follow the same procurement policies and procedures that it uses for procurements using non-RTA awarded funds providing those procedures do not contradict or lower the minimum contracting

requirements of this section. Subrecipient awardees must, as a minimum, comply with the requirements of this section and ensure that every purchase order and contract executed by it or a subcontractor using RTA provided funds includes all clauses required by federal statutes and executive orders and their implementing regulations.

Operators and Providers as Subcontractors

Subcontractors of awardees acting as either an operator or provider, which are institutions, hospitals or other nonprofit organizations, will administer contracts in accordance with these Third Party Contracting guidelines.

Procurement

To ensure compliance with federal procurement requirements, RTA makes guidance and technical assistance accessible to its awardees consistent with oversight responsibilities delegated to RTA by agreements with FTA. Each recipient, including subrecipients, of FTA seeking Federal assistance to acquire property or services in support of its proposed project is requested to certify to FTA, in accordance with FTA Circular 4220.1 and 2 CFR 200, that its procurements and procurement system will comply with all applicable third-party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Certification of compliance will be made a part of each subrecipient's application and contract with RTA.

The RTA is required to perform reviews of subrecipients in carrying out grant programs with specific reference to their compliance with statutory and administrative requirements. Accordingly, RTA will review subrecipient procurement policies when a subrecipient plans to pursue a procurement subject to its grant agreement with the RTA. This review will only take place at this time. The review shall establish whether the subrecipient's procurement procedures conform to federal regulations, if not, RTA will require the subrecipient to follow procedures as approved by RTA in accordance with federal regulations.

The RTA's Technical Services Agreement, or "grant agreement," lists all RTA and other state and federal requirements applicable to RTA's awardees. The grant agreement will incorporate this document by reference. Many of these requirements are related to awardee procurements. Awardees are advised to consult the grant agreement for additional guidance and requirements.

Liquidated Damages Provisions

An awardee may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project) from late completion and the extent or amount of such damages can be reasonably determined. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third party



contract. Any liquidated damages recovered shall be credited to the project account involved unless RTA permits otherwise.

Contract Award Announcement

If an awardee announces contract awards with respect to any procurement for goods and services (including construction services) having an aggregate value of \$3,000 or more, the awardee shall:

- Specify the amount of RTA provided funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- Express the said amount as a percentage of the total costs of the planned acquisition.

Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the awardee or subcontractor including the manner by which it will be effected and the basis for settlement.

Cost Principles and Cost Allocation

This section provides principles for determining costs applicable to service provision performed by operators or providers under third party contracts with an RTA funded awardee; and where applicable, under such grants when the awardee is a multi-purpose organization which provides funded transportation services directly.

These principles make no attempt to identify the circumstances or dictate the extent of agency and subcontractor participation in the financing of a particular project. The principles are designed to provide recognition of the full allocated costs of such an operating assistance project work under generally accepted accounting principles.

No provision for profit or other increment above cost is intended for government and non-profit subrecipients. In addition, wherever the term subcontractor is used in this section, it shall have the same meaning as provider, operator, and third party contractor.

Policy

The successful application of these principles requires development of mutual understanding between RTA, awardees and their third party contractors as to their scope, implementation, and interpretation. It is recognized that:



- The arrangements for participation in the financing of an operating assistance project are properly subject to negotiation between the subcontractor and the awardee in accordance with whichever state, federal, and local laws and regulations as may be applicable.
- Each awardee, possessing its own unique combination of staff, facilities, and experience, should be encouraged to provide services in a manner consistent with its approved service plan and objectives.
- Each awardee, in the fulfillment of its obligations, should employ sound management practices.
- The application of the principles established herein should require no significant changes in the generally accepted accounting practices of awardees. Where wide variations exist in the treatment of a given cost item, the reasonableness of such treatments will be fully considered during the rate negotiations and audit.

Application of Cost Principles in Grants Management

RTA will apply these principles and related policy guides in determining the costs incurred for such work under operating assistance projects funded in any part under an RTA grant agreement. These principles should also be used as a guide in the pricing of fixed-price contracts or lump sum agreements with subcontractors.

Allowability of Costs

These are the tests of allowability of costs under these principles:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- Be allocable to Federal awards under the provisions of this Circular.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

Direct Costs

Direct costs are those costs which can be identified specifically with a particular project objective or activity which can be directly assigned to the project, relatively easily and with a high degree of accuracy.

Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and therefore cannot be identified specifically (in whole or in part) with a particular program. Such costs are normally classified under the following functional categories:

- General administration and general expenses;
- Operating assistance and project administration expenses;
- Fixed facility operation and maintenance expenses; and
- Departmental administration expenses.

Awards under the program awarded prior to December 26, 2014, are subject to administrative requirements and cost principles found in 2 CFR Part 225. Awards made on or after December 26, 2014 shall follow guidance in 2 CFR Part 200 which supersedes and streamlines the former OMB Circulars on Uniform Administrative Guidance, A-87.

For additional details regarding cost allocation principles, awardees should refer to either Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (formerly OMB Circular A-87), as amended or 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Nonprofit Organizations," as amended.

Designated Recipient Program Management

The RTA developed a monitoring program and compliance review process to assure compliance with Federal and state requirements and to assist subrecipients with their efforts to improve project management and administration.



In general, receipt of any Federal award carries with it contractual requirements for reporting on the project's progress and for monitoring the use of award monies. Awards made by the Federal Transit Administration (FTA) are additionally monitored through performance reviews, either yearly or triennially, program management plan oversight, and site visits. In many instances, under the 5310 Program, the RTA is directly responsible for monitoring a sub-recipient/awardee's ability to manage, control, and administer Federal funds.

The Review Process for Subrecipients

Prior to the initiation of a grant agreement with a new subrecipient, an orientation meeting is held to review all federal program requirements so that the subrecipient has a clear expectation of what it must do to maintain compliance with federal requirements. Once a subrecipient has an executed grant agreement with the RTA, periodic reviews are undertaken. A full review is required every three years. Its major components are a desk review of files stored at the RTA's office and an onsite visit of the awardee's offices and operating facilities. The reviews are customized in accordance with the subrecipient's project activities. For instance, a procurement review will only be undertaken if the subrecipient has a procurement activity or is expected to have a procurement project activity.

The overall compliance review consists of meetings and physically reviewing files, notices, facilities and equipment. The review splits some of the areas for compliance review between the desk review and the site visit depending upon where documentation is maintained or stored and if it is necessary to retain an item at a specific site or that it be posted at a site.

The need for site visits at other times also varies with the type of project involved. While they may coincide with a triennial review, these visits differ from those required every three years. They are generally made to review that the Federal and RTA interest is being maintained and in transit usage. For operating projects, the site visit might be conducted once over the term of the specific Federal grant or the subrecipient agreement. For capital projects, the site would be visited once every two years for the entire term that RTA maintains an interest in the project.

Some compliance items are combined for review because of the interrelated nature of the source documents for an item or their location. A good example of this would be the on-site review of vehicle and equipment maintenance with ADA compliance and continuing control of grant funded property.

Steps in the Review Process:

- Contact with awardee by email or letter to schedule the review
- Desk Review
- Site Visit
- Compliance Report



For general site visits, the RTA has determined that the frequency will vary depending on the type of project involved. Every awardee will be visited before their project is initially implemented. For operating projects, the site will be visited one or more additional times during the term of the grant. For capital projects, the site will be visited once every two years for the entire term that RTA maintains an interest in the project. At final grant close-out RTA staff will visit the project site.

Desk Review

The desk review is performed in the RTA offices and reviews information required to be in the final grant application and ongoing reporting requirements, such as quarterly progress reports, yearly reports or requisitions.

Site Visit

RTA staff will visit all Section 5310 subrecipients. The administrative purpose of the actual site visit is to:

- Conduct a face to face review meeting with the awardee
- Review the compliance areas that pertain to a specific awardee
- Verify compliance with the regulations associated with the receipt of Federal funds
- Review financial records
- Review project records
- Review written policies
- Review preventative maintenance records and inspect vehicles, equipment and facilities

It also gives RTA and awardee staff members the opportunity to discuss technical issues.

The general structure for the on-site review day includes:

- Entrance conference
- Visit facilities
- Inspect vehicles
- On-site records review
- Exit interview and meeting.

Visiting the facility allows the reviewer to verify that the facility or the part of the facility supporting transit service is in transit usage. Additionally, it allows a general observation on the facility's condition and whether required signs are properly posted. At some awardee properties it will be necessary to ride a route to review the service and ADA compliance. In the event that an on-site review is not possible, the subrecipient may arrange to review these items virtually via video webinar. A "ride behind" can replace a "ride along" on one of the vehicles to review the vehicle service and ADA compliance. This allows the reviewer to visually inspect without boarding the vehicle.



The awardee can prepare for the on-site review by reviewing a check list that RTA will provide citing the areas being reviewed and the documents that will need to be made available. A finding of non-compliance in an area means that the awardee will need to focus on accumulating or preparing information to reach compliance. RTA staff will be available to provide assistance with reaching compliance. It is very important that appropriate staff members be available for the entire site visit. Appropriate staff members would include the general manager or executive director, the finance manager and the maintenance manager.

Compliance Review Report

Upon the conclusion of the review process a final report will be produced that includes a summary of findings, if any, and their disposition. The report will be based on the results of the on-site review(s) as included in the Compliance Review Report. The Compliance Review Report includes an itemized list of each subject area that may be reviewed as applicable (Exhibit C).

Once a subrecipient is notified of a deficiency, the subrecipient will be requested to respond with a plan to take the corrective action. In an instance where the compliance issue is not resolved to the satisfaction of the RTA, the RTA may:

- Suspend grant fund payments.
- Deem a subrecipient ineligible to receive additional grant funds either within the current program or future programs.
- Audit the subrecipient to determine compliance with contractual obligations.
- Terminate the grant contract(s).

Accounting Systems and Audit

Awardees, operators, and third party contractors are responsible for establishing and maintaining adequate internal controls over all the functions which relate to project administration and implementation. The control systems must comply with the applicable Federal, FTA Grant Management, Circular 5010.1E, as revised) and all State of Illinois requirements.

For grants funding services it is important that the service be marketed to the target populations for the program. The awardee should be able to demonstrate that such a program is in place and in use.

The local share for grants must be from non-FTA sources and may include state funds as well as unrestricted Federal funds. Subrecipients are required to have an independent audit for operating grants. This must be prepared by an independent CPA and it must include a schedule of costs, revenues, and expenditures in comparison with the Approved Project Budget. All audits

performed must meet the requirements of 2 CFR Part 200 Subpart F (formerly OMB Circular A-133), Audits of States, Local Governments, and Non-Profit Organizations.

The scope of the audit must include an examination of the awardee and/or contractor records and test of transactions sufficient to enable the audit firm to express an opinion on the following items. That the records of receipts, disbursements, assets and liabilities and the presentation of those records in the financial statements of the awardee and/or contractor are in accordance with generally accepted accounting principles. The principles are consistently applied and present fairly the financial positions of the awardee and/or contractor and the results of its operations for the period covered by the audit. That the costs incurred are eligible under the contract. Finally, the audit must review the degree of compliance with the terms and conditions of the contract, the approved program and with RTA guidance.

Closeout Procedures

RTA will use a two-step process to a move a Federal grant to closeout:

Subrecipient Closeout

Subrecipients are responsible for writing “Final Invoice” on the last invoice the subrecipient submits. This process begins when all activities in the Technical Services Agreement (TSA) are completed or all funds in in the agreement are fully expended. A final status report should accompany the final invoice. The final status report should state whether all project goals have been accomplished.

FTA Closeout

The RTA is responsible for administering the Federal grant closeout through the FTA’s TrAMS system. The RTA will make any necessary adjustments to the project budget and conduct a final grant project audit as required by Title 2 – Part 200. Grant closeout procedures are outlined in the following FTA Circulars: Section 5310, 9070.1G, page VI-15 and Grant Management Requirements, C. 5010.1E, as revised, page III-14.

“The awardee must initiate close-out of a grant when all approved activities are completed and/or applicable Federal funds expended. All close-out documentation must be submitted within 90 days of the completion of all activities in the grant. This requires notifying FTA by letter or e-mail that the grant is ready for close-out. The awardee should electronically submit the following in TRAMS as part of the grant close-out process: 1) a final budget reflecting actual project costs by scope and activity; 2) a final Federal Financial Report; 3) a final narrative MPR indicating the actual completion date of each ALI; a discussion of each ALI contained in the final budget and list of project property purchased under the grant; 4) a request to deobligate any unexpended balance of Federal funds; and 5) any other reports required as part of the terms and conditions of the grant.”



The Milestone Report will include information on the completion of the individual projects as well as the total project. All project records will be maintained by the RTA for three years.

OTHER PROVISIONS

Prospective applicants are advised to carefully review the requirements of participating in RTA funded programs. In addition to state and local contractual provisions, subrecipient awardees must comply with the various federal requirements governing federal financial assistance programs. Accordingly, prospective applicants and awardees are advised to review the required federal provisions (and source documents) detailed in this section.

Title VI Nondiscrimination

Requires that no person because of race, color, national origin, be excluded from participation in, or denied the benefits of any project funded in whole or in part with federal funds.

Equal Employment Opportunity (EEO)

Requires that any recipient of FTA funds shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, or national origin.

Section 504 of the Federal Transit Act

Prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

Americans with Disabilities Act

Prohibits discrimination against qualified individuals in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.

Bus Testing Regulations

Requires awardees to certify compliance with the federal bus testing requirements before accepting any new bus model.



Restrictions on Lobbying

Requires that no federal funds are used for lobbying and if other funds are used that specific reporting requirements are met.

Purchasing, including Buy America

- The “Common Rule “, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18. and “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations,” 49 CFR part 19, permits states to follow the same policies and procedures which they use for procurements funded with non-federal funds, to the extent permitted by Federal statutes and regulations.
- The purchasing area includes all third party purchases and contracts entered into by the awardee with Federal funds. Awardees at a minimum must have established internal procurement procedures. Awardees must insure that every purchase order and contract issued by the awardee or a subcontractor using Federal funds includes all clauses required by Federal, state, RTA and local statutes, executive orders and implementing regulations.

The RTA permits awardees to follow their own procurement policies provided that the basic Federal Third Party Contracting Guidelines standards are included in the procurement action. Those standards are detailed in FTA Circular 4220.1F, as revised.

If a awardee enters into agreement to operate service with a third party contractor the contractor is obligated to follow FTA procurement guidelines, regardless of the organizational status of the contractor, private for-profit or private non-profit.

Maintenance, Satisfactory Continuing Control, Section 504 and ADA

Section 504 of the Rehabilitation Act, which preceded the Americans with Disabilities Act (ADA), prohibits discrimination of individuals on the basis of handicap by recipients of Federal financial assistance. The ADA, in addition to requiring the provision for complementary paratransit service, requires that vehicles and facilities be accessible. ADA regulations require that public and private entities providing transportation services maintain in operative condition all accessibility features such as lifts, elevators, ramps, securement devices, signage and communication equipment. Review of the awardee’s facilities, maintenance procedures and vehicles will include a review of facility accessibility and vehicle accessibility including lifts and other accessibility features. Training materials for operators will be reviewed. A bus route may be ridden to watch the system in operation.

Under State of Illinois guidelines all equipment must be utilized 100% for transit purposes. This is consistent with FTA circulars and their requirements for continuing control of project property (C5010.1E, as revised, Chapter IV – Project Management at Section 3 e (1)) FTA C. 9070.G, at page VI-3, does encourage maximum use of vehicles funded under the program. In all instances the vehicles must be used first for program related needs. Federal policy does allow some incidental use if the other program or project uses are currently or were previously supported with Federal funds. This is considered incidental as long as it does not interfere with the program use outlined in the application.

Safety and Security

The development of formal safety and security plans is mandated for all programs. RTA will provide assistance and direction to subrecipients with the intention of making sure that the subrecipient recognizes the need for and benefit of a safety and security plan. FTA's authority in the area of safety is set forth in 49 USC 5329. Under this section FTA may conduct investigations into safety hazards and security risks. FTA and RTA are both concerned with the safety and security of transit passengers and transit workers.

While conducting the on-site compliance part of the monitoring program RTA staff should be aware of any safety or security issues at the awardee's property.

Manufacturers of vehicles and equipment will have procedures available for the safe operation of their products and for the training of operators. Certain transit providers may be affected by Federal Motor Carrier Safety Regulations and state motor carrier regulations. Insurance carriers expect and may require that specific equipment and operational practices be followed and that workplace safety guidelines be developed. Emergency preparedness procedures should be coordinated with other local agencies and governments.

Awardees should develop screening and training programs for volunteer drivers. The Agency Council on Coordinated Transportation (ACCT) published a guide "Volunteer Drivers – A Guide to Practices" to assist agencies in developing such programs. It contains useful information about managing a volunteer driver program including safety measures.

Charter Bus and School Bus

The Charter Bus requirements, Title 49 U.S.C. 5323(d), generally limit the use by public transportation operators of federally funded equipment and facilities for charters unless there are no willing and able private operators available to operate the charter. Charter regulations (49 CFR Part 604), published in the Federal Register on January 14, 2008 (73 FR 2326) state, at §604.2 (e), "The requirements of this part shall not apply to a recipient that uses Federal financial

assistance from FTA for program purposes only, under 49 U.S.C. 5310.....” This relieves the operator of a 5310 project from this requirement while operating service under this program. Additionally at Sub-part B – Exceptions §604.7 provides an exception for recipients providing charter service to a Qualified Human Services Organization. This type of organization is defined as “...an organization that serves persons who qualify for human services or transportation - related programs or services due to disability, income or advanced age.” §604.3(q). The School Bus requirements, Title 49 U.S.C. 5323(f), prohibit the use of FTA funds for exclusive school bus transportation for school students and school personnel. The regulations do permit regular service to be modified to accommodate students along with the general public.

Drug-Free Workplace and Drug and Alcohol Testing

All recipients of FTA funding are required under 49 CFR part 32 to maintain a drug-free workplace for all employees and to have an anti-drug policy, awareness program and training program. Awardees/subrecipients must notify employees that the use, manufacture, distribution, or possession of a controlled substance is prohibited in the workplace. Illinois state regulations at 30 ILCS 580/1 do require that all awardees certify that they provide a drug-free workplace.

FTA awardees that receive only 5310 program assistance are not subject to FTA’s Drug and Alcohol testing rules, but must comply with Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver’s Licenses (CDL)(49 CFR part 382). All drivers of vehicles designed to transport 16 or more passengers (including the driver) must have a CDL. Mechanics that drive the vehicles must also have a CDL.

Labor Protections

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing wage requirements on construction projects. Section 5333(a) requires the Secretary ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

PROGRAM MANAGEMENT PLAN REVISIONS

The RTA will submit this PMP to FTA for review and approval. FTA will keep copy of this PMP on file at the FTA Region V offices. An approved PMP remains valid until FTA approves a later plan submitted by the RTA, an FTA management review results in a specific request to the RTA by FTA for a revised PMP, or FTA announces significant new program documentation requirements. The RTA is responsible for revising this PMP to ensure consistency with Federal / FTA requirements. The RTA will issue timely revisions to this PMP, when needed and especially



when the information will be helpful to minority applicants, sub-recipients, and third-party contractors that will be affected by the revision.

If the RTA proposes significant revisions to this PMP, the RTA will provide an opportunity for Members of the PAC to provide comments on the proposed changes. Additionally, if this PMP is significantly changed or if the changes are considered “pervasive,” the RTA will submit a revised PMP to FTA Region V for review and approval. The RTA is not required to submit minor changes to this PMP to FTA for review and approval; however, the RTA will ensure that FTA Region V is notified regarding changes to this PMP and will provide FTA Region V with an up-to-date copy of this PMP.

Revision Date	Description
September 2018	Updated for FAST Act compliance and streamlining of content most useful for potential applicants and current awardees
March 2021	Updated to reflect the revised Human Services Transportation Plan (HSTP) and new policies and procedures for the Section 5310 program, including local match and funding policies, selection criteria and project selection team. CRRSAA apportionment and future recovery funds allocation policy documentation.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) 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.

(2) 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 of Lobbying Activities," in accordance with its instructions.

(3) 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.

* APPLICANT'S ORGANIZATION	
[Redacted]	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: []	* First Name: [Redacted] Middle Name: []
* Last Name: [Redacted]	Suffix: []
* Title: [Redacted]	
* SIGNATURE: []	* DATE: []

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2311

**APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
TRANSPORTATION PLANNING ACTIVITIES**

WHEREAS, the Council of Mayors Program of the Chicago Metropolitan Agency for Planning (CMAP) was established to provide a forum for early public involvement and partnerships in regional transportation planning efforts, to provide federal programming assistance to local agencies, and to assist with project development at the local and regional level in northeastern Illinois; and

WHEREAS, CMAP’s Kane Kendall Council of Mayors is comprised of elected local officials as provided for and defined in the Federal Highway Acts of 1970, 1973, and 1976, the Surface Transportation Assistance Acts of 1978, 1982, 1987, the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the 21st Century, the Safe, Accountable, Flexible, Efficient Transportation Equity Act, the Moving Ahead for Progress in the 21st Century Act, the Fixing America’s Surface Transportation Act, and the Bipartisan Infrastructure Act which Council of Mayors represent thirty-seven (37) municipalities in Kane, Kendall and DeKalb Counties; and

WHEREAS, the Kane Kendall Council of Mayors receives federal transportation funds through CMAP which the Council utilizes to retain professional staff assistance from the County of Kane in order to provide effective planning liaison to various regional planning and transportation agencies, to supply professional technical assistance to units of local government in order to develop and administer an annual Surface Transportation Program of over Twelve Million Dollars (\$12,000,000) and to perform planning and programming activities for the region; and

WHEREAS, the Kane Kendall Council of Mayors desires to continue to receive professional staff assistance from the County of Kane and requests that the County of Kane by and through the Kane County Division of Transportation continue to employ transportation planning professionals to provide said assistance; and

WHEREAS, Kane County is authorized to entered into an Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220); and

WHEREAS, Kane County has previously executed an Intergovernmental Agreement For Transportation Planning Activities with CMAP, the terms of which expire on June 30, 2024; and

WHEREAS, it is deemed to be in the best interests of the residents of Kane County that the County of Kane enter into an agreement for regional planning liaison services with CMAP for a one-year term expiring June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the agreement with the Chicago Metropolitan Agency for Planning (CMAP) for FY2025 Regional Planning Liaison Services is hereby approved and that the Chairman of the Kane County Board is hereby authorized to execute an agreement therefore.

Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Intergovernmental Agreement for Transportation Planning Activities

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Jackie Forbes, 630.444.3142

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

The Kane Kendall Council of Mayors receives federal transportation planning funds to perform various planning and programming activities for Kane County and Kendall County. The Chicago Metropolitan Agency for Planning (CMAP) directs these funds to the Kane County Division of Transportation in order that the County may continue to provide transportation planning staff to the Kane Kendall Council of Mayors and CMAP for regional coordination and planning activities.

The regional planning staff facilitates strategic participation by local officials in the region's transportation process as required by the Infrastructure Investment and Jobs Act of 2021. Staff also supports the Council of Mayors by providing Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) program development and monitoring, general liaison services, technical assistance, and communications assistance.

Federal funds provide \$255,448.00 (80%) toward the program and Kane County provides the local match amount of \$63,862.00 (20%).

Staff recommends approval.



Contract # C-25-XXXX Funding Source: TBD

Intergovernmental Agreement For Transportation Planning Activities The County of Kane, Illinois

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the County of Kane, Illinois, herein called GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-5 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

Signature Type or Print Name of Authorized Representative Date

Attest:

Signature Type or Print Name Date

For CMAP:

Erin Aleman Executive Director Attest Signature Date

- Part 1 Scope/Compensation/Term Part 2 General Conditions Part 3 Federal Conditions of Approval Part 4 Scope of Work/Responsibilities Part 5 Compensation for Services Part 6 FTA Certification Regarding Lobbying Part 7 Agreement Award Notification of Federal Funds

Part 1: Scope/Compensation/Term

- A. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 4.
- B. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 5. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the GOVERNMENTAL BODY such amounts as may be approved by CMAP. If an invoice is not acceptable, CMAP shall promptly provide the GOVERNMENTAL BODY a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. Transfer of funds will be made electronically. Please complete Attachment 2: Electronic Billing Information and return to CMAP at accounting@cmapp.illinois.gov.
- C. **Tax Identification Number.**

GOVERNMENTAL BODY certifies that:

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

Name of GOVERNMENTAL BODY: _____

Taxpayer Identification Number: _____

DUNS No. _____

Legal Status (Circle one): Tax-exempt Government Nonresident Alien
Other _____

- D. **Compliance with Registration Requirements.** GOVERNMENTAL BODY and its sub-contractors shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is the GOVERNMENTAL BODY'S responsibility to remain current with these registrations and requirements. If the GOVERNMENTAL BODY'S status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
- E. **Term of Agreement.** The term of this Agreement shall be from **July 1, 2024 to June 30, 2025**
- F. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1. Complete Agreement.

a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY'S obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the GOVERNMENTAL BODY shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties. No claim by the GOVERNMENTAL BODY for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

e. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.

f. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. **Chicago Metropolitan Agency for Planning Designee.** Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

3. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

4. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this

Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason the GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

5. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the GOVERNMENTAL BODY shall be used by the GOVERNMENTAL BODY for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the GOVERNMENTAL BODY who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the GOVERNMENTAL BODY may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
6. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report with reasonable notice.
7. **Access to Records.** The GOVERNMENTAL BODY shall maintain, for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

- (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The GOVERNMENTAL BODY shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (3) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

8. **Cost Category Transfer Request.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without CMAP's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

Notification to CMAP is required for transfers among appropriated cost categories which exceed 10% or \$1,000 of the line item. No transfer of funds can exceed the total Agreement. The GOVERNMENTAL BODY must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

9. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY shall also meet the following minimum procedural requirements.
 - a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of CMAP.
 - b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$3,000 but less \$10,000, the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are \$40,000 greater will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of CMAP will be used, provided that the procurement procedures conform to the provisions in Part 3 (K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) CMAP authorizes such a procedure; (3) after solicitation of a number of sources, competition is determined inadequate; or (4) as otherwise permitted by law and the GOVERNMENTAL BODY's own procurement rules and regulations.
 - c. Records: The GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
 - d. No GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
 - e. GOVERNMENTAL BODY certifies that to the best of its knowledge, its sub-grantees have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
10. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
11. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:
 - a) Based on services performed, GOVERNMENTAL BODY may submit invoices as frequently as once a month, but is required **to submit invoices no later than forty-five (45) days after the**

end of each quarter within the fiscal year. Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the GOVERNMENTAL BODY cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

accounting@cmapp.illinois.gov AND
UWPReporting@cmapp.illinois.gov

- b) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each staff member, any subcontractor invoices that directly relate to the work performed during the invoice period, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the GOVERNMENTAL BODY:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- c) Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the GOVERNMENTAL BODY such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.

At the end of each fiscal year that this agreement is active, all invoices for services performed and expenses incurred by the GOVERNMENTAL BODY for the services of this Agreement completed within the expiring fiscal year (ending June 30) must be presented to CMAP no later than fifteen (15) days after the end of the fiscal year. If final, reviewed, invoices are not available by this date, the GOVERNMENTAL BODY must present a soft expenditure estimation report for the final period of the fiscal year to CMAP no later than (15) days after the end of the fiscal year. This report should include any available expenditure documentation available at the time, as well as a narrative estimation of the remaining costs for the final period of the fiscal year. The purpose of the soft expenditure estimation is to book expenditures in the fiscal year in which they occurred. Expenditures not booked in the proper fiscal year cannot be paid once the fiscal year is closed. The GOVERNMENTAL BODY will then have forty-five (45) days to submit a final, reviewed, and finance-approved invoice to CMAP, at which time final payment on the invoice will be made.

Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to GOVERNMENTAL BODY'S business bank account. The GOVERNMENTAL BODY will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

12. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement and withhold further payments or prohibit the GOVERNMENTAL BODY from incurring additional obligations of funds pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the

GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 12 hereof. CMAP may determine to allow such necessary and proper costs which the GOVERNMENTAL BODY could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

13. Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to GOVERNMENTAL BODY at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of GOVERNMENTAL BODY'S default. If Termination by Default is effected by GOVERNMENTAL BODY, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to GOVERNMENTAL BODY for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by GOVERNMENTAL BODY relating to commitments which had become firm prior to termination.
- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, GOVERNMENTAL BODY shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by GOVERNMENTAL BODY in performing this Agreement, whether completed or in process.
- e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
- f. In the event GOVERNMENTAL BODY must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.

14. Location of Services. Services to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 4.

15. Allocation of Agreement Funds. The GOVERNMENTAL BODY may spend only those funds which will be reimbursed by both CMAP and the Federal government. This Agreement authorizes the GOVERNMENTAL BODY to spend no more than the limit of compensation as identified in Part 5 Compensation for Services in this Agreement. The GOVERNMENTAL BODY is required to provide the local match as outlined in Part 5 Compensation for Services.

16. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.

17. **Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
18. **Equal Employment Opportunity.** The GOVERNMENTAL BODY will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the GOVERNMENTAL BODY shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The GOVERNMENTAL BODY shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
19. **Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
20. **Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
21. **Prohibited Interest.**
 - a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
 - b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
 - c. The GOVERNMENTAL BODY warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.
22. **Patents and Copyright Responsibility.**
 - a. The GOVERNMENTAL BODY agrees that any material or design specified by the GOVERNMENTAL BODY or supplied by the GOVERNMENTAL BODY pursuant to this Agreement shall not infringe any patent or copyright and the GOVERNMENTAL BODY shall

be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the GOVERNMENTAL BODY.

b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the GOVERNMENTAL BODY'S promise as contained in paragraph a of this clause, the GOVERNMENTAL BODY shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.

c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102 or to U.S. Office of Management and Budget Circular No. A-21, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

23. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP as pertains to this agreement. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

24. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the GOVERNMENTAL BODY.

25. **Software.** All software, related computer programs, and source code produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP and the GOVERNMENTAL BODY shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

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

26. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to

authorize other material to do so. The GOVERNMENTAL BODY shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

27. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the GOVERNMENTAL BODY from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP.
28. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
29. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the GOVERNMENTAL BODY'S offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
30. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
31. **Workers' Compensation Insurance.** The GOVERNMENTAL BODY and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
32. **Independent Contractors.** The GOVERNMENTAL BODY'S relationship to CMAP in the performance of this Agreement is that of an independent contractor. The GOVERNMENTAL BODY'S personnel performing work under this Agreement shall at all times be under the GOVERNMENTAL BODY'S exclusive direction and control and shall be employees of GOVERNMENTAL BODY and not employees of CMAP. The GOVERNMENTAL BODY shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
33. **Federal, State and Local Laws.** The GOVERNMENTAL BODY warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
34. **Hold Harmless and Indemnity.** CMAP and GOVERNMENTAL BODY shall indemnify, defend and hold harmless the other Party's officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the other Party, its officers,

directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

35. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** The GOVERNMENTAL BODY must comply with the Illinois Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
36. **International Boycott.** The GOVERNMENTAL BODY certifies that neither the GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
37. **Forced Labor.** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
38. **Assignment.**
 - a. This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and the GOVERNMENTAL BODY. Any successor to the GOVERNMENTAL BODY'S rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
 - a. The GOVERNMENTAL BODY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the GOVERNMENTAL BODY from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.
39. **Subcontracts.**
 - a. Any subcontractors or outside associates or contractors required by the GOVERNMENTAL BODY in connection with the services covered by this Agreement will be subject to the approval of CMAP. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.
 - b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
 - c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

Part 3: Federal Conditions of Approval

- 1) **Standard Assurances.** The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. All contracts, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

2) Lobbying.

- d. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- e. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- f. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- g. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- h. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- a. The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- b. The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- e. The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- f. The Age Discrimination Act (42 USC 6101 *et seq.*).

- 4) Control of Property. The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.
- 5) Cost Principles. The GOVERNMENTAL BODY certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E.
- 6) Debarment. The GOVERNMENTAL BODY certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).
- 7) Audit Requirements. The GOVERNMENTAL BODY shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).
 - a. Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
 - b. Single audit. If a non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
 - c. Financial Statement Audit. A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.
 - d. Performance Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.
- 8) Drug Free Workplace. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the

performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

- 9) Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. CMAP's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.
- 10) Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
- a. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
- b. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.
- 11) Davis-Bacon Act. To the extent applicable, the GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
- 12) Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).

As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project;
2. Will give the U.S. Secretary of Transportation, 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;

3. 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;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - i. Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - v. The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - vii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - viii. Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - ix. Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
6. Any other nondiscrimination statute(s) that may apply to the project.
 - i. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
7. Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - ii. Notification of violating facilities pursuant to Executive Order 11738;
 - iii. Protection of wetlands pursuant to Executive Order 11990;
 - iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - v. 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.*;
 - vi. 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.*;
 - vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - ix. GOVERNMENTAL BODY will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
 - x. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system; and Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

- 13) Will comply with all other federal statutes applicable to the project, including but not limited to:
- a. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY:
 - i) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
 - ii) has the necessary legal authority under State and local laws and regulations to comply with:

The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
 - iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - v) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 1. Displaced families or individuals, and
 2. Displaced corporations, associations, or partnerships,
 - vi) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 1. Displaced families and individuals, and
 2. Displaced corporations, associations, or partnerships,
 - vii) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - viii) GOVERNMENTAL BODY:
 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
 - xi) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
 - xii) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
 - xiii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
 - xiv) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
 - xv) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
 - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and
 - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public

transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

- xi. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - xii. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - xiii. Executive Order 11593, which relates to identification and protection of historic properties;
 - xiv. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - xv. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - xvi. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
 - xvii. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
 - xviii. Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- b. GOVERNMENTAL BODY will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- 14) Energy Conservation. To the extent applicable, the GOVERNMENTAL BODY and its third party Contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.
- 15) Bribery. The GOVERNMENTAL BODY certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 16) Clean Air and Clean Water Act. The GOVERNMENTAL BODY certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC §1251 et seq.).
- 17) Bid Rigging. The GOVERNMENTAL BODY certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 18) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 19) Education Loan. GOVERNMENTAL BODY certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).
- 20) Eligibility For Employment In The United States. The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.
- 21) Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and

manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- 22) Dues and Fees. The GOVERNMENTAL BODY certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- 22) Pro-Children Act. The CONTACTOR certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 23) Motor Voter Law. The GOVERNMENTAL BODY certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- 24) Health Insurance Portability Act. The GOVERNMENTAL BODY certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- 25) Criminal Convictions. The GOVERNMENTAL BODY certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 26) Illinois Use Tax. The GOVERNMENTAL BODY certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 27) Environmental Protection Act Violations. The GOVERNMENTAL BODY certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 28) Goods From Child Labor Act. The GOVERNMENTAL BODY certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).
- 29) Federal Funding Accountability and Transparency Act of 2006. The GOVERNMENTAL BODY certifies that it is in compliance with the terms and requirements of 31 USC 6101
- 30) False or Fraudulent Statements or Claims. The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.

- 31) Changed Conditions Affecting Performance. The GOVERNMENTAL BODY shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 32) Third Party Disputes or Breaches. The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the CMAP of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name CMAP as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the CMAP, the GOVERNMENTAL BODY will credit Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the CMAP's immunity to suit.
- 33) Fly America. The GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- 34) Non-Waiver. The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- 35) Preference for Recycled Products. To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- 36) Cargo Preference. Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- 37) Performance measurement. The GOVERNMENTAL BODY must relate financial data of this AGREEMENT to its performance accomplishments. Further, the GOVERNMENTAL BODY must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- 38) Project closeout. Pursuant to CFR Part 200.343 thru 200.345, the GOVERNMENTAL BODY must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the GOVERNMENTAL BODY agrees that the project should then be closed no later than 360 days after receipt and acceptance by CMAP of all required final reports.
- 39) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are

proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

All of the requirements listed in Part 3, paragraphs 1 through 39 apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Part 4: Scope of Work/Responsibilities

Project Title	Sub-Regional Transportation Planning, Programming, and Management
Sponsoring Agency	Council of Mayors/County of Kane, Illinois
Federal Amount Requested	\$255,448.00
Local Match Amount	\$63,862.00
Total Project Cost (Local Match Amount must be at least 20% of Total Project Cost)	\$319,310.00

<p>Description and Justification</p> <p>Brief Description (please provide information so that all relevant Committee, CMAP/MPO Policy Board members, and the public are able to understand the general scope and goals of the project. This information will showcase your project in future documentation, including the UWP Document)</p> <p>To provide for strategic participation by local officials in the region's transportation process as required by the FAST Act, the Regional Planning Act, and further legislation. To support the Council of Mayors by providing program development, monitoring and active management of STP, CMAQ, TAP, SRTS, BRR, HPP, ITEP and other programs as needed, general liaison services, technical assistance and communication assistance. To assist CMAP, as the Metropolitan Planning Organization for the Chicago region, in meeting Federal transportation planning requirements including development of a Long-Range Transportation Plan, Transportation Improvement Program, and Congestion Management System.</p>
<p>Major Tasks (up to 20)</p> <ol style="list-style-type: none"> 1. Communication and Public Involvement 2. Regional Planning Support and Technical Assistance 3. Program Development- Surface Transportation Program 4. Program Monitoring and Active Program Management 5. Contract and General Administrative Support
<p>Core Justification (How are the tasks and products for this project aligned with core MPO responsibilities? Does it serve to close any existing gaps in the process?)</p> <p>The Planning Liaison (PL) program provides a direct link between municipalities, counties, CMAP, IDOT and other partner agencies working to accomplish core MPO activities. PLs directly manage federally funded projects sponsored by local governments in the TIP, actively participate in the implementation of ON TO 2050, assist with air quality conformity and provide/promote local government involvement in all CMAP activities.</p>

Core Justification (please identify at least one principal of the regional priorities outline in [ON TO 2050](#) associated with this project and/or the required MPO activities. If there is more than one, please list the main principal first.)

Leveraging the Transportation System to Promote Inclusive Growth. Planning work toward continual implementation of ON TO 2050 major capital projects, including supportive land use. Local technical assistance and the formation of collaborative planning efforts.

Is this project a continuation of previous work? If so, please explain.
The PL Program is a continuous program.

Who will benefit from the interim or final products of this project?
The region's municipalities, counties, and transportation agencies and the constituents of these bodies.

What is the source of funds for the local match portion of this project?
Each Council provides matching funds from their operating budget. The Council budgets are typically funded by local governments.

Products and Completion Schedule (New Quarterly Reporting Requirement under Bureau of Business Services (BOBs 2832))		
Name of Product	Product Type	Completion Date* (Provide actual dates or quarter in which completed)
Quarterly Report	Narrative and fund expenditures	Quarterly
Annual Report	Report	Q4
Calendar of Council Meetings	Website Calendar	Ongoing
Council meeting agendas, materials, and minutes	Website and distributed	Ongoing
Council Website/Web Pages	Website	Ongoing
Council Newsletters and Emails	To Members	Ongoing
Program and funding information for Council members	To Members, Website	Ongoing
Attend CMAP trainings	Meetings	Ongoing
Training opportunity announcements	Meetings	Ongoing

Summaries of meetings, conferences, trainings, procedural changes, new or updated regulations, and other appropriate information	Memos Internal	Ongoing
Staff recommended active and contingency programs	Report	Q1
Summary of public comments on the local program and responses to those comments	Report	Q2
Approved local STP active and contingency programs and associated TIP amendments	Report	Q2
Local STP program updates	Report	Quarterly
TIP amendments and modifications that ensure complete and updated project information in eTIP	In eTIP database	Ongoing
Complete funding applications for calls for projects issued through the eTIP database	In eTIP database	Ongoing
Project updates for all locally implemented projects utilizing state and/or federal funding	Internal and external reports or spreadsheets	Ongoing

Performance Measure Completion Schedule (New Quarterly Reporting Requirement under BOBs 2832)		
Name of Performance Measure	Quantitative Method of Tracking Progress	Completion Date* (Provide actual dates or quarter in which completed)
Regional Planning Support	Number of CMAP Board, CMAP Transportation, MPO Policy Committee, and Planning Liaison meetings attended quarterly	Q1, Q2, Q3, Q4
Active Program Management of Locally Sponsored Programs	% of TIP changes submitted during open amendments vs. TIP changes submitted between amendments	Q1, Q2, Q3, Q4

Core Activity and Task Summary for Kane/Kendall Council of Mayors

Transportation Improvement Program (TIP)	Personnel	Travel	Other Expenses	Total
TIP Data Entry	\$ 25,036.00	\$ -	\$ -	\$ 25,036.00
Annual Obligations	\$ -	\$ -	\$ -	\$ -
TIP Training	\$ 5,007.20	\$ 105.00	\$ -	\$ 5,112.20
TIP Internal Coordination	\$ 28,479.60	\$ -	\$ -	\$ 28,479.60
TIP Public Participation	\$ 2,002.88	\$ 52.50	\$ -	\$ 2,055.38
RTA 5310 Program Development	\$ -	\$ -	\$ -	\$ -
CDOT STP Program	\$ -	\$ -	\$ -	\$ -
CoM Reporting	\$ 20,028.80	\$ -	\$ -	\$ 20,028.80
CoM Federal Coordination	\$ 21,303.82	\$ 577.50	\$ -	\$ 21,881.32
CoM STP Program	\$ 101,858.30	\$ -	\$ -	\$ 101,858.30
TOTAL: TIP	\$ 203,716.60	\$ 735.00	\$ -	\$ 204,451.60
Metropolitan Transportation Plan	Personnel	Travel	Other Expenses	Total
MTP Data	\$ -	\$ -	\$ -	\$ -
MTP Coordination	\$ 3,914.64	\$ -	\$ -	\$ 3,914.64
MTP Public Participation	\$ 2,002.88	\$ 52.50	\$ -	\$ 2,055.38
TOTAL: Metropolitan Transportation Plan	\$ 5,917.50	\$ 52.50	\$ -	\$ 5,970.02
Congestion Management	Personnel	Travel	Other Expenses	Total
CMP Data	\$ -	\$ -	\$ -	\$ -
TOTAL: Congestion Management Process	\$ -	\$ -	\$ -	\$ -
Performance Monitoring	Personnel	Travel	Other Expenses	Total
PM data	\$ -	\$ -	\$ -	\$ -
CoM PM coordination	\$ 12,017.28	\$ -	\$ -	\$ 12,017.28
TOTAL: Performance Monitoring	\$ 12,017.30	\$ -	\$ -	\$ 12,017.28
Public Participation	Personnel	Travel	Other Expenses	Total
PP assistance	\$ 56,345.70	\$ -	\$ -	\$ 56,345.70
CoM PP expenses	\$ -	\$ 1,762.50	\$ -	\$ 1,762.50
TOTAL: Public Participation	\$ 56,345.70	\$ 1,762.50	\$ -	\$ 58,108.20
Operational Expenses	Personnel	Travel	Other Expenses	Total
CoM Operations	\$ 17,062.90	\$ 12,000.00	\$ 9,700.00	\$ 38,762.90
TOTAL: Operational Expenses	\$ 17,062.90	\$ 12,000.00	\$ 9,700.00	\$ 38,762.90
GRAND TOTAL	\$ 295,060.00	\$ 14,550.00	\$ 9,700.00	\$ 319,310.00

Core Activity Summary for Kane/Kendall Council of Mayors

Transportation Improvement Program (TIP)	Personnel	Travel	Other Expenses	Total
Transportation Improvement Program (TIP)	\$ 203,716.60	\$ 735.00	\$ -	\$ 204,451.60
Metropolitan Transportation Plan (MTP)	\$ 5,917.50	\$ 52.50	\$ -	\$ 5,970.00
Congestion Management Process (CMP)	\$ -	\$ -	\$ -	\$ -
Performance Monitoring (PM)	\$ 12,017.30	\$ -	\$ -	\$ 12,017.30
Public Participation (PP)	\$ 56,345.70	\$ 1,762.50	\$ -	\$ 58,108.20
Operational Expenses (Ops)	\$ 17,062.90	\$ 12,000.00	\$ 9,700.00	\$ 38,762.90
GRAND TOTAL	\$ 295,060.00	\$ 14,550.00	\$ 9,700.00	\$ 319,310.00

Core Deliverables Summary for Kane/Kendall Council of Mayors

Deliverable	Schedule
Calendar of council meetings (other)	Q3, with updates as needed
Council meeting agendas, materials, and minutes (other)	Per council schedules
Council website/web pages (web page(s))	Ongoing
Council newsletters and emails (document: pdf)	Ongoing
Program and funding information for Council members (other)	Other (Ongoing)
Training opportunity announcements (other)	As needed ()
Informational summaries (other)	0
Staff recommended STP-L programs (spreadsheet: Excel)	Q3/Q4 (of even FYs)
STP-L public comment summary (document: Word)	Q3/Q4 (of even FYs)
Approved STP-L programs (spreadsheet: Excel)	Q3/Q4 (of even FYs)
STP-L program updates (spreadsheet: Excel)	At least quarterly, following QSUs and whenever action is taken by the council to make changes
TIP amendments and modifications (other)	Ongoing and according to CMAP's Master Transportation Schedule and the IDOT Region 1 Letting Schedule
Completed funding applications (other)	As needed (Typically Q2 (of odd FYs))
Project updates (other)	No less than semi-annually
Quarterly reports (spreadsheet: Excel)	Quarterly

Part 5. Compensation for Services/Terms of Agreement

Federal Funds	\$255,448.00	80%
Subtotal	\$255,448.00	
Local Match Provided Through the GOVERNMENTAL BODY	\$ 63,862.00	20%
Subtotal	<u>\$ 63,862.00</u>	
CONTRACT TOTAL	<u>\$319,310.00</u>	

[This section intentionally left blank]

Part 6. FTA CERTIFICATION REGARDING LOBBYING

FTA CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

(1) 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) 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 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The GOVERNMENTAL BODY, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the GOVERNMENTAL BODY understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of GOVERNMENTAL BODY's Authorized Official

Date

Name and Title of GOVERNMENTAL BODY's Authorized Official:

PART 7: Agreement Award Notification of Federal Funds

Amount of Federal funds: \$185,862.37

Federal Award Identification Number (FAIN): FLQP(353)

Name of Project: 3-C Transportation Activities

CFDA Number, Federal Agency, Program Title: 20.205, Federal Highway Administration, Illinois Highway Planning and Construction

CFSA Number: 494-00-1009/494-00-1437

SAIN: 1009-40494

**ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL
OMB-CIRCULAR A-133/2 CFR Section 200.51(c)(4)**

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133/2 CFR Section 200.51(c)(4) applies to your organization, submit the certification or a copy of your OMB A-133/2 CFR Section 200.51(c)(4) single audit to CMAP at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO CMAP WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4), *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$750,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4). The Chicago Metropolitan Agency for Planning (CMAP) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by CMAP. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133/2 CFR Section 200.51(c)(4) and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to CMAP on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4) qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4) and submit a copy of the report to CMAP within the

earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

This is an annual requirement for every year in which you expended funds for this project.

2. If your agency did not expend \$750,000 (or the current OMB Circular A-133/2 CFR Section 200.51(c)(4)) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for projects costs and were not required to conduct a single audit, you must complete and return the certification statement.

This is an annual requirement for every year in which you expended funds for this project.

3. If your agency receives multiple awards from CMAP, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit or the Single Audit Not Required Certification to:

accounting@cmap.illinois.gov

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements)
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133/2 CFR Section 200.51(c)(4).

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

NOTICE

- **Do not submit this certification to CMAP with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. If does not apply to for-profit public or private entities.
- If OMB Circular A-133/2 CFR Section 200.51(c)(4) applies to your organization, this certification or a copy of your OMB Circular A-133/2 CFR Section 200.51(c)(4) single audit must be submitted to CMAP at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ did not expend \$750,000 or more in federal awards in our fiscal year _____ and was not required to have a single audit conducted.

Signature

Title

Subrecipient Contact Information

Subrecipient: _____

Contact Person: _____ Title: _____

Address: _____ Phone No. _____

Fax No. _____

Fiscal Year End: _____

Email address: _____

Attachment 2

Electronic Billing Information

Transfer of funds will be made electronically. GOVERNMENTAL BODY certifies to the following information:

Bank Name: _____

Telephone No.: _____

Account No.: _____

Bank ACH Routing No.: _____

GOVERNMENTAL BODY email address for confirmation:

Return this completed form to:

Accounting@cmap.illinois.gov

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2310

APPROVING THE KANE COUNTY 5-YEAR FY2024-2028 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

WHEREAS, the Illinois Highway Code (605 ILCS 5/5-301) requires the County Engineer of Kane County to annually update the County’s 20-year long-range transportation plan with an updated list of anticipated projects within the next 5 years, which updated list of anticipated projects is referred to as the 5-Year FY2024-2028 Transportation Improvement Program (TIP); and

WHEREAS, pursuant to Kane County Resolution No. 21-255, the Kane County Board adopted the 2050 Kane County Long Range Transportation Plan, which is a comprehensive plan that identifies major multi-modal transportation projects that respond to existing transportation deficiencies and projected development trends, provides guidance for transportation decisions and cooperative planning, increases system efficiency and personal mobility, and identifies financial resources to implement transportation projects; and

WHEREAS, proper management of the Kane County transportation system requires multi-year planning to address the demand for new and improved transportation facilities and to properly maintain existing transportation infrastructure; and

WHEREAS, the FY2024-2028 Transportation Improvement Program is a working document that provides a list of the major transportation improvements anticipated within the next 5 years and also serves as the annual update of the 2050 Kane County Long Range Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the attached FY2024-2028 Transportation Improvement Program is hereby approved and shall serve as the yearly update to the adopted 2050 Kane County Long Range Transportation Plan.

Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Kane County 5-Year FY2024-2028 Transportation Improvement Program (TIP)

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Jackie Forbes, 630.444.3142

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

Pursuant to State Statute 605 ILCS 5/5-301, the County is required to consider on an annual basis a Five-Year Transportation Improvement Program. As part of the County's long-range planning efforts, the County considers a listing of anticipated improvements and costs within the next five years. This Five-Year financial plan is referred to as Kane County's Five-Year Transportation Improvement Program (TIP).

A draft list of projects for FY2024-2028 was presented to the Transportation Committee in April. The list of over 150 projects reflected previous direction of the County Board by utilizing the adopted FY2024 Transportation Budget and the currently approved Kane County FY2023-2027 Transportation Improvement Program. No new projects have been added to the list.

The final document for approval is included in the agenda materials. Approximately 85% of the projects are current obligations or required due to safety, maintenance or federal funding commitments. Current project cost estimates of the County's cost share for the 5-Year FY2024-2028 TIP is \$367,815,413.

- Expansion Projects ~ 38% of program (Longmeadow Parkway, Randall Road, etc.)
- Modernization / Safety Projects ~ 16% of program (signals, turn lanes, etc.)
- Multi-modal Projects ~ 4% of program (bicycle, pedestrian)
- Preservation (Maintenance) Projects ~ 42% of program (bridges, pavements, etc.)

If you include project costs in the multi-year for projects in the early stages of project development, the total cost estimate increases by \$154,455,000 to \$522,270,413.

The FY2024-2028 TIP is a working document and will be updated throughout the year to address programming changes such as cost estimate changes and grant awards.

Staff recommends approval.

Kane County FY2024-2028 Transportation Improvement Program



FY2024 KDOT Budget

Corinne Pierog
Kane County Board Chair



Mark Davoust
Transportation Committee Chair

Working document

Carl Schoedel, P.E.
Director of Transportation
County Engineer

**Kane County Division of Transportation
Transportation Improvement Program
FY2024 to FY2028 (MYP)**

Expenditures -

Categories	Project Name - Description (light green)	Project Phase (funds appropriated - blue)	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029/MYP
Expansion	Anderson Road from IL 38 to Keslinger Road	Completed	2,738,267	-	-	-	-	-
Expansion	Bliss/Fabyan/Main	Completed	476,771	-	-	-	-	-
Expansion	Bliss/Fabyan/Main	Completed	2,378,377	-	-	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Underway	51,316	-	-	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Required	120,000	462,000	462,000	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Required	-	3,512,510	2,310,679	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Required	-	2,310,679	2,310,679	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Underway	45,674	-	-	-	-	-
Expansion	Dauberman Meredith Realignment	Underway	151,367	150,000	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Underway	11,710	-	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Underway	300,000	200,000	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Underway	-	11,571,764	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Underway	4,000,000	-	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Underway	50,656	-	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Underway	538,796	-	-	-	-	-
Expansion	French Road/Harmony Road Extension (Phase 1 Engineering Only)	-	-	650,000	300,000	-	-	18,000,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	-	-	400,000	400,000	-	-
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	-	-	-	-	450,000	450,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	-	-	-	-	-	2,000,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	-	-	-	-	-	20,000,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	-	-	-	-	2,000,000	-
Expansion	Jericho Road at IL 47 - IDOT IL47 Project Kennedy to Cross St	Underway	-	73,700	-	-	-	-
Expansion	Longmeadow Pkwy (B-2)-East of White Chapel to 31	Completed	250,000	250,000	-	-	-	-
Expansion	Longmeadow Pkwy (C-2) - Sandbloom to Route 25	Completed	500,000	180,000	-	-	-	-
Expansion	Longmeadow Pkwy (C-2) - Sandbloom to Route 25	Completed	1,100,000	1,100,000	-	-	-	-
Expansion	Longmeadow Pkwy (C-2) - Sandbloom to Route 25	Completed	25,923	-	-	-	-	-
Expansion	Longmeadow Pkwy (C-2a) - Soil Remediation	Completed	2,563,832	-	-	-	-	-
Expansion	Longmeadow Pkwy (C-2b) Final Roadway Improve	Underway	1,720,000	-	-	-	-	-
Expansion	Longmeadow Pkwy (C-2b) Final Roadway Improve	Underway	1,385,000	-	-	-	-	-
Expansion	Longmeadow Pkwy (C-3) - Route 25 Improvements	Completed	17,484	-	-	-	-	-
Expansion	Longmeadow Pkwy (C-3) - Route 25 Improvements	Completed	250,000	250,000	-	-	-	-
Expansion	Longmeadow Pkwy (C-5) Tree Mitigation Grow Contract	Underway	585,000	585,000	585,000	-	-	-
Expansion	Longmeadow Pkwy (D) - IL 25 to IL 62	Completed	3,323	-	-	-	-	-
Expansion	Longmeadow Pkwy (D) - IL 25 to IL 62	Completed	100,000	100,000	-	-	-	-
Expansion	Montgomery Road from IL 25 to Hill Avenue	-	-	-	250,000	250,000	-	-
Expansion	Randall Road at Highland Intersection (Phase 1 Engineering Only)	Underway	542,375	500,000	-	-	-	20,000,000
Expansion	Randall Road and Route 20 (Phase 1 Engineering Only)	-	200,000	500,000	400,000	-	-	50,000,000
Expansion	Randall Road at Alft Lane w/ Elgin	Completed	50,614	-	-	-	-	-
Expansion	Randall Road at Alft Lane w/ Elgin	Completed	92,498	-	-	-	-	-
Expansion	Randall Road at Alft Lane w/ Elgin	Completed	527,387	-	-	-	-	-
Expansion	Randall Road at Big Timber	Underway	300,000	287,695	-	-	-	-
Expansion	Randall Road at Big Timber	Required	500,000	250,000	250,000	-	-	-
Expansion	Randall Road at Big Timber	Underway	260,083	-	-	-	-	-
Expansion	Randall Road at Big Timber	Required	-	-	-	400,000	366,500	-
Expansion	Randall Road at Big Timber	Required	-	-	-	1,000,000	1,513,342	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Completed	13,149	-	-	-	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Underway	1,203,672	2,000,000	-	-	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	-	-	2,600,000	2,600,000	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	-	-	13,000,000	13,000,000	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	1,000,000	100,000	-	-	-	-
Expansion	Randall Road at I90 Interchange Improvement	Underway	49,763	-	-	-	-	-
Expansion	Randall Road at I90 Interchange Improvement	Underway	900,000	831,408	-	-	-	-
Expansion	Randall Road at I90 Interchange Improvement	-	-	1,000,000	1,000,000	1,000,000	-	-
Expansion	Randall Road at I90 Interchange Improvement	-	-	-	-	-	3,000,000	-
Expansion	Randall Road at I90 Interchange Improvement	-	-	-	-	-	30,000,000	-
Expansion	Randall Road at I90 Interchange Improvement	-	-	-	250,000	250,000	-	-
Expansion	Randall Road at IL 72	Underway	250,000	112,552	-	-	-	-
Expansion	Randall Road at IL 72	Required	300,000	179,000	-	-	-	-
Expansion	Randall Road at IL 72	Required	-	-	741,000	-	-	-
Expansion	Randall Road at IL 72	Required	-	-	5,100,000	-	-	-
Expansion	Randall Road at Keslinger Road (Phase 1 Engineering Only)	-	-	200,000	800,000	-	-	-
Expansion	Randall Road at Prairie Street (Phase 1 Engineering Only)	-	-	500,000	-	-	-	5,000,000
			25,553,038	27,856,307	30,759,357	18,900,000	37,329,842	115,450,000

**Transportation Improvement Program
FY2024 to FY2028 (MYP)**

Expenditures - Categories		Project Name - Description (light green)	Project Phase (funds appropriated - blue)	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029/MYP
Modernization / Safety		Bowes, Corron, and Nesler Roads (Phase 1 Engineering Only)	-		500,000	-	-	-	-
Modernization / Safety		Fabyan Parkway at Kirk Road	Completed	250,000	250,000	-	-	-	-
Modernization / Safety		Fabyan Parkway at IL 31 (Safety Project)	Completed	83,929	-	-	-	-	-
Modernization / Safety		Fabyan Parkway at Route 31	Underway	720,103	1,300,000	-	-	-	-
Modernization / Safety		Fabyan Parkway at Route 31	Underway	98,109	400,000	-	-	-	-
Modernization / Safety		Fabyan Parkway at Route 31	-	-	500,000	800,000	-	-	-
Modernization / Safety		Fabyan Parkway at Route 31	-	-	-	-	750,000	1,000,000	-
Modernization / Safety		Fabyan Parkway at Route 31	-	-	-	-	7,500,000	10,000,000	-
Modernization / Safety		Fabyan Parkway at Route 31	-	-	-	200,000	300,000	-	-
Modernization / Safety		Fabyan Parkway at Settler's Hill Kingsland Dr	Underway	445,552	200,000	-	-	-	-
Modernization / Safety		Fabyan Parkway at Settler's Hill Kingsland Dr	-	-	-	100,000	-	-	-
Modernization / Safety		Fabyan Parkway at Settler's Hill Kingsland Dr	-	-	-	850,000	-	-	-
Modernization / Safety		Fabyan Parkway at Settler's Hill Kingsland Dr	-	-	150,000	-	-	-	-
Modernization / Safety		Galligan Road - Freeman Road to Binnie Road	Underway	236,422	-	-	-	-	-
Modernization / Safety		Galligan Road - Freeman Road to Binnie Road	-	-	350,000	250,000	-	-	-
Modernization / Safety		Galligan Road - Freeman Road to Binnie Road	-	-	-	100,000	150,000	-	-
Modernization / Safety		Galligan Road - Freeman Road to Binnie Road	-	-	-	1,000,000	1,500,000	-	-
Modernization / Safety		Galligan Road - Freeman Road to Binnie Road	-	-	750,000	-	-	-	-
Modernization / Safety		Intersection Safety/Operational Projects - New Starts	-	250,000	250,000	250,000	250,000	250,000	250,000
Modernization / Safety		Montgomery Road at Howell Pl	Underway	445,300	400,000	-	-	-	-
Modernization / Safety		Montgomery Road at Howell Pl	Required	-	-	-	-	250,000	-
Modernization / Safety		Montgomery Road at Howell Pl	Required	-	-	-	-	2,500,000	-
Modernization / Safety		Orchard Road at Countryside Ave	Completed	86,257	-	-	-	-	-
Modernization / Safety		Orchard Road - Jericho to US30 HSIP	Completed	101,379	101,379	-	-	-	-
Modernization / Safety		Orchard Road at US30 Intersection Improvements	Completed	1,738,015	1,738,015	-	-	-	-
Modernization / Safety		Plank Road - County Line Rd to Engel Road HSIP	Underway	168,451	300,000	-	-	-	-
Modernization / Safety		Plank Road - County Line Rd to Engel Road HSIP	Required	-	-	-	140,000	-	-
Modernization / Safety		Plank Road - County Line Rd to Engel Road HSIP	Required	-	-	-	669,662	-	-
Modernization / Safety		Plank Road - County Line Rd to Engel Road HSIP	Required	-	-	100,000	-	-	-
Modernization / Safety		Plank Road - Engel to Waughon HSIP	Underway	4,291	-	-	-	-	-
Modernization / Safety		Plank Road - Engel to Waughon HSIP	Underway	199,178	-	-	-	-	-
Modernization / Safety		Plank Road - Engel to Waughon HSIP	Underway	218,427	-	-	-	-	-
Modernization / Safety		Plank Road - Romke to Brier Hill Road HSIP	Underway	310,457	200,000	-	-	-	-
Modernization / Safety		Plank Road - Romke to Brier Hill Road HSIP	Required	-	-	383,000	-	-	-
Modernization / Safety		Plank Road - Romke to Brier Hill Road HSIP	Required	-	-	2,271,786	-	-	-
Modernization / Safety		Plank Road - Romke to Brier Hill Road HSIP	Required	-	-	-	-	-	-
Modernization / Safety		Randall Road at Huntley Road	-	-	800,000	-	-	-	-
Modernization / Safety		Randall Road at Huntley Road	-	-	-	-	200,000	-	-
Modernization / Safety		Randall Road at Huntley Road	-	-	-	-	200,000	-	-
Modernization / Safety		Randall Road at Huntley Road	-	-	-	-	-	200,000	-
Modernization / Safety		Randall Road at Huntley Road	-	-	-	-	-	2,000,000	-
Modernization / Safety		Randall Road from Huntley Road to Big Timber Rd	Completed	34,011	-	-	-	-	-
Modernization / Safety		Randall Road from Huntley Road to Big Timber Rd	Completed	805,821	-	-	-	-	-
Modernization / Safety		Recessed Reflective Pavement Marker HSIP	Underway	47,915	-	-	-	-	-
Modernization / Safety		Recessed Reflective Pavement Marker HSIP	Required	-	65,000	-	-	-	-
Modernization / Safety		Recessed Reflective Pavement Marker HSIP	Required	-	65,476	-	-	-	-
Modernization / Safety		Signal System Communication Expansion	-	-	130,000	-	-	-	-
Modernization / Safety		Signal System Communication Expansion	-	-	1,170,000	1,170,000	1,170,000	1,170,000	1,170,000
Modernization / Safety		Sugar Grove - Bliss at IL47 Intersection	Completed	63,182	-	-	-	-	-
Modernization / Safety		Tyrrell Road - Raymond Drive to Mason Road	Underway	475,000	67,848	-	-	-	-
Modernization / Safety		Tyrrell Road - Raymond Drive to Mason Road	-	-	-	200,000	200,000	200,000	-
Modernization / Safety		Tyrrell Road - Raymond Drive to Mason Road	-	-	-	100,000	-	-	-
Modernization / Safety		Tyrrell Road - Raymond Drive to Mason Road	-	-	-	-	-	-	800,000
Modernization / Safety		Tyrrell Road - Raymond Drive to Mason Road	-	-	-	-	-	-	8,000,000
Modernization / Safety		Wenmoth Road at Fabyan Parkway	Underway	41,984	-	-	-	-	-
Modernization / Safety		Wenmoth Road at Fabyan Parkway	Underway	43,983	50,000	-	-	-	-
Modernization / Safety		Wenmoth Road at Fabyan Parkway	-	-	-	125,000	-	-	-
Modernization / Safety		Wenmoth Road at Fabyan Parkway	-	-	-	1,250,000	-	-	-
Modernization / Safety		Wenmoth Road at Fabyan Parkway	-	-	50,000	-	-	-	-
Modernization / Safety		Wenmoth Road at Main Street Road	Underway	40,000	47,387	-	-	-	-
Modernization / Safety		Wenmoth Road at Main Street Road	Underway	29,834	-	-	-	-	-
Modernization / Safety		Wenmoth Road at Main Street Road	-	-	-	75,000	-	-	-
Modernization / Safety		Wenmoth Road at Main Street Road	-	-	-	750,000	-	-	-
Modernization / Safety		Wenmoth Road at Main Street Road	-	-	25,000	-	-	-	-
				6,937,601	9,960,105	9,974,786	13,029,662	17,570,000	10,220,000

**Transportation Improvement Program
FY2024 to FY2028 (MYP)**

Expenditures -

Categories	Project Name - Description (light green)	Project Phase (funds appropriated - blue)	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029/MYP
Multi-Modal Active Trans	Bicycle and Pedestrian Plan Update	Underway	16,805	-	-	-	-	-
Multi-Modal Active Trans	Burlington Road Bicycle Accommodation	-	-	300,000	-	-	-	-
Multi-Modal Active Trans	Burlington Road Bicycle Accommodation	-	-	-	153,000	-	-	-
Multi-Modal Active Trans	Burlington Road Bicycle Accommodation	-	-	-	1,530,000	-	-	-
Multi-Modal Active Trans	Burlington Road Bicycle Accommodation	-	-	50,000	-	-	-	-
Multi-Modal Active Trans	Montgomery Rd Virgil Gilman HSIP	Completed	-	24,327	-	-	-	-
Multi-Modal Active Trans	Pedestrian Federally Required ADA Improvements	-	500,000	500,000	500,000	500,000	500,000	500,000
Multi-Modal Active Trans	Randall Road Multi-Modal Corridor Study	Completed	2,161	-	-	-	-	-
Multi-Modal Active Trans	Randall Road Multi-Modal Corridor Study	Underway	537,103	400,000	-	-	-	-
Multi-Modal Active Trans	Randall Road Multi-Modal Corridor Study	-	-	250,000	-	-	-	-
Multi-Modal Active Trans	Randall Road Multi-Modal Corridor Study	-	-	250,000	-	-	-	-
Multi-Modal Active Trans	Randall Road Multi-Modal Corridor Study	-	-	-	150,000	-	-	-
Multi-Modal Active Trans	Randall Road Multi-Modal Corridor Study	-	-	-	1,500,000	-	-	-
Multi-Modal Active Trans	Ride in Kane	Underway	11,862	15,000	15,000	15,000	15,000	15,000
Multi-Modal Active Trans	Ride in Kane	Underway	1,485,000	1,485,000	1,485,000	1,485,000	1,485,000	1,485,000
			2,552,931	3,274,327	5,333,000	2,000,000	2,000,000	2,000,000
Preservation	Allen Rd at Glen Oak Dr Culvert Improv	Required	208,845	-	-	-	-	-
Preservation	Allen Rd Over Hampshire Creek Maintenance	Required	10,000	65,000	-	-	-	-
Preservation	Allen Rd Over Hampshire Creek Maintenance	Required	-	10,000	-	-	-	-
Preservation	Annual Bridge Inspections	Underway	366,508	525,000	550,000	600,000	600,000	600,000
Preservation	Appraisal Services	Underway	100,000	-	-	-	-	-
Preservation	Asset Management Plan	Required	50,000	200,000	50,000	-	-	-
Preservation	Big Timber Road over Tyler and Pingree Creeks (045-3323) Maint	Required	-	5,000	-	-	-	-
Preservation	Big Timber Road over Tyler and Pingree Creeks (045-3323) Maint	Required	-	-	25,000	-	-	-
Preservation	Big Timber Road over Tyler Creek Maintenance (045-3157)	Required	-	10,000	-	-	-	-
Preservation	Big Timber Road over Tyler Creek Maintenance (045-3157)	Required	-	-	40,000	-	-	-
Preservation	Bliss Road over Blackberry Creek Maintenance	Required	-	5,000	-	-	-	-
Preservation	Bliss Road over Blackberry Creek Maintenance	Required	-	-	25,000	-	-	-
Preservation	Bliss Road over I88 (045-9959) Deck Replacement	Required	-	500,000	-	-	-	-
Preservation	Bliss Road over I88 (045-9959) Deck Replacement	Required	-	-	500,000	-	-	-
Preservation	Bliss Road over I88 (045-9959) Deck Replacement	Required	-	-	-	500,000	-	-
Preservation	Bliss Road over I88 (045-9959) Deck Replacement	Required	-	-	-	5,000,000	-	-
Preservation	Bliss Road over I88 (045-9959) Deck Replacement	Required	-	-	100,000	-	-	-
Preservation	Bliss Road over Lake Run	Completed	65,000	-	-	-	-	-
Preservation	Bridge Monitoring	Required	50,000	50,000	50,000	50,000	50,000	50,000
Preservation	Bridge Preservation	Required	100,000	100,000	100,000	100,000	100,000	100,000
Preservation	Burlington Northern over Orchard Road (045-3152) Maintenance	Required	-	50,000	-	-	-	-
Preservation	Burlington Northern over Orchard Road (045-3152) Maintenance	Required	-	-	200,000	-	-	-
Preservation	Burlington Road over Ferson Creek	Completed	23,809	-	-	-	-	-
Preservation	Burlington Road over Tributary to Ferson Creek - Maint	Required	-	200,000	-	-	-	-
Preservation	Burlington Road over Tributary to Ferson Creek - Maint	Required	-	-	750,000	-	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	-	500,000	-	-	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	-	-	-	500,000	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	-	-	-	5,000,000	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	-	-	50,000	-	-	-
Preservation	Culvert Lining	Required	50,000	50,000	50,000	50,000	50,000	50,000
Preservation	Culvert Lining	Required	225,000	225,000	225,000	225,000	225,000	225,000
Preservation	Dauberman Road over I-88 (045-9956)	Required	-	500,000	-	-	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	-	-	500,000	-	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	-	-	-	500,000	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	-	-	-	5,000,000	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	-	-	50,000	-	-	-
Preservation	Dauberman Road over Welch Creek - Maintenance	Required	-	15,000	-	-	-	-
Preservation	Dauberman Road over Welch Creek - Maintenance	Required	150,000	-	-	-	-	-
Preservation	Dunham Road NB over CC&P Railroad	Completed	18,328	-	-	-	-	-
Preservation	Dunham Road SB over CC&P Railroad	Completed	1,190	-	-	-	-	-
Preservation	On-Call Phase 3 Engineering	Underway	407,857	-	-	-	-	-
Preservation	On-Call Land Title Insurance Services	Underway	50,000	35,000	35,000	35,000	35,000	35,000
Preservation	Engineering Assistance - Wenmoth at Main & Fabyan	Underway	71,819	100,000	-	-	-	-
Preservation	Engineering Assistance	Underway	377,248	175,000	-	-	-	-
Preservation	Engineering Assistance	-	500,000	500,000	500,000	500,000	500,000	500,000
Preservation	Engineering Assistance	Underway	37,714	50,000	50,000	50,000	50,000	50,000
Preservation	Engineering Assistance	Underway	549,034	-	-	-	-	-

Transportation Improvement Program
FY2024 to FY2028 (MYP)

Expenditures - Categories		Project Name - Description (light green)		Project Phase (funds appropriated - blue)		FY2024	FY2025	FY2026	FY2027	FY2028	FY2029/MYP
Preservation	Engineering Assistance	Underway	On-Call Phase 3 Environmental - CBBEL	33,809	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Preservation	Engineering Assistance	Underway	On-Call Land Survey - HLR	278,712	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Preservation	Engineering Assistance	Underway	On-Call Material Testing Assistance - STATE	83,561	-	-	-	-	-	-	-
Preservation	Engineering Assistance	Underway	On-Call Material Testing Assistance - STATE	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Preservation	Engineering Assistance	Required	Design Engineering Services	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000
Preservation	Engineering Assistance	Required	Construction Engineering Services	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Preservation	Engineering Assistance	Required	Traffic Operations Engineering Services	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Preservation	Engineering Assistance	Required	Permit Engineering Services	270,000	270,000	270,000	270,000	270,000	270,000	270,000	270,000
Preservation	Engineering Assistance	Required	On-Call Utility Permit Review Services	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Preservation	Fabyan Parkway at Western Ave - Maintenance	Underway	Road Construction	3,511,108	-	-	-	-	-	-	-
Preservation	Fabyan Parkway over Mill Creek Maintenance	Required	Phase 2 Engineering	-	10,000	-	-	-	-	-	-
Preservation	Fabyan Parkway over Mill Creek Maintenance	Required	Bridge Maintenance	-	-	40,000	-	-	-	-	-
Preservation	Fletcher Drive over Tyler Creek (045-3025) Maintenance	Required	Phase 2 Engineering	-	10,000	-	-	-	-	-	-
Preservation	Fletcher Drive over Tyler Creek (045-3025) Maintenance	Required	Bridge Maintenance	-	-	80,000	-	-	-	-	-
Preservation	French Road over Burlington Creek - Maint (045-3072)	Required	Phase 2 Engineering	-	10,000	-	-	-	-	-	-
Preservation	French Road over Burlington Creek - Maint (045-3072)	Required	Bridge Maintenance	-	-	25,000	-	-	-	-	-
Preservation	GIS Technologies	Underway	Professional Services	55,821	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Preservation	Guardrail	Required	Phase 2 Engineering	-	30,000	-	-	30,000	-	-	-
Preservation	Guardrail	Required	Road Construction	-	-	300,000	-	-	-	-	300,000
Preservation	Guardrail - Hughes Road	Required	Road Construction	302,022	-	-	-	-	-	-	-
Preservation	Harmony Road over Trib to Hampshire Creek	Completed	Bridge Construction	24,989	-	-	-	-	-	-	-
Preservation	Harmony Road over Harmony Creek	Completed	Bridge Construction	91,650	-	-	-	-	-	-	-
Preservation	Harmony Road over I-90 (045-9967)	Required	Phase 2 Engineering	-	20,000	-	-	-	-	-	-
Preservation	Harmony Road over I-90 (045-9967)	Required	Bridge Maintenance	-	-	100,000	-	-	-	-	-
Preservation	Harter Road over Welch Creek (045-3140) Maintenance	Required	Phase 2 Engineering	-	5,000	-	-	-	-	-	-
Preservation	Harter Road over Welch Creek (045-3140) Maintenance	Required	Bridge Maintenance	-	-	75,000	-	-	-	-	-
Preservation	Hughes Road over Blackberry Creek Maintenance	Required	Phase 2 Engineering	5,000	-	-	-	-	-	-	-
Preservation	Hughes Road over Blackberry Creek Maintenance	Required	Bridge Maintenance	100,000	200,000	-	-	-	-	-	-
Preservation	Impact Fee Program	Underway	Ordinance Update	37,044	150,000	150,000	-	-	-	-	-
Preservation	Jericho Rd over Granart Culvert Improv	Underway	Bridge Construction	279,773	-	-	-	-	-	-	-
Preservation	Jericho Rd ovr Big Rock Crk Maintenance	Required	Bridge Maintenance	-	60,000	-	-	-	-	-	-
Preservation	Jericho Road over Blackberry Creek Maint (045-3190)	Required	Phase 2 Engineering	-	5,000	-	-	-	-	-	-
Preservation	Jericho Road over Blackberry Creek Maint (045-3190)	Required	Bridge Maintenance	-	-	25,000	-	-	-	-	-
Preservation	Keslinger Rd ov BlackberryCk Maintenance	Required	Bridge Maintenance	-	50,000	-	-	-	-	-	-
Preservation	Keslinger Rd over Tributary to Mill Creek (045-3076) Maintenance	Required	Phase 2 Engineering	-	5,000	-	-	-	-	-	-
Preservation	Keslinger Rd over Tributary to Mill Creek (045-3076) Maintenance	Required	Bridge Maintenance	-	-	25,000	-	-	-	-	-
Preservation	Keslinger Rd ovr Mill Creek Maintenance	Required	Phase 2 Engineering	10,000	-	-	-	-	-	-	-
Preservation	Keslinger Rd ovr Mill Creek Maintenance	Required	Bridge Maintenance	-	50,000	-	-	-	-	-	-
Preservation	Kirk Road over UPRR - Maintenance	Required	Bridge Maintenance	200,000	200,000	-	-	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Underway	Phase 2 Engineering	383,771	-	-	-	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Underway	Review - UPRR	110,535	-	-	-	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Required	Phase 3 Engineering	-	1,500,000	1,500,000	-	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Required	Bridge Construction	-	3,000,000	3,000,000	-	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Required	Right-of-Way	375,000	-	-	-	-	-	-	-
Preservation	LaFox Road over Bike Path (Campton Hills) - Maintenance	Required	Phase 2 Engineering	-	25,000	-	-	-	-	-	-
Preservation	LaFox Road over Bike Path (Campton Hills) - Maintenance	Required	Bridge Maintenance	-	-	200,000	-	-	-	-	-
Preservation	LaFox Rd over Mill Creek (South Crossing) Maint	Required	Phase 2 Engineering	-	5,000	-	-	-	-	-	-
Preservation	LaFox Rd over Mill Creek (South Crossing) Maint	Required	Bridge Maintenance	-	-	15,000	-	-	-	-	-
Preservation	LaFox Road over Mill Creek - Maint North (045-5010)	Required	Phase 2 Engineering	-	25,000	-	-	-	-	-	-
Preservation	LaFox Road over Mill Creek - Maint North (045-5010)	Required	Bridge Maintenance	-	-	100,000	-	-	-	-	-
Preservation	LaFox Road over Mill Creek (north crossing) (045-5008) Maint	Required	Phase 2 Engineering	-	-	40,000	-	-	-	-	-
Preservation	LaFox Road over Mill Creek (north crossing) (045-5008) Maint	Required	Bridge Maintenance	-	-	-	200,000	-	-	-	-
Preservation	Main Street over Big Rock Creek (045-3004) Maintenance	Required	Phase 2 Engineering	-	25,000	-	-	-	-	-	-
Preservation	Main Street over Big Rock Creek (045-3004) Maintenance	Required	Bridge Maintenance	-	-	100,000	-	-	-	-	-
Preservation	Main Street Over Blackberry Creek at IL 47	Completed	Bridge Construction	182,706	-	-	-	-	-	-	-
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Phase 2 Engineering	-	500,000	-	-	-	-	-	-
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Phase 3 Engineering	-	-	500,000	-	-	-	-	-
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Bridge Maintenance	-	-	5,000,000	-	-	-	-	-
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Right-of-Way	-	-	200,000	-	-	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Phase 1 Engineering	-	130,000	-	-	-	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Phase 2 Engineering	-	-	130,000	-	-	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Phase 3 Engineering	-	-	-	130,000	-	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Bridge Construction	-	-	-	1,300,000	-	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Right-of-Way	-	-	50,000	-	-	-	-	-

Transportation Improvement Program
FY2024 to FY2028 (MYP)

Expenditures - Categories	Project Name - Description (light green)	Project Phase (funds appropriated - blue)	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029/MYP
Preservation	Main Street over Mill Creek Maintenance	Required		15,000	-	-	-	-
Preservation	Main Street over Mill Creek Maintenance	Required	150,000	-	-	-	-	-
Preservation	Meredith Road over Union Ditch 3 (045-3141) Maint	Required	-	25,000	-	-	-	-
Preservation	Meredith Road over Union Ditch 3 (045-3141) Maint	Required	-	-	150,000	-	-	-
Preservation	Orchard Road Fence Repair	Required	-	-	1,000,000	-	-	-
Preservation	Orchard Rd - Indian Trail to Jericho	Completed	123,409	-	-	-	-	-
Preservation	Orchard Road over I-88 (045-3121) Maint	Required	-	30,000	-	-	-	-
Preservation	Orchard Road over I-88 (045-3121) Maint	Required	-	-	200,000	-	-	-
Preservation	Pavement Management System	Required	-	250,000	-	-	300,000	-
Preservation	Pavement Marking	Required	800,000	800,000	800,000	800,000	800,000	800,000
Preservation	Pavement Marking	Required	-	150,000	150,000	150,000	150,000	150,000
Preservation	Pavement Marking	Required	800,000	600,000	600,000	600,000	600,000	600,000
Preservation	Pavement Preservation	Underway	762,463	775,000	800,000	825,000	850,000	875,000
Preservation	Pavement Preservation - Cracksealing 2023	Completed	78,914	-	-	-	-	-
Preservation	Pavement Preservation - Cracksealing 2024	Underway	264,634	625,000	625,000	625,000	625,000	625,000
Preservation	Pavement Resurfacing - 2023	Completed	1,245,794	-	-	-	-	-
Preservation	Pavement Resurfacing	Underway	6,188,888	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
Preservation	Pavement Resurfacing	Underway	300,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Preservation	Peck & Keslinger Rd ovr UPRR Maintenance	Required	-	25,000	-	-	-	-
Preservation	Peck & Keslinger Rd ovr UPRR Maintenance	Required	250,000	-	-	-	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	-	300,000	-	-	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	-	-	300,000	-	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	-	-	-	300,000	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	-	-	-	3,000,000	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	-	-	50,000	-	-	-
Preservation	Peplow Road over Trib Virgil Ditch No. 3 - Maint (045-5543)	Required	-	5,000	-	-	-	-
Preservation	Peplow Road over Trib Virgil Ditch No. 3 - Maint (045-5543)	Required	-	-	20,000	-	-	-
Preservation	Plank Road over Pingree Creek (045-3155) Maint	Required	-	10,000	-	-	-	-
Preservation	Plank Road over Pingree Creek (045-3155) Maint	Required	-	-	50,000	-	-	-
Preservation	Planning	-	125,000	125,000	125,000	125,000	125,000	125,000
Preservation	Projects Funded by CMAQ	-	-	-	-	-	-	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	-	-	300,000	-	-	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	-	-	-	300,000	-	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	-	-	-	-	300,000	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	-	-	-	-	3,000,000	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	-	-	75,000	75,000	-	-
Preservation	Ramm Road over Virgil #3 Maint	Required	-	100,000	-	-	-	-
Preservation	Randall Road over US20 (045-0060) Maint	Required	-	20,000	-	-	-	-
Preservation	Randall Road over US20 (045-0060) Maint	Required	-	-	200,000	-	-	-
Preservation	Randall Road over Ferson Creek (045-3027) Maintenance	Required	-	20,000	-	-	-	-
Preservation	Randall Road over Ferson Creek (045-3027) Maintenance	Required	-	-	200,000	-	-	-
Preservation	Randall Road over I90 (045-9909) Maintenance	Required	-	30,000	-	-	-	-
Preservation	Randall Road over I90 (045-9909) Maintenance	Required	-	-	-	30,000	-	-
Preservation	Randall Road over I90 (045-9909) Maintenance	Required	-	-	-	300,000	-	-
Preservation	Randall Road over Mill Creek (045-3029) Maint	Required	-	30,000	-	-	-	-
Preservation	Randall Road over Mill Creek (045-3029) Maint	Required	-	-	30,000	-	-	-
Preservation	Randall Road over Mill Creek (045-3029) Maint	Required	-	-	300,000	-	-	-
Preservation	Randall Road over Tyler Creek UPRR Maint	Required	8,000	-	-	-	-	-
Preservation	Randall Road over Tyler Creek UPRR Maint	Required	-	8,000	-	-	-	-
Preservation	Randall Road over Tyler Creek UPRR Maint	Required	-	100,000	-	-	-	-
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	-	-	-	800,000	-	-
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	-	-	-	-	-	800,000
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	-	-	-	-	-	8,000,000
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	-	-	-	200,000	-	-
Preservation	Randall Road over UPRR Maint	Required	-	20,000	-	-	-	-
Preservation	Randall Road over UPRR Maint	Required	-	-	20,000	-	-	-
Preservation	Randall Road over UPRR Maint	Required	-	-	200,000	-	-	-
Preservation	Safety Enhancements	-	250,000	250,000	250,000	250,000	250,000	250,000
Preservation	Scott Road over Welch Creek - Maint (045-3146)	Required	5,000	-	-	-	-	-
Preservation	Scott Road over Welch Creek - Maint (045-3146)	Required	-	25,000	-	-	-	-

Transportation Improvement Program
FY2024 to FY2028 (MYP)

Expenditures -

Categories	Project Name - Description (light green)	Project Phase (funds appropriated - blue)	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029/MYP
Preservation	Stearns Bridge Corridor - FPDKC payment to transfer mitigation sites	Required	Construction	1,000,000	-	-	-	-
Preservation	Stearns Road over Fox River Maintenance	Underway	Bridge Maintenance	63,588	-	-	-	-
Preservation	Stearns Road over the Fox River (045-3166)	Required	Phase 2 Engineering	-	10,000	-	-	-
Preservation	Stearns Road over the Fox River (045-3166)	Required	Bridge Maintenance	-	-	50,000	-	-
Preservation	Stearns Road EB over N. Arm of Brewster Creek (045-3167)	Required	Phase 2 Engineering	-	5,000	-	-	-
Preservation	Stearns Road EB over N. Arm of Brewster Creek (045-3167)	Required	Bridge Maintenance	-	-	25,000	-	-
Preservation	Stearns Road WB over Trib of Brewster Creek (045-3165) Maint	Required	Phase 2 Engineering	-	5,000	-	-	-
Preservation	Stearns Road WB over Trib of Brewster Creek (045-3165) Maint	Required	Bridge Maintenance	-	-	25,000	-	-
Preservation	Structural Services - 2017	Completed	Phase 3 Engineering	14,759	-	-	-	-
Preservation	Structural Services - 2020	Completed	Engineering Services	19,438	-	-	-	-
Preservation	Structure Inspections - 2021	Completed	Bridge Inspection	71,258	-	-	-	-
Preservation	Structure Inspections - 2022	Completed	Bridge Inspection	31,964	-	-	-	-
Preservation	Structure Inspections - 2024	Underway	Bridge Inspection	478,376	-	-	-	-
Preservation	Tanner Road over Lake Run Creek Maint	Required	Phase 2 Engineering	-	5,000	-	-	-
Preservation	Tanner Road over Lake Run Creek Maint	Required	Bridge Maintenance	-	-	25,000	-	-
Preservation	Traffic Engineering Assistance	Underway	Miovision Traffic Count Services	15,000	15,000	15,000	15,000	15,000
Preservation	Traffic Engineering Assistance	Underway	On-Call Traffic Safety	75,493	150,000	125,000	125,000	150,000
Preservation	Traffic Engineering Assistance	-	Traffic Data Collection	150,000	150,000	150,000	150,000	150,000
Preservation	Traffic Signal & Light Maintenance	-	Beacon/LED	45,000	45,000	45,000	45,000	45,000
Preservation	Traffic Signal & Light Maintenance	Underway	Traffic Signal Maintenance	1,688,387	1,750,000	1,750,000	1,750,000	1,750,000
Preservation	Traffic Signal and Roadway Lighting Equipment	Underway	Road Construction	250,000	250,000	250,000	250,000	250,000
Preservation	Traffic Signal Operation Management Services (TSOM)	Underway	Traffic Signal Operation Management Services	229,184	245,000	245,000	245,000	245,000
Preservation	Network Operations & Management (NOM)	Underway	Network Operations & Management	170,053	175,000	175,000	175,000	175,000
Preservation	Tyrrell Road over I-90 (045-9906)	Required	Phase 2 Engineering	-	5,000	-	-	-
Preservation	Tyrrell Road over I-90 (045-9906)	Required	Bridge Maintenance	-	-	40,000	-	-
Preservation	Walker Road over Burlington Creek Maint	Required	Phase 2 Engineering	5,000	-	-	-	-
Preservation	Walker Road over Burlington Creek Maint	Required	Bridge Maintenance	-	20,000	-	-	-
Preservation	West County Line Road over Young's Creek - Maint	Required	Phase 2 Engineering	10,000	-	-	-	-
Preservation	West County Line Road over Young's Creek - Maint	Required	Bridge Maintenance	-	80,000	-	-	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Phase 1 Engineering	-	200,000	-	-	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Phase 2 Engineering	-	-	-	205,000	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Phase 3 Engineering	-	-	-	-	200,000
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Bridge Construction	-	-	-	-	2,000,000
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Right-of-Way	-	-	-	80,000	-
				26,767,456	27,228,000	34,765,000	41,055,000	23,515,000
Toll Operations	Longmeadow Pkwy - Debt Collection - Duncan	Underway	Consulting Services	200,000	-	-	-	-
Toll Operations	Longmeadow (C-4) Toll Facility Back Office Services (ETC)	Underway	Phase 2 Engineering	454,000	-	-	-	-
Toll Operations	Longmeadow Pkwy (C-4) - Stantec	Underway	Phase 2 Engineering	75,000	-	-	-	-
Toll Operations	Longmeadow Pkwy (C-4) - Toll Collection Services (A-to-Be)	Underway	Phase 2 Engineering	621,000	-	-	-	-
Toll Operations	Longmeadow Pkwy (C-4) - Toll Collection Services (A-to-Be)	Underway	Specialized Equipment	100,251	-	-	-	-
Toll Operations	Longmeadow Pkwy E-ZPass Membership	Underway	Consulting Services	3,750	-	-	-	-
				1,454,001	-	-	-	-

Fiscal Year Total Estimated Costs \$ 63,265,027 \$ 68,318,739 \$ 80,832,143 \$ 74,984,662 \$ 80,414,842 \$ 154,455,000

Total 5-Year FY2024-2028 Estimated Project Costs = \$ 367,815,413

Total 5-Year plus Multi-Year FY2024-02029/MYP Estimated Project Costs = \$ 522,270,413

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

REPORT NO. TMP-24-2300

PERMITTING REPORT

KANE COUNTY DIVISION OF TRANSPORTATION

Permitting Department Monthly Report – May 21, 2024

PERMITTING

Attached are spreadsheets showing issued permits for the past year (listed by road name). Also attached are the comparison graphs for access, utility and moving permits showing the number of permits issued for FY2024 versus FY2023. Below is a list of on-going access permit projects:

1. Fabyan Pkwy & Kautz Rd Extension (City of Geneva) – Design underway for the extension of Kautz Road from IL Route 38 south to Fabyan Parkway. Intersection Design Study complete. Plan review submittals ongoing.
2. Kirk Rd & Division St (east leg) – (City of Geneva) - KDOT awaiting updated plans for Bullock Campus.
3. Randall Rd & IL Route 72 (SE quadrant) – KDOT awaiting revised traffic study and concept site plan for a residential development with a proposed right-in/right-out access to Randall Road.
4. Harmony Rd – Prairie Ridge North (Village of Hampshire) - Residential development on the east and west sides of Harmony Rd from Big Timber to Kelley Rd. Temporary construction access granted to start on-site work. Plan reviews complete. Final Letter issued for Major access and Right-In/Right-Out access.
5. Big Timber & Providence – Cambridge Lakes North (Village of Pingree Grove) Plan reviews complete. Temp Construction access installed to start on-site work.
6. Main St & Deerpath Rd (City of Batavia) – Plan review submittals on-going for a Right-In/Right-Out access at the proposed Long-term Transitional Care Facility.
7. Longmeadow Pkwy & Stonegate Rd – Plan review submittals ongoing.

ACCESS CONSIDERATIONS / AGREEMENTS (IN DEVELOPMENT)

1. Randall Road / IL Route 64 (City of St. Charles) – Amendment to the 2006 IGA to allow RI/RO access to Randall Road
2. Kirk Road / Division Street (City of Geneva) – New IGA for the east leg of the intersection (Bullock Campus)
3. Big Timber Road / IL Route 47 (Village of Pingree Grove) – New IGA for the intersection of Big Timber / Providence (Cambridge Lakes North)
4. Harmony Road -- Melms Road to Kelley Road (Village of Hampshire) – New IGA for the Harmony Road corridor for multiple access points (Prairie Ridge North)
5. Fabyan Parkway / Kautz Road (City of Geneva) – New IGA for the Kautz Road extension access to Fabyan Parkway (Geneva Industrial Development).

This report is submitted for information purposes and staff recommends that it be placed on file.

Attachments: Permitting spreadsheets and charts

Detailed information available from: Doris Hohertz, P.E., Chief of Permitting, 630-406-7309

FY 2023 (Dec. 2022 thru Nov. 2023) FY 2024 (Dec. 2023 thru Nov. 2024)							
Month	Access	Utility	Moving	Month	Access	Utility	Moving
December	1	9	465	December, 2023	0	10	225
January	1	7	145	January	2	13	125
February	1	9	120	February	1	8	166
March	3	9	185	March	1	9	169
April	3	7	258	April	2	14	229
May	2	11	386	May			
June	4	19	411	June			
July	6	15	349	July			
August	4	23	380	August			
September	9	36	411	September			
October	1	22	441	October			
November	3	13	261	November			
Total thru April 2023	9	41	1173	Total thru April 2024	6	54	914

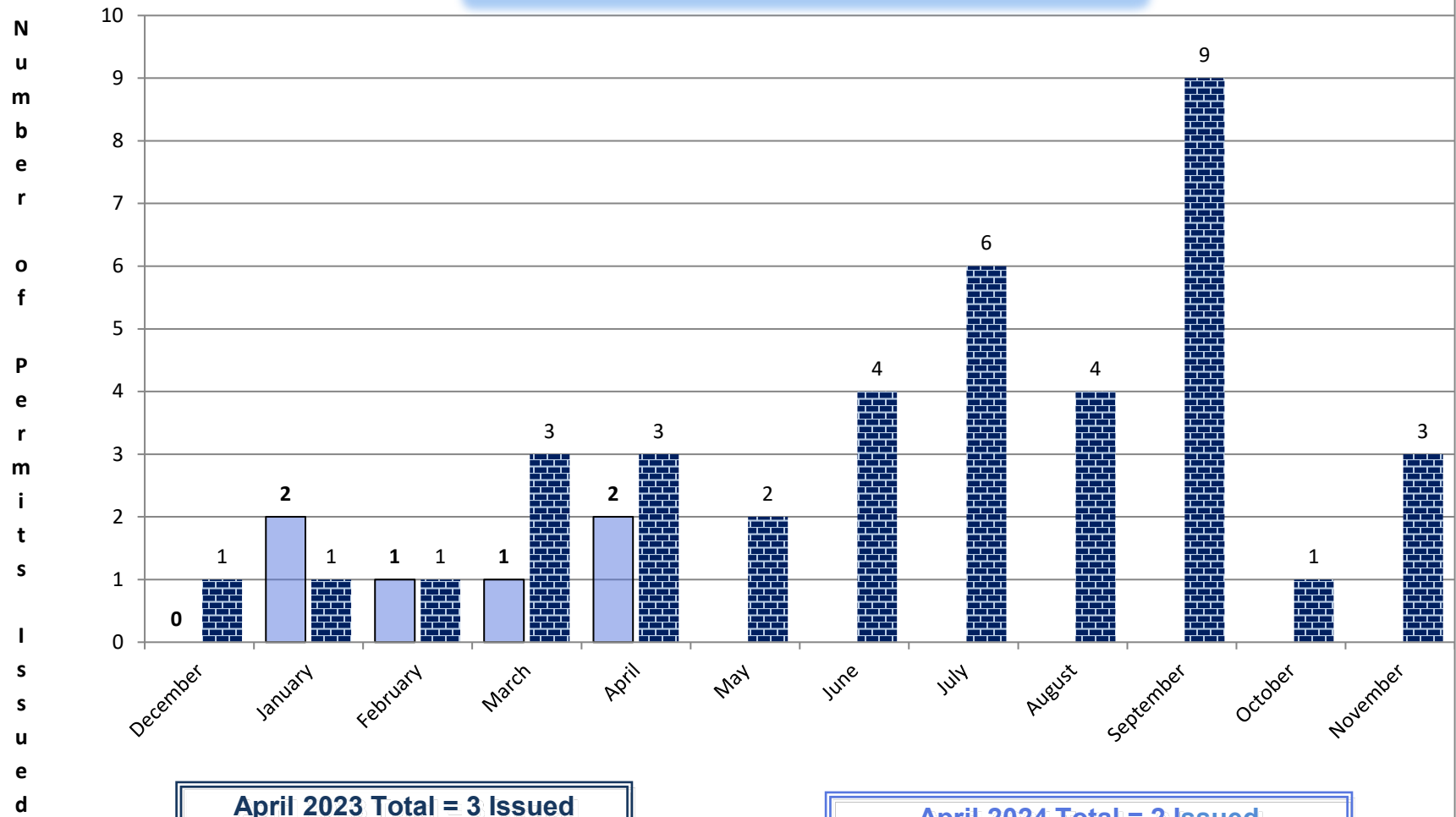
YTD Change %	- 33 %	+ 32 %	- 22 %
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Issued Permits

Fiscal Year 2023														PERMITS ISSUED		FY 2023 REVENUE \$ COLLECTED	
Month	Utility	Temp	Major	Minimum	Detour	Events	Ag	R.O.W.	Subdivison	Water Draw	Stormwater	MP-Cty	MP-TWP	Moving \$	Access \$		
Dec. 2022	9	0	0	0	0	0	0	1	0	0	0	411	54	\$26,725.00	\$16,100.00		
Jan. 2023	7	0	0	0	0	0	0	1	0	0	0	124	21	\$13,765.00	\$9,300.00		
Feb	9	0	0	0	0	0	0	1	0	0	0	101	19	\$9,510.00	\$16,450.00		
Mar	9	1	1	0	0	0	0	1	0	0	0	153	32	\$11,990.00	\$8,150.00		
Apr	7	1	1	0	0	1	0	0	0	0	0	228	30	\$22,825.00	\$12,600.00		
May	11	0	0	0	0	0	1	1	0	0	0	339	47	\$28,910.00	\$12,600.00		
June	19	0	1	0	0	1	1	1	0	0	0	331	80	\$29,445.00	\$51,200.00		
July	15	0	0	2	0	0	0	4	0	0	0	260	89	\$25,445.00	\$25,600.00		
Aug	23	0	0	1	0	0	0	3	0	0	0	324	56	\$25,705.00	\$24,400.00		
Sept	36	0	0	0	0	0	1	8	0	0	0	336	75	\$26,935.00	\$44,750.00		
Oct	22	0	0	0	0	0	0	1	0	0	0	339	102	\$28,985.00	\$20,900.00		
Nov	13	0	0	1	0	0	0	2	0	0	0	225	36	\$19,620.00	\$9,000.00		
Total thr April 2023	41	2	2	0	0	1	0	4	0	0	0	1017	156	\$84,815.00	\$62,600.00		

Fiscal Year 2024														PERMITS ISSUED		FY 2024 REVENUE \$ COLLECTED	
Month	Utility	Temp	Major	Minimum	Detour	Events	Ag	R.O.W.	Subdivison	Water Draw	Stormwater	MP-Cty	MP-TWP	Moving \$	Access \$		
Dec. 2023	10	0	0	0	0	0	0	0	0	0	0	199	26	\$15,485.00	\$5,800.00		
Jan. 2024	13	0	0	0	0	0	1	1	0	0	0	120	22	\$11,755.00	\$7,050.00		
Feb	8	1	0	0	0	0	0	0	0	0	0	138	28	\$14,105.00	\$2,650.00		
Mar	9	0	0	0	0	0	0	1	0	0	0	124	45	\$13,570.00	\$10,350.00		
Apr	14	0	0	0	0	0	0	2	0	0	0	194	35	\$19,725.00	\$16,100.00		
May																	
June																	
July																	
Aug																	
Sept																	
Oct																	
Nov																	
Total thru April 2024	54	1	0	0	0	0	1	4	0	0	0	775	156	\$74,640.00	\$41,950.00		

Access/ROW Permit Comparison Chart



April 2023 Total = 3 Issued

April 2024 Total = 2 Issued

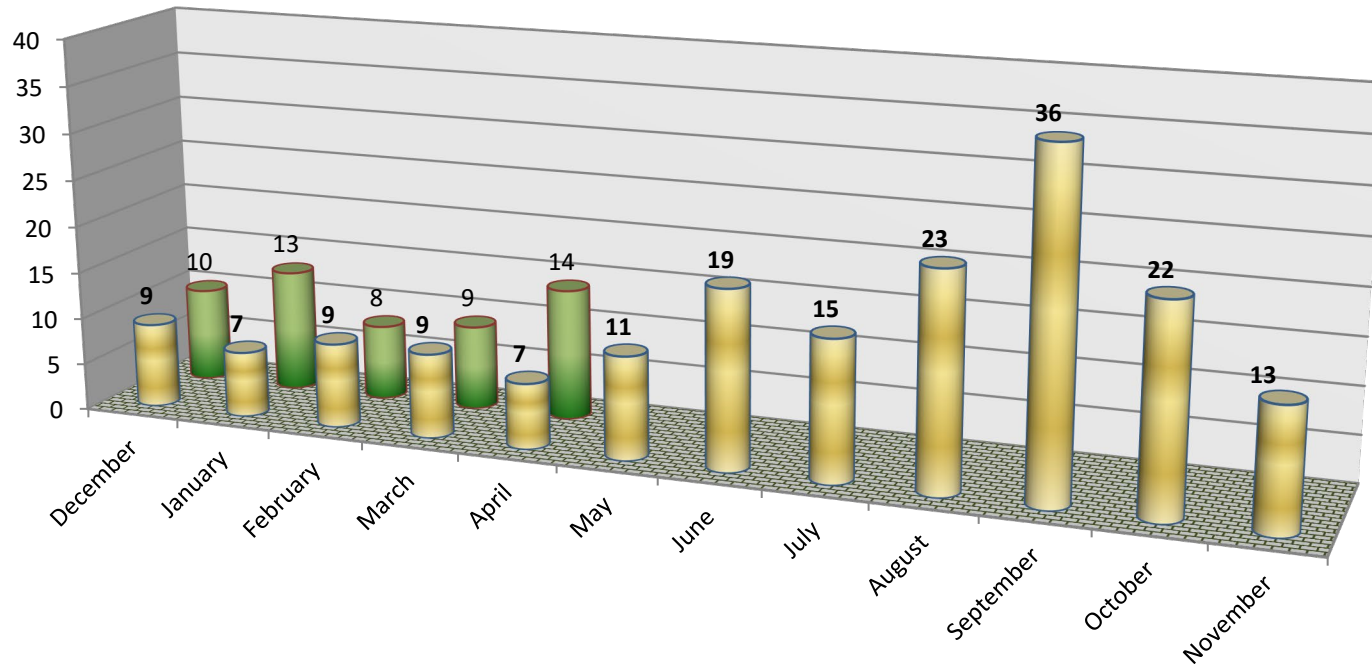
Utility Permit Comparison Chart

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April 2023 Total = 7 Issued

April 2024 Total = 14 Issued

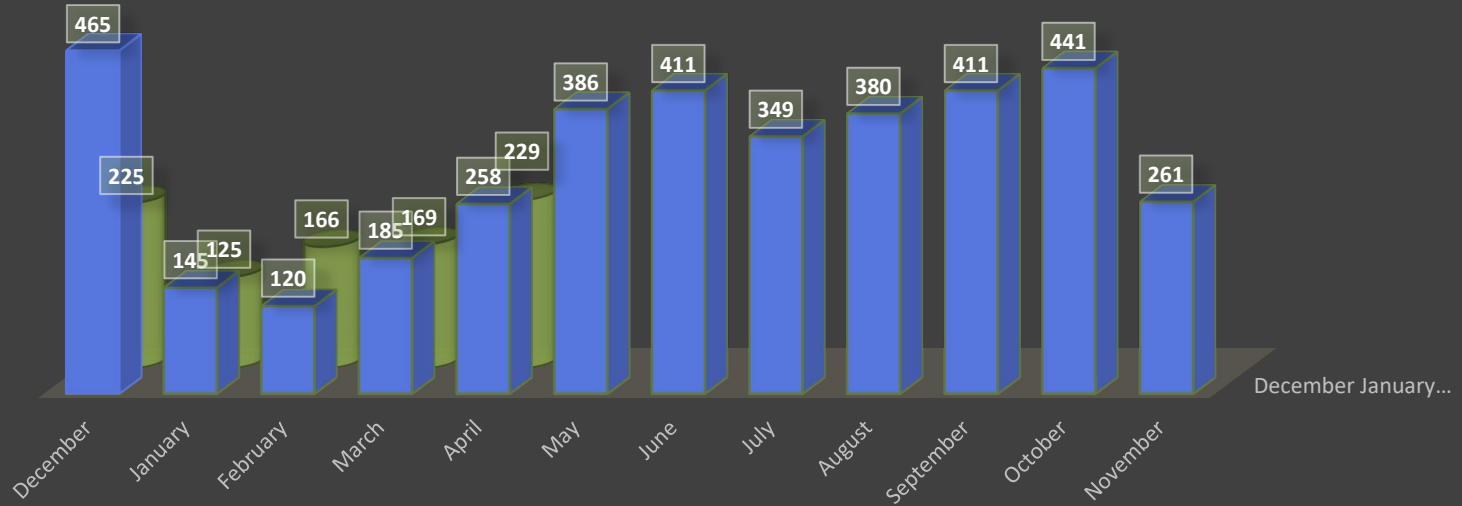
MOVING PERMIT COMPARISON CHART

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April 2023 Total = 258 Issued

April 2024 Total = 229 Issued

Permit Activity Report

Permit Status From: 02/01/2024
 Permit Status To: 04/30/2024
 Permit Status: Issued

Permit Expiration Date:
 Road Name:
 GIS Feature: ALL
 Permit Number:

Permittee Company:

Reviewer: ALL

Permit Number	Permit Status	Permittee Company	Road Name	Reviewer	Permit Issued Date	Permit Exp Date
ROW-2023-00016	Issued	ORTHOILLINOIS	Randall Rd (Co Hwy 34)	Doris Hohertz	04/05/2024	04/05/2025
ROW-2024-00005	Issued	GZA GEOENVIRONMENTAL, INC	Kirk Road	Tim Knight	03/20/2024	03/20/2025
ROW-2024-00006	Issued	RUBINO ENGINEERING, INC.	10	Tim Knight	03/04/2024	03/04/2025
ROW-2024-00008	Issued	CITY OF ELGIN	Randall Rd	Ray Johnson	04/02/2024	04/02/2025
TMP-2023-00002	Issued	DR HORTON - MIDWEST	Big Timber Road	Doris Hohertz	02/06/2024	02/06/2025
UTL-2023-00014	Issued	COMED		Doris Hohertz	02/18/2024	05/18/2024
UTL-2023-00020	Issued	INTREN LLC	McGough Rd (Co Hwy 28)	Doris Hohertz	02/26/2024	05/26/2024
UTL-2023-00066EXT1	Issued	MCC TELEPHONY OF IL LLC DBA MEDIACOM		Doris Hohertz		
UTL-2023-00100	Issued	SUBURBAN SELF STORAGE LLC	Keslinger Rd (Co Hwy 41)	Doris Hohertz	04/25/2024	07/25/2024
UTL-2023-00102	Issued	COMED	Big Timber Road	Tim Knight	03/01/2024	06/01/2024
UTL-2023-00103	Issued	COMED	Pouley Road	Tim Knight	02/23/2024	05/23/2024

UTL-2023-00112	Issued	COMCAST	Orchard Rd (Co Hwy 83)	Tim Knight	02/20/2024	05/20/2024
UTL-2023-00114	Issued	ATT ILLINOIS	Hughes Rd (Co Hwy 26)	Tim Knight	02/01/2024	05/01/2024
UTL-2023-00115	Issued	ESPO ENGINEERING	Rippburger Rd (Co Hwy 33)	Tim Knight	03/01/2024	06/01/2024
UTL-2023-00116	Issued	ESPO ENGINEERING	Russell Rd (Co Hwy 33)	Tim Knight	02/26/2024	05/26/2024
UTL-2024-00005	Issued	COMED	Lafox (Co Hwy 81), Bunker Rd (Co Hwy 16)	Doris Hohertz	03/20/2024	06/20/2024
UTL-2024-00011	Issued	COMED	Peplow Rd (Co Hwy 11)	Tim Knight	03/28/2024	06/28/2024
UTL-2024-00012	Issued	COMED		Doris Hohertz	04/04/2024	07/04/2024
UTL-2024-00013	Issued	CITY OF GENEVA PUBLIC WORKS - ELECTRIC	Kirk Rd (Co Hwy 77)	Doris Hohertz	04/29/2024	07/29/2024
UTL-2024-00014	Issued	COMED	Empire Rd (Co Hwy 69)	Tim Knight	03/06/2024	06/06/2024
UTL-2024-00015	Issued	COMED		Tim Knight	03/21/2024	06/21/2024
UTL-2024-00016	Issued	COMCAST CABLE		Tim Knight	03/01/2024	06/01/2024
UTL-2024-00018	Issued	ATT ILLINOIS		Tim Knight	03/13/2024	06/13/2024
UTL-2024-00019	Issued	ASPLUNDH TRE EXPERT LLC		Ray Johnson	04/17/2024	07/17/2024
UTL-2024-00020	Issued	COMED		Tim Knight	04/01/2024	07/01/2024
UTL-2024-00022	Issued	COMED		Tim Knight	04/12/2024	07/12/2024
UTL-2024-00023	Issued	AT&T ILLINOIS		Tim Knight	04/09/2024	07/09/2024
UTL-2024-00025	Issued	VILLAGE OF SUGAR GROVE	Bliss Rd (Co Hwy 78)	Ray Johnson	04/16/2024	07/16/2024
UTL-2024-00027	Issued	COMED		Tim Knight	04/04/2024	07/04/2024
UTL-2024-00028	Issued	COMED		Tim Knight	04/23/2024	07/23/2024

UTL-2024-00030	Issued	COMED	Main St Rd (Co Hwy 10)	Tim Knight	04/05/2024	07/05/2024
UTL-2024-00031	Issued	ATT ILLINOIS		Tim Knight	04/08/2024	07/08/2024
UTL-2024-00037	Issued	ASPLUNDH TREE EXPERT LLC		Lisa Neal	04/11/2024	07/11/2024

Permit Activity Report

Permit Company:

Road Name:

GIS Feature: ALL

Permit Number:

Reviewer: ALL

Permit Number	Permit Status	Permittee Company	Road Name	Reviewer
AAH-2023-00005	Open	TROOP 38	Bowes rd	Dustin Sundquist
AAH-2024-00009	Open	KANE COUNTY DOT	1	Dustin Sundquist
AAH-2024-00019	Open	ELGIN REPUBLICANS	Randall Road	Dustin Sundquist
AAH-2024-00025	Open		Dittman	Dustin Sundquist
AAH-2024-00026	Open		McGough Rd	Dustin Sundquist
AAH-2024-00027	Open	KANE COUNTY COUGARS	Kirk Road	Dustin Sundquist
AAH-2024-00028	Open	ENGINEERING ENTERPRISES, INC.	Bliss Rd-Denny Rd to IL Route 47-both sides	Dustin Sundquist
AAH-2024-00029	Open	KNIGHTS OF COLUMBUS	orchard rd	Dustin Sundquist
AAH-2024-00030	Open		Silver Glen	Dustin Sundquist
AAH-2024-00031	Open	ELBURN LIONS CLUB	Keslinger Road	Dustin Sundquist
AAH-2024-00032	Open	KDOT	Harter Rd	Dustin Sundquist
AAH-2024-00033	Open		Bowes	Dustin Sundquist
AAH-2024-00034	Open	SYCAMORE ODDFELLOWS	Peplow Rd	Dustin Sundquist
AAH-2024-00035	Open	ST. CHARLES BREAKFAST ROTARY	Kirk Road	Dustin Sundquist
AAH-2024-00036	Open	IRON DEER FARM	Ellithorpe	Dustin Sundquist
AAH-2024-00037	Open	ROTARY CLUB OF BATAVIA	Main Street Batavia	Dustin Sundquist
AAH-2024-00038	Open	ST PAUL'S UCC	Plank Rd	Dustin Sundquist
AAH-2024-00039	Open	CHARG, LLC	Thatcher	Dustin Sundquist

AAH-2024-00040	Open		Silver Glen Road	Dustin Sundquist
AAH-2024-00041	Open		Corron Rd	Dustin Sundquist
AAH-2024-00042	Open	BSA TROOP 7	Hughs Rd.	Dustin Sundquist
AAH-2024-00043	Open		Kirk Rd.	Dustin Sundquist
AAH-2024-00044	Open	KING FAMILY	Bowes Road	Dustin Sundquist
AAH-2024-00045	Open		Main Street Road	Dustin Sundquist
AGR-2024-00002	Open	STEWART SPREADING	Jericho Rd.	
MAJ-2023-00001	Open	DR HORTON - MIDWEST	Big Timber Road	
MAJ-2023-00002	Open	LENNAR CORPORATION		Doris Hohertz
MAJ-2024-00001	Open	HAMPSHIRE WEST, LLC	36	Doris Hohertz
MNR-2024-00001	Open		Big Timber Road	Doris Hohertz
MNR-2024-00002	Open	KIMLEY-HORN AND ASSOCIATES, INC.	10	Doris Hohertz
MNR-2024-00003	Open		Big Timber Road	Kurt Nika
PLTA20230000162	Open		LaFox Rd	
PLTA20230000513	Open	DOE- OFFICE OF SCIENCE	Kirk Rd (Co Hwy 77)	Doris Hohertz
PLTA20230000513-01	Open			
PLTA20230000669	Open	ANTUNES	Kirk Rd	Doris Hohertz
ROW-2024-00001	Open			Tim Knight
ROW-2024-00002	Open			Tim Knight
ROW-2024-00003	Open			Tim Knight
ROW-2024-00004	Open			Tim Knight
ROW-2024-00007	Open	FLOCK SAFETY	S Kirk RD	Tim Knight
ROW-2024-00009	Open	BARRINGTON HILLS POLICE DEPARTMENT		Tim Knight
ROW-2024-00010	Open	FLOCK SAFETY		Tim Knight
ROW-2024-00011	Open	FLOCK SAFETY	30	Doris Hohertz

SEV-2024-00002	Open	PROJECT MOBILITY	Campton Hills Road Anderson Road Beith Road Meredith Road Keslinger Road (East of County Line Road) Dauberman Road Harter Road County Line Road Keslinger Road (West of County Line Road) Hinkley Road Perry Road Main Street Swan Road Scott Road Davis Road Wheeler Road Dugan Road Harter Road (East of Dauberman Road) Main Street (East of Dauberman Road) Green Road Hughes Road Bunker Hill Road Fabyan Pkwy Kaneville Road Peck Road	Lisa Neal
SUB-2023-00001	Open	WOODGATE PROPERTIES LLC	Woodgate Road	Kurt Nika
TMP-2023-00001	Open		Galligan Road	Kurt Nika
TMP-2024-00002	Open	KIMLEY-HORN AND ASSOCIATES, INC.	10	Doris Hohertz
UTL-2023-00027	Open	NICOR GAS	Orchard Rd (Co Hwy 83)	Doris Hohertz
UTL-2023-00032	Open	NICOR GAS COMPANY	Dunham Rd (Co Hwy 19)	Doris Hohertz
UTL-2023-00037	Open	NICOR GAS COMPANY	Fabyan Parkway	Doris Hohertz
UTL-2023-00078	Open	MCC TELEPHONY OF IL LLC DBA MEDIACOM	Fabyan Parkway	
UTL-2023-00094	Open	PRIMERA ENGINEERS, LTD.	Randall Road (Co HWY 34)	Doris Hohertz
UTL-2023-00101	Open	NICOR GAS COMPANY	Army Trail and Dunham Rd.	Ray Johnson

UTL-2024-00002	Open	NICOR GAS COMPANY	Keslinger Rd (Co Hwy 41)	Tim Knight
UTL-2024-00007	Open	SHACTEE ENGINEERING		Ray Johnson
UTL-2024-00010	Open	SYNDEO NETWORKS, INC.		Ray Johnson
UTL-2024-00017	Open	COMCAST CABLE		Tim Knight
UTL-2024-00021	Open	NICOR GAS COMPANY	E Mill St (Co Hwy 29)	Ray Johnson
UTL-2024-00024	Open			Tim Knight
UTL-2024-00026	Open	NICOR GAS		Tim Knight
UTL-2024-00029	Open	NICOR GAS COMPANY		Tim Knight
UTL-2024-00032	Open	CEMCON, LTD.		Kurt Nika
UTL-2024-00033	Open	ESPO ENGINEERING		Tim Knight
UTL-2024-00034	Open	ESPO ENGINEERING		Tim Knight
UTL-2024-00035	Open	ATT ILLINOIS		Tim Knight
UTL-2024-00036	Open	GENEVA PARK DISTRICT		Ray Johnson
UTL-2024-00038	Open	SHACTEE ENGINEERING		Tim Knight
UTL-2024-00039	Open	NICOR GAS COMPANY		Tim Knight
UTL-2024-00040	Open	IMEG, CORP.		Tim Knight
UTL-2024-00041	Open	SHACTEE ENGINEERING		Tim Knight
UTL-2024-00042	Open	NICOR GAS COMPANY		Ray Johnson
UTL-2024-00044	Open	SYNDEO NETWORKS, INC.		Tim Knight
UTL-2024-00045	Open	SHACTEE ENGINEERING		Ray Johnson
UTL-2024-00046	Open	INTREN		Ray Johnson
UTL-2024-00047	Open	CITY OF BATAVIA		



Access Status Log

41W011 Burlington Road, Saint Charles 60175
Phone: (630) 584-1171 Fax: (630) 584-5239

County of Kane

Projects from: 2/1/2024 to 4/30/2024

Permit Number	Permit Type	Planner	Highway Name	Development Name	Date Issued	Exp Date	Status
PLTA20220001270	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream	03/22/2024	06/20/2024	Issued



Access Status Log

41W011 Burlington Road, Saint Charles 60175
Phone: (630) 584-1171 Fax: (630) 584-5239

County of Kane

Projects from: 4/1/2023 to 4/30/2024

Permit Number	Permit Type	Planner	Highway Name	Development Name	Date Issued	Exp Date	Status
PLTA20210000824	Utility Major Maintenance	Raymond Johnson	Randall Rd	AT&T			Open
PLTA20210000950	Utility Modif or New Const	Raymond Johnson	Keslinger Rd	Mediacom			Open
PLTA20210001137	Utility Modif or New Const	Raymond Johnson	BIG TIMBER	Vinakom Communications			Open
PLTA20220000470	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20220000518	Utility Modif or New Const	Raymond Johnson	Big Timber Rd	Everstream			Open
PLTA20220000520	Utility Modif or New Const	Raymond Johnson	McLean Blvd	Everstream			Open
PLTA20220001091	Utility Modif or New Const	Doris Hohertz	Randall Rd	Nicor			Open
PLTA20220001222	Utility Modif or New Const	Raymond Johnson	Montgomery Rd	Everstream			Open
PLTA20220001272	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20220001279	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20220001281	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open



Access Status Log

41W011 Burlington Road, Saint Charles 60175
Phone: (630) 584-1171 Fax: (630) 584-5239

County of Kane

Projects from: 4/1/2023 to 4/30/2024

PLTA20220001309	Utility Modif or New Const	Raymond Johnson	Randall Rd	Everstream			Open
PLTA20230000162	Utility Modif or New Const	Raymond Johnson	LaFox Rd	Comcast LaFox at Dillonfield			Open
PLTA20230000602	Utility Modif or New Const	Raymond Johnson		Everstream			Open

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

REPORT NO. TMP-24-2299

TRAFFIC OPERATIONS REPORT

KANE COUNTY DIVISION OF TRANSPORTATION

Traffic Operations Department Monthly Report – May 21, 2024

TRAFFIC OPERATIONS

1. Traffic signal and street lighting maintenance non-route items

- Fiber cable work for McHenry connection: Replaced old fiber 24F fiber cables in some sections along Randall Road. Respliced and terminated fiber cables from Stearns Road to County Line Road. The purpose of this work is to get ready for McHenry 29 TS integration into TranSuite.
- Layer III switches were programmed and were installed at the intersections of Randall Road at County Line Road and Randall Road at Stearns Road in the first week of May.
- Replaced the traffic signal controller and cabinet at Kirk Road at Wind Energy Pass. The traffic signal controller cabinet was knocked down due to a vehicle crash. This work is complete.
- KDOT took maintenance of the RRFB at the intersection of Huntley Road and Broadsmore Drive on 4/18/2024.
- Final traffic signal inspections and maintenance transfers were on May 1, 2024 for the following intersections:
 - Randall Road at Broadsmore Drive
 - Randall Road at Huntley Road
 - Randall Road at Longmeadow Parkway
 - Huntley Road at Longmeadow ParkwayPunch list items need to be completed by the contractor
- Wire reconnection for the WAYSIDE HORN SYSTEM (WHS) and UP RR controller cabinet at LaFox Road on May 7, 2024.

2. General Engineering projects:

- Reviewing the ATMS Agreement between Kane County and McHenry County to allow McHenry 29TS to be deployed in Kane County TranSuite. TransSuite security restriction training was on 4/24/2024. TransSuite 101 one day training for Kane County staff, McHenry staff, consultants and contractor was on 4/30/2024.

Ongoing Routine Activities:

- Daily monitoring of interconnected traffic signal system and Intelligent Transportation System (ITS), and devices such as cameras, malfunction management units, detection systems, and battery backup systems.
- Manage and oversee electrical maintenance contractor activities in the routine maintenance of traffic signals, street lighting, flashing beacons, and other ITS devices
- Record and investigate received motorist operation related complaints.

This report is submitted for information purposes and staff recommends that it be placed on file.

Attachments: **N/A**

Detailed information available from: Phoebe Wu, Chief of Traffic Operations
630-208-3139

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

REPORT NO. TMP-24-2298

PROJECT IMPLEMENTATION REPORT

KANE COUNTY DIVISION OF TRANSPORTATION

Project Implementation Report

Project websites are at <http://kdot.countyofkane.org/pages/projects/highway-projects.aspx>

Monthly Report May 21, 2024

Construction Highlights

- Dauberman Road Extension – A proposed new roadway extension from US 30 south to Granart Road with a new grade separated crossing over US 30 and the BNSF RR to improve safety, access, and system continuity. The contractor is placing forms and framing around the new beams on both new bridges in preparation for the deck pours. Drainage work is also still underway as well as placement of fill material and stone around outlet pipes. Bridge girders are now installed over both US 30 and the BNSF RR. Anticipated completion is late 2024, weather permitting.
- Longmeadow Parkway Section C-2B – Final mainline pavement contract from Sandbloom/Williams to the Bolz Connector Road. Staff recently met with the contractor to discuss start times and logistics. Construction is anticipated for early May with substantial completion by the end of the year.
- Plank Road from Engel Road to Waughon Road – Improvements will include shoulder widening, installation of centerline and shoulder rumble strips, installation of recessed reflective pavement markers, ditch grading and shaping, and other ancillary work to complete the improvement. Utilities have been relocated and work is anticipated to begin in a few weeks. Project is expected to be complete by summer of 2024, weather permitting.
- Fabyan at Western intersection Improvement - This project will involve total removal of the PCC wearing surface of the intersection and replacement with HMA. Existing perched water conditions and improvements to drainage will be addressed during this improvement. The project will start this season and is expected to be completed by the end of the year, weather permitting.

Design Highlights (construction letting dates dependent upon completion of land acquisition)

- Bunker Road Extension – Keslinger Road to LaFox Road – PE II and ROW are ongoing to extend Bunker Road from its current northern terminus at the LaFox Metra station to LaFox Road north of the LaFox Village District Center. The project was included in the County's adopted long-range transportation plans since 2004, and identified in the late 1990's as an improvement that could reduce congestion and provide a better north/south connection in the central portion of the County. The proposed extension incorporates the existing underpass of the UP RR tracks constructed as part of the Metra West Line extension in 2006 to accommodate the Bunker Road extension and a roundabout at the intersection of Bunker and Keslinger Roads.
- Dauberman Road/Meredith Road Realignment – PE1 work is underway to determine the optimal realignment to connect Dauberman Road to Meredith Road. Several alignments south of Keslinger Road are currently being considered and refined.
- Fabyan Parkway from IL 31 to IL 25 – A Planning and Environmental Linkages (PEL) study for the intersection of Fabyan and IL 31 was completed in summer 2023 resulting in a report providing several feasible alternatives for further design consideration as shown on the project website. PE I is underway to determine the optimal realignment of the intersection of Fabyan and IL 31. Because of the improvements being considered for the intersection of

Fabyan and IL 31, there will also need to be improvements to the Fabyan Parkway over the Fox River Bridge and to the Fabyan Parkway at IL 25 intersection. Bicycle/pedestrian accommodations at the intersections and across the bridge will also be considered.

- Fabyan Parkway at Settler’s Hill and at Kingsland Drive – PE I is underway for this locally funded intersection and roadway improvement project along Fabyan Parkway. To improve traffic flow and safety at both intersections, Fabyan will be widened for auxiliary turn lanes and the two side roads will be widened for channelization. ADA improvements will be considered.
- Galligan Road from Binnie Road to Freeman Road – PE I is underway for this roadway and intersection improvement project to include capacity and safety improvements. Intersection improvements will include installation of traditional traffic signals and/or roundabouts at each intersection. The project will also include pavement widening for installation of a bi-directional turn lane, culvert replacement, earthwork for future multiuse path construction, and associated drainage improvements. ROW will also be needed for this project.
- Kirk Road over UP RR, Metra & Tyler Creek – The existing 18-span bridge will be replaced with three single span bridges over the Union Pacific Railroad, Reed Road and White’s Creek with the remaining spans filled and supported with retaining walls. PE II and ROW continue for this bridge replacement and roadway reconstruction/add lanes along Kirk Road between Cherry Lane and IL 38.
- Longmeadow Parkway Bridge Corridor – New alignment and new bridge over the Fox River
 - Tree Growing Contract – plan preparation is nearly complete - targeting construction letting during 2024
- Montgomery Road at Howell Place – PE I/II is underway for this locally funded intersection improvement project. Improvements to this three-legged intersection with a temporary traffic signal and a commercial entrance to the south (that acts as a fourth leg to the intersection) will include widening and potential roadway reconstruction along Montgomery between Pleasant Place and Kingston, installation of permanent signals, crossing/ADA improvements, and potential reconfiguration of the commercial entrance to the south of the intersection.
- Plank Road from Romke Road to Brier Hill Road – PE II is underway for this federally-funded safety improvement project to provide shoulder widening, installation of centerline and shoulder rumble strips and recessed reflective pavement markers and ditch grading.
- Plank Road from West County Line Road to Engel Road – PE I is underway for this federally-funded safety improvement project to provide shoulder widening, installation of centerline and shoulder rumble strips and recessed reflective pavement markers and ditch grading.
- Randall Road at IL 72 Intersection Reconstruction – PE 2 is underway to improve intersection capacity, pedestrian movements and safety at this location that exhibits some of the highest traffic volumes in Kane County. Proposed improvements will include widening to incorporate a third through lane along Randall Rd, auxiliary lanes will be lengthened on all approaches, traffic signal modernization and roadway resurfacing. Pedestrian accommodations include a 10-ft paved multi-use path in the northwest quadrant that will connect to the recreation center. Pedestrian pads will be provided in the northeast and southwest quadrants with crosswalks on the north and west legs of the intersection. A graded shelf to accommodate a future multi-use path will be provided on the west side of Randall Road south of IL Route 72, for future connectivity.

- Randall Road at Big Timber Road Intersection Reconstruction – PE 2 is underway to improve intersection capacity, pedestrian movements and safety. Proposed improvements will include widening to incorporate a third through lane, re-alignment of the west leg of Big Timber Rd to improve the intersection angle and sight distance, implementation of a free flow eastbound right turn lane, restriping of the northbound left turn lane to create dual left turn lanes, auxiliary lanes will be lengthened on all approaches, traffic signal modernization and roadway resurfacing. Pedestrian accommodations include a 5-ft sidewalk in the northeast, northwest and southeast quadrants with crosswalks on the north and east legs of the intersection. A 10-ft paved multi-use path will be provided on the east side of Randall Road, south of Big Timber, for future connectivity.
- Randall Road at US 20 Interchange Improvements – A PEL study was completed in spring 2022 for the interchange and its surrounding intersections. The key elements of the study were to address increased traffic volumes, access demand and competing jurisdictional interests within the compressed footprint. A contract is being negotiated for Phase I with a design consultant and is expected to be brought to the Transportation Committee in June or July 2024.
- Randall Road over I-90 Interchange – A PEL study was completed in fall 2021 for the Randall Road corridor between Big Timber Road and IL 72, centered on the I-90 interchange. This section of Randall Road is one of the most heavily traveled county highways in Kane County. Randall Road serves multiple critical uses:
 - The region’s sole north-south arterial
 - A critical link to I-90 and the Chicago metropolitan area
 - A generator of commercial and industrial development

The PEL study provided several feasible alternatives for further design consideration available on the project website. PE I is underway and five alternatives are being examined. In May 2023, virtual and in-person public meetings were held, public comments were received and compiled. PE I is underway. The initial five alternatives have been narrowed to one and that is being further refined. A public meeting will be held in late summer or early fall.

- Randall Road at Hopps Road and over CN RR – PE II and ROW acquisition are underway for the proposed reconstruction of the intersection and grade separated crossing over the CN RR. The primary objective is to build upon other ongoing safety and capacity improvements along Randall Road, to evaluate long-range safety and capacity improvement needs and to connect the multi-use path that exists along the west side of Randall Road to the north and south. The project will include a slight realignment of Randall Road to the west, and a realignment of Hopps Road to address safety concerns with the existing intersection angle and to correct the reverse curve super-elevation transition that exists within the intersection.
- Randall Road Multi-Modal Improvements - Two concurrent PE I studies are underway to consider multi-modal improvements for 9.4 miles along Randall Road from College Green Drive to the northern County line. The goal of this project is to create a plan for all modes of transportation to travel safely along Randall Road. Improvements may consist of off-road shared use paths, sidewalks, pedestrian structures and/or intersection crossing improvements as needed to provide full corridor connectivity along Randall Road.

- Randall Road at Highland Avenue – PE I continues for Randall Road at Highland Avenue with limits extending from Foothill Road to Fletcher Drive to include reconstruction of Randall Road to include 3 travel lanes in each direction separated by a barrier median and intersection improvements at Fletcher Drive, Royal Boulevard, Highland Avenue, Brookside/Tall Oaks Drive and Win Haven Drive. The existing cross section for Randall Road includes shoulders and generally an open drainage system, which is anticipated to be converted to an urban cross section with curb and gutter and a closed drainage system. A separate off-road bike path will also be considered along the west side of Randall Road, with potential pedestrian accommodations along the north side of Highland Avenue.
 - Tyrrell Road from Raymond Road to Mason Road – PE I is underway to provide corridor improvements for the subject location. The primary objective of this project is to provide modernization with safety and capacity improvements and connectivity with multi-modal accommodations.
 - Various Engineering Projects – There are dozens of active projects in various stages of engineering, land acquisition or construction. Please contact our office if you have a question on the status of a specific project or visit <http://kdot.countyofkane.org/pages/projects/highway-projects.aspx>
-

Attachments: Construction photos

Detailed information available from: Steve Coffinbargar, Assistant Director, 630-406-7170

KANE COUNTY DIVISION OF TRANSPORTATION

2024 CONSTRUCTION PROJECT UPDATE

May Transportation Committee



KDOT Maintenance crews work with the contractor to remove the toll signs on the LMP C-2B Contract



Drone photos capture the sign removal ceremony for the LMP C-2B project



Crews work on bridge deck construction as well as drainage and site work on the Dauberman Road Extension project

Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois for 2024 Kane County Paint Pavement Marking Program, Kane County Section No. 24-00000-03-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Steve Coffinbargar, 630.406.7170

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$808,981.93
If not budgeted, explain funding source: N/A	

Summary:

On April 2nd, 2024, one bid was opened at Kane County Division of Transportation for the above-mentioned project which will place water borne paint on various roads throughout the County to increase driver safety. The work will involve painting center, edge, arrow and message lines on the roads as well as proper traffic control.

The lowest qualified bid of \$808,981.93 was submitted by Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois. Preform Traffic Control Systems, Ltd. is IDOT prequalified in Pavement Markings (Paint) (027A) as required in the contract specifications.

Kane County Division of Transportation staff reviewed the bid submitted to determine compliance with the Kane County Ordinance. After review of the bid, it was determined that the bid submitted did not meet all guidelines set forth within the Responsible Bidder Ordinance (RBO) provisions of the Kane County Purchasing Ordinance. Consistent with the terms of the RBO, the bid was then reviewed for compliance with the remaining sections of the Kane County Purchasing Ordinance. After completing this review, KDOT is recommending approval the low bidder Preform Traffic Control Systems, Ltd.

This project has an anticipated completion date of September 20, 2024, weather permitting and is funded with local funds.

Staff recommends approval.



preform traffic control systems, ltd.

625 Richard Lane • Elk Grove, IL 60007 • Phone (847) 718-0041 • Fax (847) 718-0049

Date: April 2, 2024

To: Kane County Government Center
Purchasing Department, Bldg A
719 S. Batavia Ave.
Geneva, Illinois 60134
Email: purchasing@countyofkane.org

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, Illinois 60175
Email: kdotcomments@co.kane.il.us

From: Preform Traffic Control Systems, Ltd.
Graham Schwartz, President

Re: **CONTRACTOR DISCLOSURE ACKNOWLEDGEMENT**

Pursuant to the Kane County Contractor Disclosure Requirements, Preform's President, Graham Schwartz, states the following under oath:

1. Preform, its owners and officers have not made any campaign contributions to any Kane County current officer or countywide elected official within the previous twelve (12) months;
2. A. The owner of Preform is as follows:
Graham Schwartz 807 S. Albert St., Mt. Prospect, IL 60056 100%
- B. Preform does not employ or retain any lobbyist, agent or representative. Graham Schwartz, Preform's President, will be the only individual who will be acting on Preform's behalf with respect to the any contract with Kane County;
- C. None of the interest disclosed in subsection A. above are held by an agent or a nominee; and
- D. Preform has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

Graham Schwartz
President

SUBSCRIBED AND SWORN BEFORE ME
THIS 2ND DAY OF APRIL 2024.

NOTARY PUBLIC



Bid Result Publication Revision

Publication Type

Unofficial Results

Preform Traffic Control Systems, Ltd.

Organization Name Preform Traffic Control Systems, Ltd.
Bid Amount \$808,981.93
Line Items Full
Bid Rank 1
Address
625 Richard Lane
Elk Grove Village Illinois
60007 United States

APPARENT LOW BIDDER

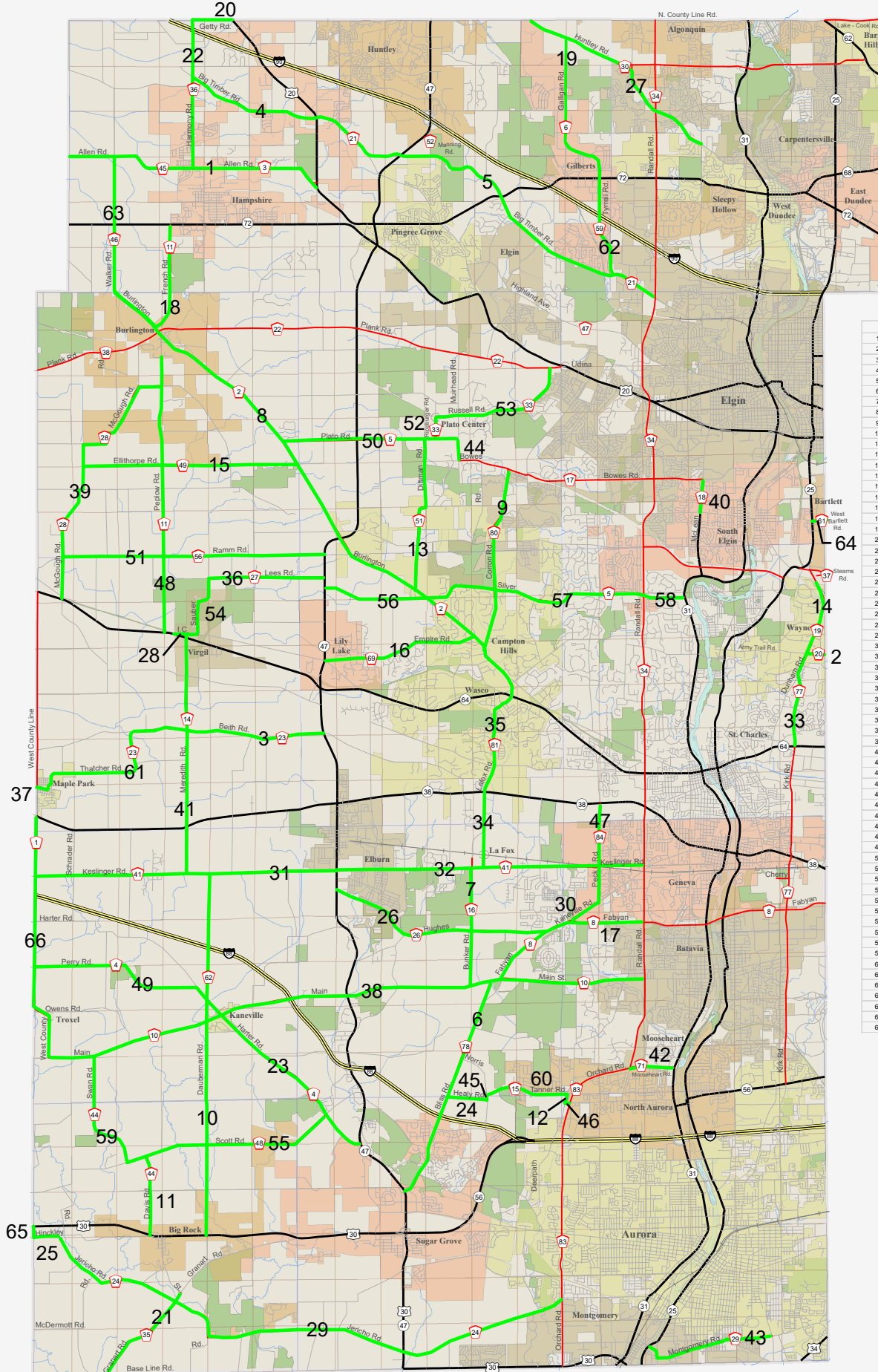
Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No

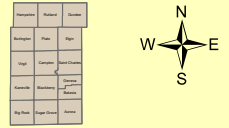
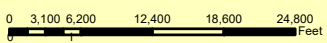


LOCATION	FROM	TO
1	Allen Road	DeKalb County Line
2	Army Trail Road	Dunham Road
3	Beith Road	Thatcher Road
4	Big Timber Road	Harmony Road
5	Big Timber Road	Illinois Route 47
6	Bliss Road	Illinois Route 47
7	Bunker Road	Main St
8	Burlington Road	Keslinger Road
9	Coron Road	Illinois Route 64
10	Dauberman Road	Burlington Road
11	Davis Road	U.S. Route 30
12	Deeparth Road	Scott Road
13	Diltman Road	Tanner Road
14	Dunham Road	Burlington Road
15	Ellithorpe Road	Kirk Road
16	Empire Road	1500 feet Stearns Road
17	Fabyan Parkway	McGough Road
18	French Road	Illinois Route 47
19	Galligan Road	Main Street
20	Getty Road	Burlington Road
21	Granat Road	555 feet south of Binnie Road
22	Harmony	Huntley Road
23	Harter Road	US Route 20
24	Healy Road	Rhodes Road
25	Hinckley Road	Getty Road
26	Hughes Road	Dauberman Road
27	Huntley Road	Bliss Road
28	I.C. Trail	West County Line Road
29	Jericho Road	Winckley Road
30	Kaneville Road	West County Line Road
31	Keslinger Road	Illinois Route 47
32	Keslinger Road	Illinois Route 47
33	Kirk Road	Illinois Route 64
34	LaFox Road	Keslinger Road
35	LaFox Road	Illinois Route 38
36	Lees Road	Illinois Route 64
37	Main Street (Maple Park)	McHenry County Line
38	Main Street Road	Illinois Route 64
39	McGough Road	Hinckley Road
40	McLean Boulevard	Fabyan Parkway
41	Meredith Road	West County Line Road
42	Mooseheart Road	Illinois Route 64
43	Montgomery Road	Illinois Route 25
44	Murhead Road	Plato Road
45	Norris Road	Deerpath Road
46	Oak Street	Orchard Road
47	Peck Road	Kaneville Road
48	Perry Road	Illinois Route 64
49	Perry Road	West County Line Road
50	Plato Road	Burlington Road
51	Ramm Road	McGough Road
52	Rippburger Road	Plato Road
53	Russell Road	Rippburger Road
54	Saubler Road	Lees Road
55	Scott Road	Swan Road
56	Silver Glen Road	Illinois Route 47
57	Silver Glen Road	Coron Rd
58	Silver Glen Road	Randall Road
59	Swan Road	Randall Road
60	Tanner Road	Illinois Route 31
61	Thatcher Road	Main Street
62	Tyrrel Road	Deeparth Road
63	Walker Road	Big Timber Road
64	West Bartlett Road	Allen Road
65	West County Line Road	Illinois Route 25
66	West County Line Road	Hinckley Road
67	West County Line Road	U.S. Route 30
68	West County Line Road	Main Street
69	West County Line Road	Illinois Route 38

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section 24-00000-02-GM 2024 Kane County Paint Striping



NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder, Preform Traffic Control Systems, Ltd., in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the appropriation of \$35,000.00 be paid from the Township Motor Fuel Tax Fund to Preform Traffic Control Systems, Ltd. for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-14222) executed by the Kane County Engineer and the Township Highway Commissioner of the Sugar Grove Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Sugar Grove Township Utilization of the 2024 Kane County Paint Pavement Marking Contract with Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois for the 2024 Sugar Grove Township Maintenance, Section No. 24-15000-02-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Steve Coffinbargar, 630.406.7170

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$35,000.00
If not budgeted, explain funding source: N/A	

Summary:

On April 2nd, 2024, one bid was opened at Kane County Division of Transportation for the 2024 Kane County Paint Pavement Marking Program with Preform Traffic Control was the winning bidder. The project will place water borne paint on various roads throughout the County to increase driver safety. The work will involve painting center, edge, arrow and message lines on the roads as well as proper traffic control. Per the County contract with Preform, the Contractor agrees to extend the bid prices to local agencies and townships for work within their jurisdiction.

Sugar Grove Township will use Preform Traffic Control to install paint pavement markings on their newly resurfaced roads utilizing Motor Fuel Tax Funds in an amount not to exceed \$35,000. Preform shall honor all contract unit prices as as provided in the County contract.

Staff recommends approval.

Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Martam Construction, Inc. of Elgin, Illinois for Hughes Road Culvert Improvement and Guardrail Replacement Project, Kane County Section No. 23-00569-00-GR

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Steve Coffinbargar, 630.406.7170

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$271,183.44
If not budgeted, explain funding source: N/A	

Summary:

On April 30, 2024, two bids were opened at KDOT for the above-mentioned project to perform culvert repair on Hughes Road in Kane County. Work will include removing the existing guardrail, removal and replacement of the existing 30" CMP culvert underneath Hughes Road, and installation of 3:1 sloped concrete end sections, as well as cast in-place end section installation, pipe culvert installation, side slope regrading, and all necessary erosion control and stabilization/restoration needed for the proposed improvements.

The lowest qualified bid of \$271,183.44 was submitted by Martam Construction, Inc. Martam Construction, Inc. is IDOT prequalified in Drainage (012) as required in the contract specifications.

KDOT staff reviewed the bid submitted to determine compliance with the Kane County Ordinance. After review of the bid, it was determined that the bid submitted did not meet all guidelines set forth within the Responsible Bidder Ordinance (RBO) provisions of the Kane County Purchasing Ordinance. Consistent with the terms of the RBO, the bid was then reviewed for compliance with the remaining sections of the Kane County Purchasing Ordinance. After completing this review, KDOT staff are recommending approval the low bidder Martam Construction, Inc.

This project has an anticipated completion of September 27, 2024, weather permitting and is funded with the use of local funds.

Staff recommends approval.



General Contractors and Engineers
Phone: (847) 608-6800
Fax: (847) 608-6804

Kane County Government Center
Purchasing Dept, Building A
719 S. Batavia Ave
Geneva, IL 60134

RE: Contract Disclosure
Kane County Code, Art. II, Div 3, Sec.2-211
Martam Construction, Inc

To Whom It May Concern:

In compliance with the Kane County Code Referenced above, this letter will serve as our disclosure of

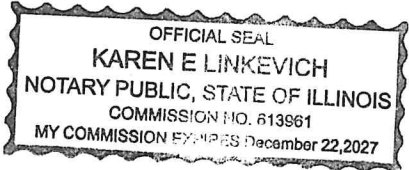
- A. Campaign contributions for the last 12 months
 - B. Individuals having more than 5% ownership of shares in Martam Construction, Inc
 - C. Names and contact information of lobbyists, agents and representatives and,
 - D. A statement under oath that we have not withheld any disclosures as to the economic interest.
- Campaign Contributions: Martam Construction has not made campaign contributions in the past 12 months.
 - Ownership interest in Martam Construction. There is more than one individual that holds more than 5% of shares in Martam Construction, Inc.
 - Martam Construction does not have any lobbyists, agents or representatives who are, or would be having contact with Kane County Employees or officials in relation to contracts or bids.
 - Martam Construction has not withheld nor reserved any information regarding economic interest in the firm as required by County code for this disclosure.


Robert Kutrovatz - President

5.3.24
Date

Subscribed and Sworn this 3rd day of May, 2024

Karen Linkevich
Notary Public





General Contractors and Engineers

Phone: (847) 608-6800

Fax: (847) 608-6804

Kane County Government Center
Purchasing Dept, Building A
719 S. Batavia Ave
Geneva, IL 60134

RE: Familial Relationship Disclosure

To Whom It May Concern:

As of May 3rd, 2024, Martam Construction, Inc, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The county may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected official or County Department Director.



Robert Kutrovatz - President

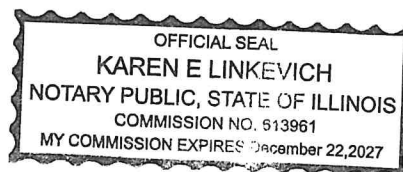
5.3.24

Date

Subscribed and Sworn this 3rd day of May, 2024

Karen Linkevich

Notary Public



Bid Result Publication Revision

Publication Type

Unofficial Results

Martam Construction, Inc.

Organization Name Martam Construction, Inc.
Bid Amount \$271,183.44
Line Items Full
Bid Rank 1
Address
1200 Gasket Dr
Elgin Illinois
60120 United States

APPARENT LOW BIDDER

Copenhaver Construction, Inc.

Organization Name Copenhaver Construction, Inc.
Bid Amount \$293,126.12
Line Items Full
Bid Rank 2
Address
75 Koppie Drive
Gilberts Illinois
60036 United States

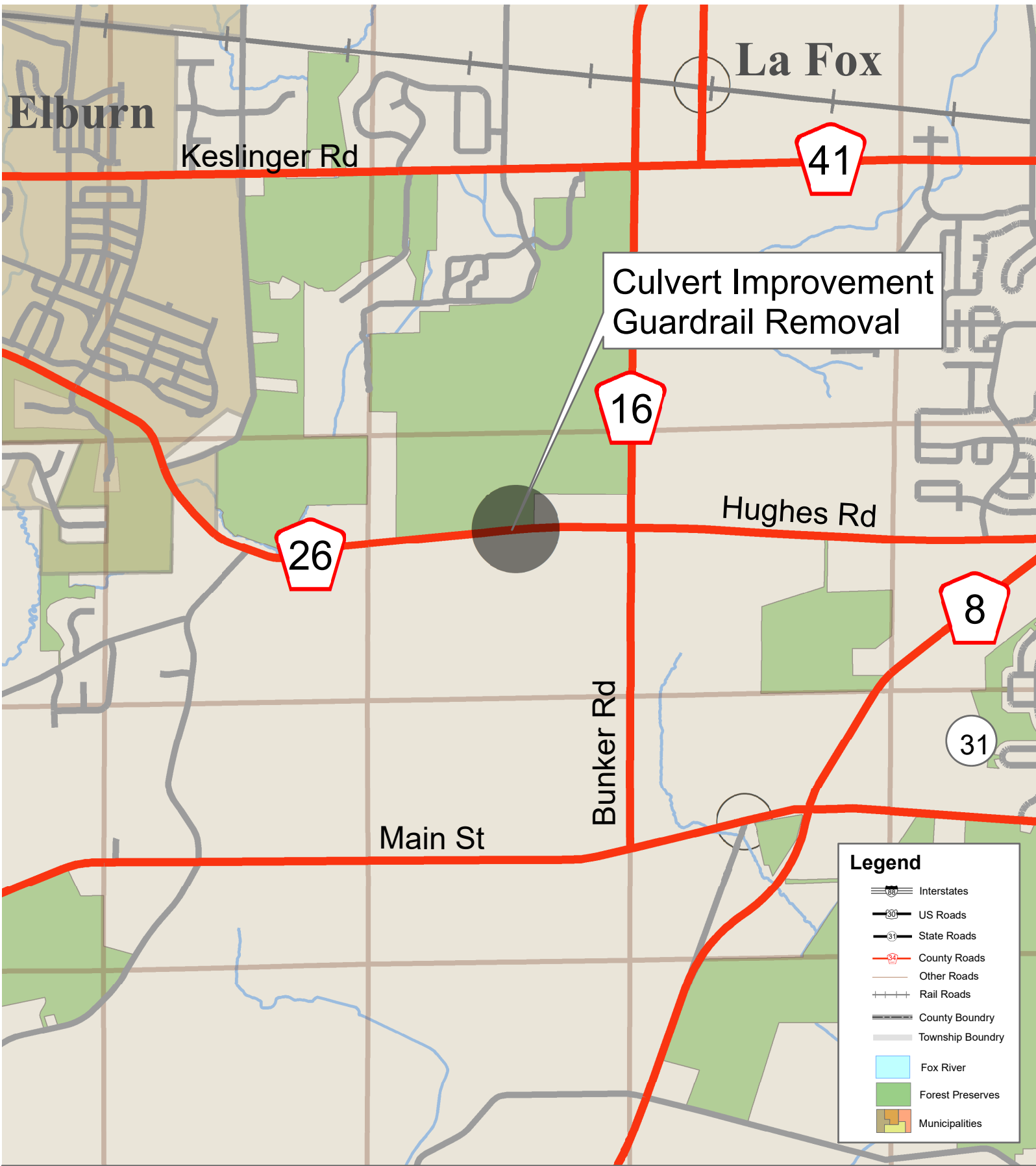
Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

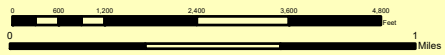
Additional Recipients

Include notification issuer as an additional recipient No



Culvert Improvement
Guardrail Removal

Section Number 23-00569-00-GR
Hughes Road Culvert Improvements
Guardrail Removal



STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2303

**APPROVING A CONTRACT FOR CONSTRUCTION WITH BUILDERS
PAVING, LLC OF HILLSIDE, ILLINOIS FOR 2024 BATAVIA TOWNSHIP
ROAD DISTRICT, SECTION NO. 24-02000-01-GM**

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and/or construction described as:

BATAVIA TOWNSHIP ROAD DISTRICT SECTION NO. 24-02000-01-GM
2024 TOWNSHIP RESURFACING
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

BUILDERS PAVING, LLC OF HILLSIDE, ILLINOIS
with a low bid of
\$144,444.00

WHEREAS, Builders Paving, LLC has included within its bid for the Project a representation that it will offer its services to other governmental agencies at the same per unit price as set forth within their bid for the Project identified above; and

WHEREAS, the Batavia Township Road District intends on utilizing the services of Builders Paving, LLC to complete road resurfacing within its respective jurisdiction; and

WHEREAS, the Batavia Township Road District is eligible to receive appropriations pursuant to the Motor Fuel Tax Law (35 ILCS 505/1, *et seq.*); and

WHEREAS, the Township Highway Commissioner of the Batavia Township Road District and the Kane County Engineer have executed a Request for Expenditure / Authorization of Motor Fuel Tax Funds and Rebuild Illinois Funds (BLR-14222) relative to a Motor Fuel Tax and Rebuild Illinois Fund appropriation request in the amount of \$27,787.30; and

WHEREAS, the Request for Expenditure/Authorization of Motor Fuel Tax Funds and Rebuild Illinois Funds (BLR-14222) has been approved by the Illinois Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded be awarded to the lowest responsible bidder, Builders Paving, LLC, in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED by the Kane County Board that an appropriation of \$25,787.30, be allocated from the Township Motor Fuel Tax Fund to Builders Paving, LLC, and \$2,000.00 for County engineering services, for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds and Rebuild Illinois Funds (BLR-14222) executed by the Kane County Engineer and the Township Highway Commissioner of the Batavia Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for the 2024 Batavia Township Road District, Section No. 24-02000-01-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Steve Coffinbargar, 630.406.7170

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$27,787.30 MFT
If not budgeted, explain funding source: N/A	

Summary:

On April 9th, four bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of various roads in Batavia Township totaling 0.70 miles. Work will include pavement removal and replacement and traffic control.

The lowest qualified bid of \$144,444.00 was submitted by Builders Paving LLC. of Hillside, Illinois. This project has an anticipated completion of September 30, 2024, weather permitting, and incorporates the use of the Townships Motor Fuel Tax Funds and Rebuild Illinois Funds in the amount of \$27,787.30.

Staff recommends approval.



CONTRACTOR DISCLOSURE

As of 4/9/24, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Builders Paving, LLC:

- Jessica Palumbo Christensen 20%
- Kaitlyn Palumbo Gandy 20%
- Samantha Palumbo Tropeano 20%
- Elizabeth Palumbo Pierce 20%
- Gabriella Palumbo 20%



Steven Salinas, Vice President

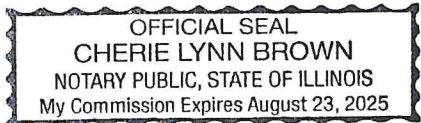
4/9/24
Date



Subscribed and Sworn this 9th day of April, 2024



Notary Public





FAMILIAL RELATIONSHIP DISCLOSURE

As of 4/9/24, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Steven Salinas, Vice President

4/9/24
Date



Subscribed and Sworn this 9th day of April, 2024

Notary Public





FINANCIAL DISCLOSURE

4/9/24

Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Builders Paving, LLC

To Whom It May Concern:

In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

- A. Campaign contributions for the last 12 months
- B. Individuals having more than 5% ownership of shares in Builders Paving, LLC.
- C. Names and contact information of lobbyists, agents and representatives.
- D. A statement under oath that we have not withheld any disclosures as to the economic interest.
 - Campaign contributions: Builders Paving, LLC has not made campaign contributions in the past 12 months.
 - Ownership Interest in Builders Paving, LLC: There is more than one individual that holds more than 5% of shares in Builders Paving, LLC
 - Jessica Palumbo Christensen 20%
 - Kaitlyn Palumbo Gandy 20%
 - Samantha Palumbo Tropeano 20%
 - Elizabeth Palumbo Pierce 20%
 - Gabriella Palumbo 20%
 - Builders Paving, LLC does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
 - Builders Paving, LLC has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Steven Salinas, Vice President



Subscribed and Sworn this 9th of April, 2024

Notary Public



Bid Result Publication Revision

Publication Type Unofficial Results

Geneva Construction

Organization Name Geneva Construction
Bid Amount \$155,579.25
Line Items Full
Compliance Compliant
Bid Rank 3
Address
PO Box 988
Aurora Illinois
60507 United States

J.A. Johnson Paving Co.

Organization Name J.A. Johnson Paving Co.
Bid Amount \$145,573.01
Line Items Full
Compliance Compliant
Bid Rank 2
Address
1025 E. Addison Court
Arlington Heights Illinois
60005 United States

Maneval Construction

Organization Name Maneval Construction
Bid Amount \$153,565.25
Line Items Full
Compliance Non-Compliant
Buyer's comment: Does not have 003 IDOT Prequal.
Bid Rank N/A
Address
28090 W Concrete Dr
Ingleside Illinois
60041 United States

Builders Paving, LLC

Organization Name Builders Paving, LLC
Bid Amount \$144,444.00
Line Items Full
Compliance Compliant
Bid Rank 1
Address
4401 Roosevelt Road
Hillside Illinois
60162 United States

APPARENT LOW BIDDER

KANE COUNTY

DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

Date: 04-09-2024

On 04-09-2024, bids were opened for the 2024 Batavia Township Resurfacing Project, Section Number 24-02000-01-GM. The engineer's estimate was \$ 136,007.50, and the apparent low bidder, Builders Paving, LLC. submitted a bid of \$ 144,444.00, which is 6.20 % higher than the engineers estimate.

Please check one below:

- I would like to proceed with the proposal.
- I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-12-2024. Thank you.

David Boesch
Signature

Highway Commissioner
Title

4/11/24
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on _____
Faxed on 4-11-24

By: CRJ

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.

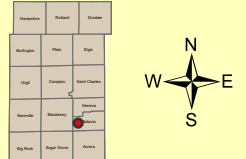
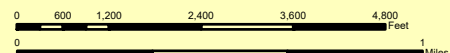


Location	From	To
Woodland Ave	Oak St	End of Road South
Shagbark Dr	Route 25	400 ft up the Hill
Thomcrest Rd	Shagbark Dr	Banbury Rd
Banbury Rd	Route 25	600 ft South of RTE 25
Horseshoe Dr	Deerpath Rd West	Deerpath Rd East

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 24-02000-01-GM 2024 Batavia Township Resurfacing



NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder, AC Pavement Striping Co., in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED by the Kane County Board that an appropriation of \$124,000.00 be allocated from the Township Motor Fuel Tax Fund to AC Pavement Striping Co., and \$2,000.00 for County engineering services, for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-14222) executed by the Kane County Engineer and the Township Highway Commissioner of the Big Rock Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with A.C. Pavement Striping Co. of Elgin, Illinois for the 2024 Big Rock Township Bituminous Surface Treatment Project, Section Number 24-03000-01-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Steve Coffinbargar, 630.406.7170

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$ 126,000.00 MFT
If not budgeted, explain funding source: N/A	

Summary:

On April 9th, 2024, two bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of various roads in Big Rock Township totaling 6.8 miles. Work will include bituminous surface treatment and traffic control.

The lowest qualified bid of \$443,969.75 was submitted by A.C. Pavement Striping Co. of Elgin, Illinois. This project has an anticipated completion of September 30, 2024, weather permitting, and incorporates the use of the Townships Motor Fuel Tax Funds in the amount of \$126,000.00.

Staff recommends approval.



PAVEMENT STRIPING CO.

695 Church Road • Elgin, Illinois 60123 • Phone: (847) 214-9500 • Fax: (847) 214-9078

April 3, 2024

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

Re: Familial Relationship Disclosure

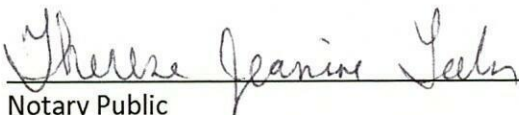
As of April 3, 2024, AC Pavement Striping Co., to the best of our knowledge, the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last twelve-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000 fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

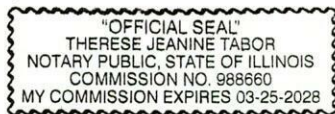
Sincerely,


William Brinati, Corporate Secretary

Subscribed and sworn this 3rd day of April, 2024.



Notary Public





PAVEMENT STRIPING CO.

695 Church Road • Elgin, Illinois 60123 • Phone: (847) 214-9500 • Fax: (847) 214-9078

March 7, 2024

Kane County Government Center
Purchasing Department, Bldg A
719 S. Batavia Ave
Geneva, IL 60134
purchasing@countyofkane.org

Re: Contractors Disclosure Statement

We hereby submit the following disclosures.

AC Pavement Striping Co., as a contractor for Kane County, has not made any campaign contributions in the previous twelve months to any current officer or county wide elected officer of Kane County.

The percentage of ownership interest of AC Pavement Striping Co. is as follows:

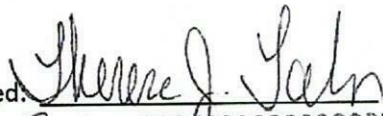
- Scott Kline 54 %
- Jeffrey Bergquist 36 %
- William Brinati 10 %

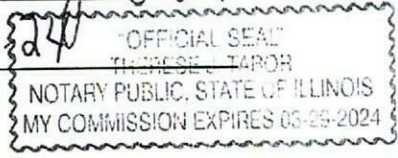
We hereby affirm, under oath, that we have withheld no disclosures as to the economic interests in the undertaking nor reserved any information, data, or plan as to the intended use or purpose for which we seek County Board or other County agency action.

We have no lobbyists, agents, or representatives that will be having contact with county employees or officials in relation to contracts or bids.

Sincerely,

William Brinati, C. F.O.
AC Pavement Striping Co.

Notarized:  - 3-7-24

Date: 3-29-24




PAVEMENT STRIPING CO.

695 Church Road • Elgin, Illinois 60123 • Phone: (847) 214-9500 • Fax: (847) 214-9078

March 7, 2024

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175.
kdotcomments@co.kane.il.us

Re: Contractors Disclosure Statement

We hereby submit the following disclosures.

AC Pavement Striping Co., as a contractor for Kane County, has not made any campaign contributions in the previous twelve months to any current officer or county wide elected officer of Kane County.

The percentage of ownership interest of AC Pavement Striping Co. is as follows:

- Scott Kline 54 %
- Jeffrey Bergquist 36 %
- William Brinati 10 %

We hereby affirm, under oath, that we have withheld no disclosures as to the economic interests in the undertaking nor reserved any information, data, or plan as to the intended use or purpose for which we seek County Board or other County agency action.

We have no lobbyists, agents, or representatives that will be having contact with county employees or officials in relation to contracts or bids.

Sincerely,

William Brinati, C. F.O.
AC Pavement Striping Co.

Notarized:

Date: 3-7-24



Bid Result Publication Revision

Publication Type Unofficial Results

STEFFENS 3D CONSTRUCTION

Organization Name STEFFENS 3D CONSTRUCTION
Bid Amount \$438,112.05
Line Items Full
Compliance Non-Compliant
Buyer's comment: Non-compliant bid, no Bid Bond.
Bid Rank N/A
Address
2863 State Route 17
Toluca Illinois
61369 United States

AC Pavement Striping Co.

Organization Name AC Pavement Striping Co.
Bid Amount \$443,969.75
Line Items Full
Compliance Compliant
Bid Rank 1
Address
695 Church Road, Elgin, IL 60123
Elgin Illinois
60123 United States

APPARENT LOW BIDDER

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

Date: 04-09-2024

On 04-09-2024, bids were opened for the 2024 Big Rock Township Bituminous Surface Treatment Project, Section Number 24-03000-01-GM. The engineer's estimate was \$457,486.00, and the apparent low bidder, AC Pavement Striping Co. submitted a bid of \$443,969.75, which is 2.95 % lower than the engineers estimate.

Please check one below:

- I would like to proceed with the proposal.
- I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-12-2024. Thank you.

Wade Tracy
Signature

HIGHWAY COMMISSIONER
Title

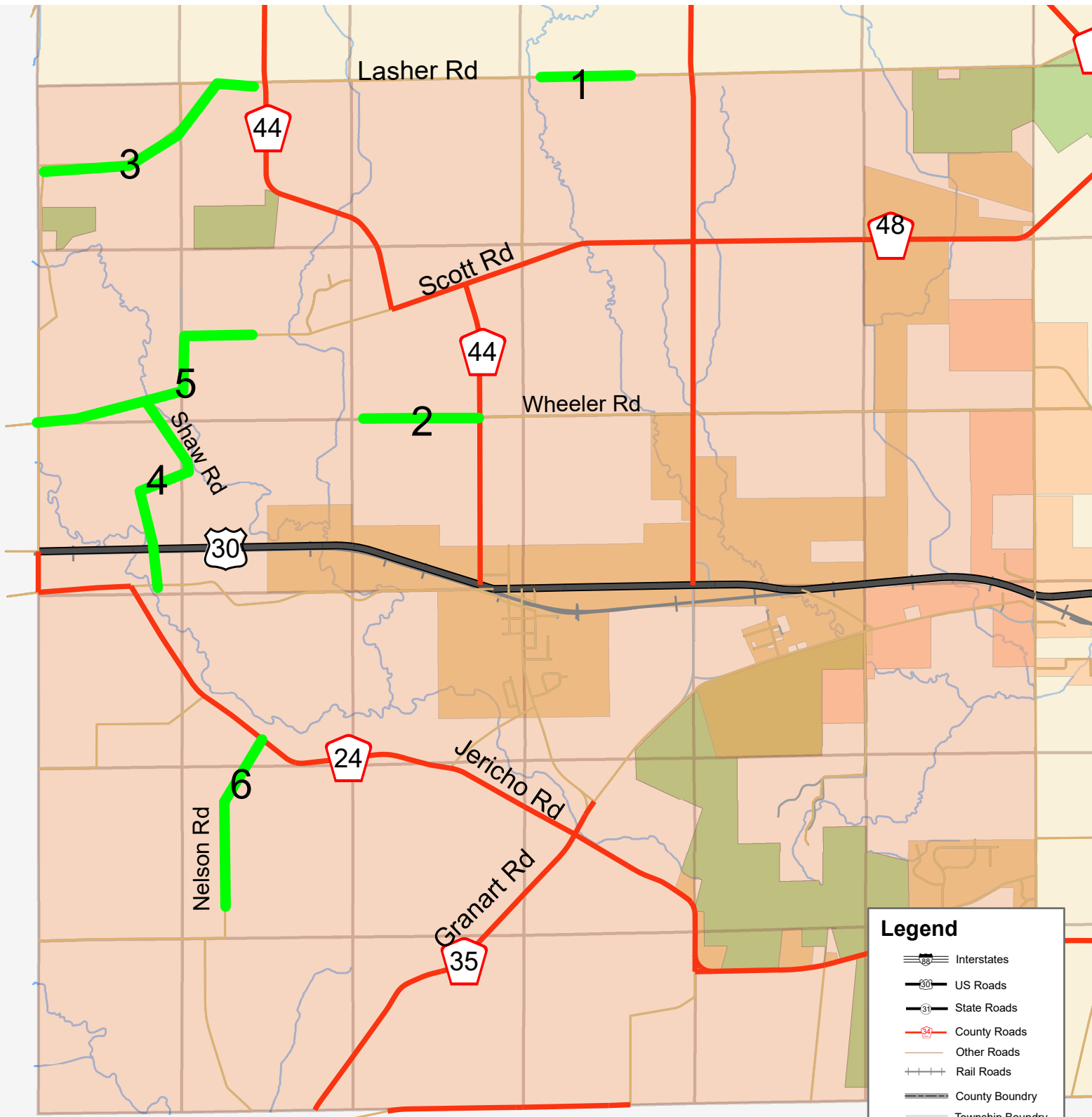
4-11-2024
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on _____
Faxed on _____

By: _____

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.

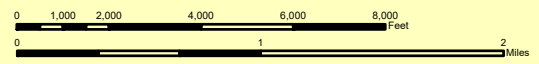


Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Route No.	Location	From	To
1	East Lasher Road	2600' West of Dauberman Road	Bridge Deck just East of Florence Road
2	Wheeler Road	Davis Road	End of Road
3	West Lasher Road	Swan Road	County Line Road
4	Shaw Road	Scott Road	Hinckley Road
5	Scott Road	County Line Road	Approx. 8,555 FT East of County Line Road
6	Nelson Road	Approx. 5,760 FT South of Jericho Road	Jericho Road

Section Number 24-03000-01-GM 2024 Big Rock Township Resurfacing



BE IT FURTHER RESOLVED by the Kane County Board that an appropriation of \$276,593.65, be allocated from the Township Motor Fuel Tax Fund to Peter Baker & Son Co., and \$2,000.00 for County engineering services, for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-14222) executed by the Kane County Engineer and the Township Highway Commissioner of the Plato Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with Peter Baker and Son Co. of Lake Bluff, Illinois for the 2024 PlatoTownship Resurfacing Project, Section Number 24-12000-01-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Steve Coffinbargar, 630.406.7170

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$278,593.65
If not budgeted, explain funding source: N/A	

Summary:

On April 9th, 2024, three bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of various roads in Plato Township totaling 0.90 miles. Work will include pavement removal and replacement and traffic control.

The lowest qualified bid of \$278,593.65 was submitted by Peter Baker and Son Co. of Lake Bluff, Illinois. This project has an anticipated completion of September 30, 2024, weather permitting, and incorporates the use of the Townships Motor Fuel Tax Funds and Rebuild Illinois Funds in the amount of \$278,593.65 which includes \$2,000.00 in County engineering services.

Staff recommends approval.

Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

FAMILIAL RELATIONSHIP DISCLOSURE

As of April 9, 2024, Peter Baker & Son Co., to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

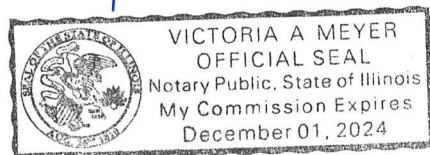
Arthur M. Baker II, President

April 9, 2024

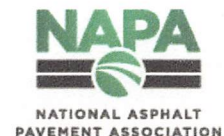
Date

Subscribed and Sworn this 9th day of April, 2024

Notary Public



1349 Rockland Road • Lake Bluff • Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707
www.PeterBaker.com



Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

April 9, 2024

Kane County Government Center
Purchasing Department, Bldg. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Peter Baker & Son Co.

To Whom It May Concern:

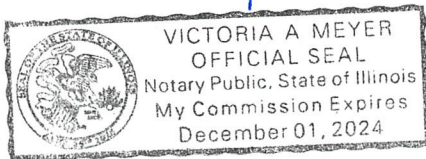
In compliance with the Kane County Code Referenced above, this letter will serve as our disclosure of:

- A. Campaign Contributions for the last 12 months
- B. Individuals having more than 5% ownership of shares in Peter Baker & Son Co.
- C. Names and contact information of lobbyists, agents, and representatives
- D. A statement under oath that we have not withheld any disclosures as to the economic interest.

- Campaign Contributions: Peter Baker & Son Co. has not made campaign contributions in the past 12 months.
- Ownership Interest in Peter Baker & Son Co.: There are two individuals that hold 50% each of the shares.
- Peter Baker & Son Co. does not have any lobbyist, agents, or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- Peter Baker & Son Co. has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Subscribed and Sworn this
9th day of April 2024

Victoria A. Meyer

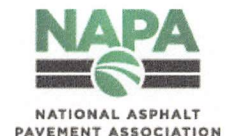


Sincerely,
PETER BAKER & SON CO.

Arthur M. Baker II

Arthur M. Baker II
President

1349 Rockland Road • Lake Bluff • Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707
www.PeterBaker.com



Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

CONTRACTOR DISCLOSURE

As of April 9, 2024, Peter Baker & Son Co., to the best of our knowledge the Owners, Officers, or Executives have not made any political campaign contributions to any Kane County Elected Official county wide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Peter Baker & Son Co.:

Arthur M. Baker II
1349 Rockland Rd. 50%
Lake Bluff, IL 60044

Robert G. Baker
1349 Rockland Rd. 50%
Lake Bluff, IL 60044

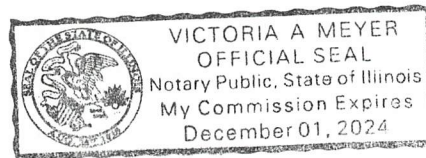
Officer Arthur M. Baker II
Title President

April 9, 2024

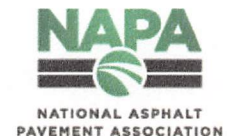
Date

Subscribed and Sworn this 9th day of April, 2024

Notary Public



1349 Rockland Road • Lake Bluff • Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707
www.PeterBaker.com



Bid Result Publication Revision

Publication Type Unofficial Results

J.A. Johnson Paving Co.

Organization Name J.A. Johnson Paving Co.
Bid Amount \$288,528.75
Line Items Full
Bid Rank 2
Address
1025 E. Addison Court
Arlington Heights Illinois
60005 United States

Peter Baker & Son Co

Organization Name Peter Baker & Son Co
Bid Amount \$276,593.65
Line Items Full
Bid Rank 1
Address
1349 Rockland Rd.
Lake Bluff Illinois
60044 United States

APPARENT LOW BIDDER

Builders Paving, LLC

Organization Name Builders Paving, LLC
Bid Amount \$298,765.00
Line Items Full
Bid Rank 3
Address
4401 Roosevelt Road
Hillside Illinois
60162 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

Date: 04-09-2024

On 04-09-2024, bids were opened for the 2024 Plato Township Resurfacing Project, Section Number 24-12000-01-GM. The engineer's estimate was \$ 295,207.50, and the apparent low bidder, Peter Baker & Son Co. submitted a bid of \$ 276,593.65, which is 6.31% lower than the engineers estimate.

Please check one below:

- I would like to proceed with the proposal.
- I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-12-2024. Thank you.


Signature

HIGHWAY COMMISSIONER
Title

4-11-2024
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on _____
Faxed on _____

By: _____

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.

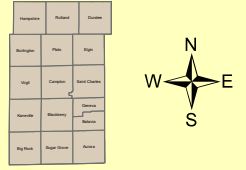
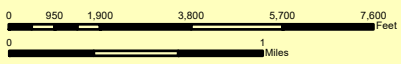


Route No.	Location	From	To
1	Lori Ln	Nesler Rd	Hogan Hill
2	Chippewa Pass	Muirhead Rd	Prarie Crossing

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 24-12000-01-GM 2024 Plato Township Resurfacing



BE IT FURTHER RESOLVED by the Kane County Board that an appropriation of \$50,000.19, be allocated from the Township Motor Fuel Tax Fund to J.A. Johnson Paving Co., and \$2,000.00 for County engineering services, for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds and Rebuild Illinois Funds (BLR-14222) executed by the Kane County Engineer and the Township Highway Commissioner of the Rutland Township Road District, and approved by the Illinois Department of Transportation .

Passed by the Kane County Board on June 11, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Contract for Construction with J.A. Johnson Paving Co. of Arlington Heights, Illinois for the 2024 Rutland Township Resurfacing Project, Section Number 24-13000-01-GM

Committee Flow:

Transportation Committee, Executive Committee, County Board

Contact:

Steve Coffinbargar, 630.406.7170

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$ 52,000.19 MFT
If not budgeted, explain funding source: N/A	

Summary:

On April 23, 2024, four bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of various roads in Rutland Township totaling 0.59 miles. Work will include pavement removal and replacement, and traffic control.

The lowest qualified bid of \$162,102.30 was submitted by J.A. Johnson Paving Co. of Arlington Heights, Illinois. This project has an anticipated completion of September 30, 2024, weather permitting, and incorporates the use of the Townships Motor Fuel Tax Funds and Rebuild Illinois Funds in the amount of \$52,000.19 which includes \$2,000.00 in County engineering services.

Staff recommends approval.



1025 East Addison Court
Arlington Heights, Illinois 60005

Telephone 847-439-2025
Fax 847-439-2084

CONTRACTOR DISCLOSURE

As of May 8, 2024 J.A. Johnson Paving Co, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners with at least 5% holdings in J.A. Johnson Paving Co:

Dale A. Johnson President 60%
1025 E. Addison Court, Arlington Heights, IL 60005

Michael R. Tarpey, Secretary/Treasurer 40%
1025 E. Addison Court, Arlington Heights, IL 60005

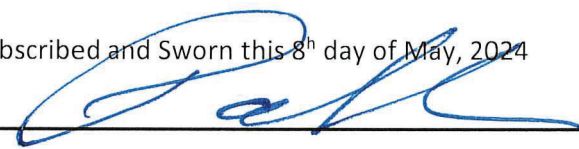


Michael R. Tarpey, Secretary

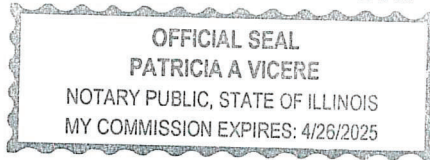
5/8/24

Date

Subscribed and Sworn this 8th day of May, 2024



Notary Public





1025 East Addison Court
Arlington Heights, Illinois 60005

Telephone 847-439-2025
Fax 847-439-2084

FAMILIAL RELATIONSHIP DISCLOSURE

As of May 8, 2024 J.A. Johnson Paving Co, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

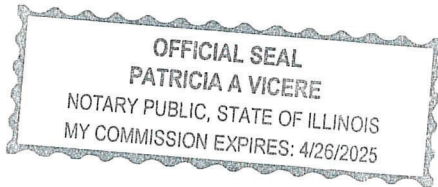
The County may deny, suspend or terminate the eligibility of a person, firm, corporation, association, agency, institution or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contractors greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County department Director.

Michael R. Tarpey, Secretary

Date

Subscribed and Sworn this 8th day of May 2024

Notary Public



Bid Result Publication Revision

Publication Type

Unofficial Results

J.A. Johnson Paving Co.

Organization Name J.A. Johnson Paving Co.
Bid Amount \$162,102.30
Line Items Full
Bid Rank 1
Address

1025 E. Addison Court
Arlington Heights Illinois
60005 United States

APPARENT LOW BIDDER

Peter Baker & Son Co

Organization Name Peter Baker & Son Co
Bid Amount \$183,225.80
Line Items Full
Bid Rank 3
Address

1349 Rockland Rd.
Lake Bluff Illinois
60044 United States

Builders Paving, LLC

Organization Name Builders Paving, LLC
Bid Amount \$169,988.00
Line Items Full
Bid Rank 2
Address

4401 Roosevelt Road
Hillside Illinois
60162 United States

Geske and Sons, Inc.

Organization Name Geske and Sons, Inc.
Bid Amount \$184,308.95
Line Items Full
Bid Rank 4
Address

400 E. Terra Cotta Ave.
Crystal Lake Illinois
60014 United States

Bid Results Email
Email Attachment(s)

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

Date: 04-23-2024

On 04-23-2024, bids were opened for the 2024 Rutland Township Resurfacing Project, Section Number 24-13000-01-GM. The engineer's estimate was \$ 143,368.00 and the apparent low bidder, J.A. Johnson Paving Co., submitted a bid of \$ 162,102.30, which is 13.07 % higher than the engineers estimate.

Please check one below:

- I would like to proceed with the proposal.
- I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 04-26-2024. Thank you.

Signature 

Title Highway Com.

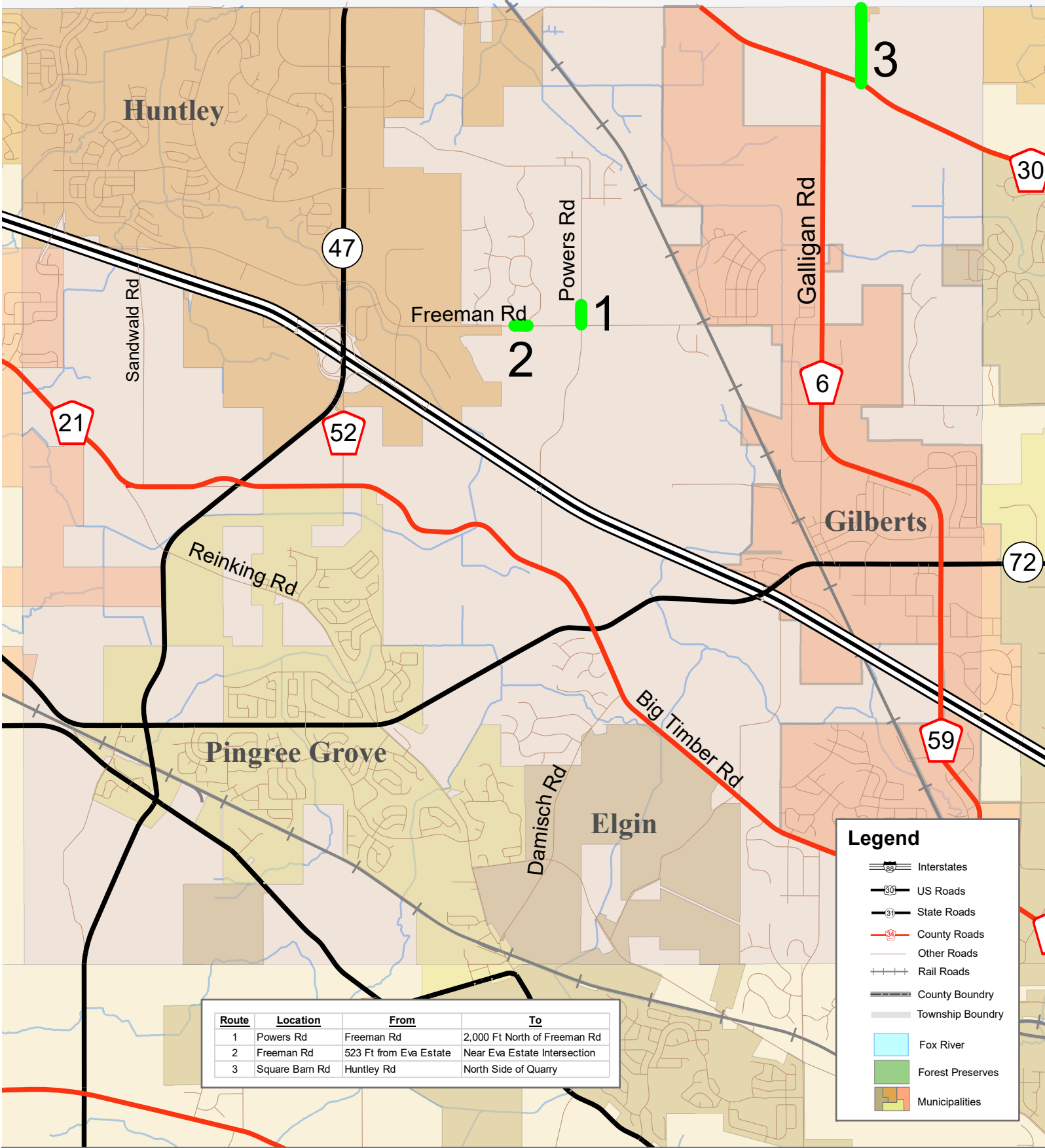
Date 4-29 2024

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on _____
Faxed on _____

By: _____

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.



Route	Location	From	To
1	Powers Rd	Freeman Rd	2,000 Ft North of Freeman Rd
2	Freeman Rd	523 Ft from Eva Estate	Near Eva Estate Intersection
3	Square Barn Rd	Huntley Rd	North Side of Quarry

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 24-13000-01-GM 2024 Rutland Township Resurfacing

