1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
   A. Public Hearing to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311)
   B. Approval of Agreement between Chicago HIDTA and James Seilers for the 2015 Chicago Drug Threat Assessment in the amount not to exceed $3500.00 expiring on May 15, 2014
12. Elected Officials Report and Other Department Reports
   A. Sheriff
   B. County Clerk
   C. Treasurer
   D. Clerk of the Court
   E. State’s Attorney
   F. Coroner
   G. Health Department
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
      1. Approval of a host fee agreement between Kendall County, Illinois and Green Organics Inc. from March 19, 2014 through December 1, 2023 with a host fee schedule in an amount not to exceed $0.75 per ton of waste received from March 19, 2014 through November 30, 2016; $0.80 per ton of waste received from December 1, 2016 through November 30, 2019; and $0.85 per ton of waste received from December 1, 2019 through December 1, 2023
      2. Petition 13-26: Granting a Major Amendment to a Special Use for Green Organics Inc., Milroy Farms LLC & Bristol Ventures LLC at 1270 East Beecher Road to continue operation of their regional compost facility modifying the site plan and modifying the special use conditions placed on the property
      3. Petition 14-02: Granting a Major Amendment to a Special Use for Dickson Valley Ministries at 8250 Finnie Road to continue operation of their camp and retreat center, modify their site plan and modify the special use conditions placed on the property
   B. Public Safety
      1. Approval of Mediation Agreement between the Illinois Fraternal Order of Police Labor Council (Corrections Sergeants), the County of Kendall and the Kendall County Sheriff to use the mediation services of the Federal Mediation and Conciliation Services if mediator services are required
   C. Administration/HR
   D. Highway
1. Resolution appropriating an amount not to exceed $1,100,000 of County Motor Fuel Taxes for the resurfacing of Orchard Road from Mill Road to U.S. Route 30
2. Resolution appropriating an amount not to exceed $300,000 of County Motor Fuel Taxes for the resurfacing of Millbrook Road from Ill. Rte. 71 to Fox River Drive
3. Resolution appropriating an amount not to exceed $425,000 of County Motor Fuel Taxes for the resurfacing of Ridge Road from Caton Farm Road to Wheeler Road
4. Local Agency Agreement for Federal Participation to construct safety shoulders on Newark Road at an estimated total cost not to exceed $1,200,000 with a local share of costs not to exceed $240,000
5. Revised Supplemental Engineering Agreement for professional engineering services between Kendall County and Hutchison Engineering, Inc. for completion of Phase II Engineering on the proposed Eldamain Road improvement from Menards Distribution Center to Galena Road in an amount not to exceed $30,000
6. Resolution to change the name of Grove Road remnant to Old Grove Road at Rte. 126
7. Award Transportation Alternatives Program Grants to the following agencies:
   a. Oswegoland Park District in an amount not to exceed $6,000
   b. Village of Oswego in an amount not to exceed $20,000
   c. City of Plano in an amount not to exceed $25,000
   d. City of Yorkville in an amount not to exceed $5,000
8. Engineering Agreement with Willett Hofmann & Associates, Inc. to analyze all bridges on the County Highway System (28 bridges total) to determine allowable overweight loads that can be permitted at a cost not to exceed $30,000, with the stipulation of an explanation from the County Engineer if this was budgeted and which funds monies will be expended
9. Resolution Appropriating Funds for the Payment of the County Engineer’s Salary in an amount not to exceed $106,306 and authorizing IDOT to transfer an amount not to exceed $53,153 of Federal Surface Transportation Funds in return for an equal amount of State funds

E. Facilities Management
F. Finance Committee
   1. Approve Claims in an amount not to exceed $1,175,039.51
G. Judicial/Legislative
H. Animal Control
I. Health & Environment
J. Committee of the Whole
K. Standing Committee Minutes Approval

14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation Commission
   D. Board of Health
   E. 708 Mental Health Board
   F. River Valley Workforce Investment Board
   G. Per Diem Ad Hoc
   H. Regional Office of Education

15. Other Business
16. Chairman’s Report

Appointments
James McCarty – Bristol-Kendall Fire Protection District Trustee – 3 year term – expires April 2017
David Stewart – Bristol-Kendall Fire Protection District Trustee – 3 year term – expires April 2017
Paul Anderson – Oswego Fire Protection District Trustee – 3 year term – expires April 2017
Brent Ekwinski – Yorkville-Bristol Sanitary District – 3 year term – expires May 2017
Jim Jensen – Board of Health – 3 year term – expires March 2017
Jeremy Swanson – Housing Authority – 5 year term – expires June 2019
Robert Tripp – Oswego Fire Protection District Trustee – 3 year term – expires April 2017

**Announcements**

Rodger Long – Oswego Fire Protection District Trustee – 3 year term – expires April 2017

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, February, 2014 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Ceslch, Lynn Cullick, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrti.

The Clerk reported to the Chairman that a quorum was present to conduct business.

The minutes

Member Gilmour moved to approve the submitted minutes from the Adjourned County Board Meeting of 1/21/14. Member Prochaska seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

The agenda

Member Cullick moved to approve the agenda. Member Koukol seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

Executive session

Member Gilmour made a motion to go into Executive Session for litigation for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or local counsel for the public body including hearing testimony on a complaint lodged against an employee of the public body or against local counsel for the public body to determine its validity. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Reconvene

Old business

Update Electric Supply Referendum

Chris Childress from Progressive Energy Group informed the Board that information may be found at electricsupply.org, on Facebook, and the Patch blogs. They analyzed where the referendum had failed last time and have developed a communication/awareness plan. They will be on WSPY and have ads in the newspaper as well as yard signs. They will also be making direct phone calls. Mr. Childress stated that there will be two informational meetings, one at the Historic Courthouse on March 3, 2014 from 6:00 - 7:00 pm and one at the Oswego Village Hall on March 6, 2014 from 6:00 - 7:00 pm. If the referendum passes there will still be a need for two public hearings.

Authorize distribution of Electric Supply Referendum Awareness Letter

Member Purcell made a motion to authorize the distribution of an Electric Supply Referendum Awareness Letter. Member Wehrti seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Dear Kendall County Resident:

The Kendall County Board voted to place a referendum question on the March 18, 2014 election ballot for all unincorporated voters to consider. The question asks the voters whether the County Board shall have authority to coordinate Electric Supply Aggregation for residents and small businesses of unincorporated areas of Kendall County.
Electric supply aggregation is a process whereby an entire community moves to an alternate electric supplier as a group. Communities are pursuing electric supply aggregation because they may be able to help their residents and eligible small businesses save money by creating a combined customer group that has more buying power than individual residents.

Communities throughout Illinois may aggregate (pool together) the electric load of its residents to seek bids for lower electric supply rates from suppliers other than ComEd. This has come about due to deregulation of the electric market by the State of Illinois.

The referendum on the March 18, 2014 ballot will read as follows:

| Shell the County of Kendall have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program? YES or NO |

There will be no change to your billing. ComEd will continue to send your monthly bill. ComEd will still deliver the electricity and you still call ComEd for service and outages. You will not be required to participate in the new program. Every resident who does not already have an alternate supplier will receive a letter with the opportunity to "opt out" of the new program and stay with ComEd as the energy supplier or select their own supplier.

Additional information about Electric Supply Aggregation can be obtained by calling the electric supply aggregation hotline at 1-800-856-3404 or www.electricsupplyvote.org.

Early voting begins March 3 and ends March 15 for the March 18, 2014 Primary Election. Early voting polling locations are the Oswego Village Hall (100 Parkers Mill, Oswego) and County Office Building (111 W. Fox Street, Yorkville).

Q: What is Electric Supply Aggregation?
Electric supply aggregation is a process whereby an entire community moves to an alternate supplier as a group. Communities are pursuing aggregation because they may be able to help their residents and eligible small businesses save money by creating a combined customer group that has more buying power than individual residents.

Q: What action must I take if my community approves Electric Supply Aggregation program and I want to join the program?
If unincorporated residents of Kendall County approve the referendum for an aggregation program, you do not need to take any action in order to participate and get the negotiated electric supply price.

Q: What if I do not want to join the Electric Supply Aggregation program?
You will have two opportunities to opt-out of the program if you decide not to participate. The chosen supplier will send opt-out notices to all residents and eligible small businesses within the community. You will need to fill out and return the opt-out notice in order to be excluded from the program.

Q: Who do I call if my power goes out? Who do I get my bill from?
You continue to call your local utility company, ComEd. Also ComEd will bill you.

Q: Who do I contact for more Information on Electric Supply Aggregation?
Visit the Illinois Commerce Commission website, www.pluginillinois.org or contact the Electric Supply Aggregation Hotline at 1-800-856-3404 or www.electricsupplyvote.org.

Q: What are the Electric Supply Aggregation rates that other communities are paying?

<table>
<thead>
<tr>
<th>ComEd Residential Supply Rates</th>
<th>Electric Supply Aggregation Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>ComEd Electric Rates*</td>
<td>Local Rates*</td>
</tr>
<tr>
<td></td>
<td>Price Per kWh</td>
</tr>
<tr>
<td>ComEd December 2012</td>
<td>Aurora</td>
</tr>
<tr>
<td></td>
<td>4.71 cents</td>
</tr>
<tr>
<td>ComEd December 2013</td>
<td>Aurora Township</td>
</tr>
<tr>
<td></td>
<td>4.80 cents</td>
</tr>
<tr>
<td>ComEd February 2014</td>
<td>Montgomery</td>
</tr>
<tr>
<td></td>
<td>4.82 cents</td>
</tr>
<tr>
<td></td>
<td>Oswego</td>
</tr>
<tr>
<td></td>
<td>4.75 cents</td>
</tr>
<tr>
<td></td>
<td>Plainfield</td>
</tr>
<tr>
<td></td>
<td>4.83 cents</td>
</tr>
<tr>
<td></td>
<td>Plano</td>
</tr>
<tr>
<td></td>
<td>4.81 cents</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.80%</td>
</tr>
<tr>
<td>20.24%</td>
</tr>
<tr>
<td>19.97%</td>
</tr>
<tr>
<td>21.14%</td>
</tr>
<tr>
<td>19.81%</td>
</tr>
<tr>
<td>20.14%</td>
</tr>
</tbody>
</table>
NEW BUSINESS

Resolution for Process Indigent Veteran Burials in Kendall County

Member Wehrli made a motion to the Resolution for Processing Indigent Veteran Burials in Kendall County. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

COUNTY OF KENDALL
RESOLUTION 2014-03
RESOLUTION FOR PROCESSING INDIGENT VETERAN BURIALS IN KENDALL COUNTY

WHEREAS, the purpose of the Veterans Assistance Commission of Kendall County is to process all claims on behalf of Kendall County veterans and their families as stated in the Illinois Military Veterans Assistance Act (330 ILCS 45); and,

WHEREAS, the VACKC Superintendent, with County Board oversight, would employ certain cost cutting measures such as cremation of the body and interment in the Abraham Lincoln National Cemetery in order to reduce the overall expense associated with an indigent burial; and,

WHEREAS, the VACKC office is already equipped to obtain a copy of the veteran's discharge from the National Archives; and,

WHEREAS, the VACKC Superintendent would accomplish the task of certifying that the discharge meets the U.S. Department of Veteran Affairs criteria for burial in a VA National Cemetery;

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board shall, for the reasons stated, appoint the VACKC Superintendent as the designated person assigned to process indigent veterans burials on behalf of Kendall County as stated in Illinois law 55 ILCS 5/5-27001 through 5-27003 entitled "Counties Code". And, that the current claims processing method of submitting expense vouchers to the Kendall County Accounts Payable Department be recognized as the most accountable method and therefore utilized when processing these burial claims that occur.

Approved and adopted by the County Board of Kendall County, Illinois, this 18th day of February, 2014.

Attest:
John Shaw, Chairman
County Board
Debbie Gillette
County Clerk

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall stated that the month of January was a challenging month due to the weather and he is concerned with the effects of the spring weather.

County Clerk

Revenue Report 1/1/14-1/31/14

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>2,042.50</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>420.00</td>
</tr>
</tbody>
</table>
County Clerk Fees - Civil Union $ 60.00
County Clerk Fees - Misc $ 1,406.93
County Clerk Fees - Recording $ 23,853.00
01010061205 Total County Clerk Fees $ 27,782.43
01010001185 County Revenue $ 26,213.00
38010001320 Doc Storage $ 14,785.50
51010001320 GIS Mapping $ 24,949.00
37010001320 GIS Recording $ 3,115.00
01010001135 Interest $ 40.82
01010061210 Recorder's Misc $ 4,804.00
81010001320 RHSP/Housing Surcharge $ 12,537.00

CK # 17491 To KC Treasurer $ 114,226.75

County Clerk, Debbie Gillette reviewed the dates for voting.

Office of Jill Ferko
Kendall County Treasurer & Collector
111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR TWO MONTH ENDED 01/31/2014

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2014 YTD</th>
<th>2014 YTD %</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$365,000</td>
<td>$84,428</td>
<td>23.13%</td>
<td>$71,125</td>
<td>22.58%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,410,000</td>
<td>$515,727</td>
<td>21.40%</td>
<td>$340,815</td>
<td>17.48%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$395,000</td>
<td>$73,657</td>
<td>18.65%</td>
<td>$65,583</td>
<td>19.26%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$900,000</td>
<td>$160,511</td>
<td>17.83%</td>
<td>$148,401</td>
<td>15.67%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$452,000</td>
<td>$52,921</td>
<td>11.71%</td>
<td>$79,620</td>
<td>19.91%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,100,000</td>
<td>$153,264</td>
<td>13.93%</td>
<td>$191,408</td>
<td>15.95%</td>
</tr>
<tr>
<td>Fines &amp; Foreclosures/St Atty.</td>
<td>$529,000</td>
<td>$79,781</td>
<td>15.34%</td>
<td>$100,281</td>
<td>18.23%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$7,681</td>
<td>19.20%</td>
<td>$1,301</td>
<td>5.95%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$1,977</td>
<td>5.65%</td>
<td>$2,996</td>
<td>8.56%</td>
</tr>
<tr>
<td>Category</td>
<td>Revenue</td>
<td>Expenditure</td>
<td>Revenue %</td>
<td>Expenditure %</td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------</td>
<td>-------------</td>
<td>-----------</td>
<td>--------------</td>
<td></td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,112,053</td>
<td>$217,035</td>
<td>19.52%</td>
<td>$171,149</td>
<td>15.55%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,460,000</td>
<td>$416,186</td>
<td>16.92%</td>
<td>$404,974</td>
<td>16.87%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$330,000</td>
<td>$60,702</td>
<td>18.39%</td>
<td>$65,308</td>
<td>34.37%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$850,000</td>
<td>$166,120</td>
<td>19.54%</td>
<td>$194,020</td>
<td>24.10%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$650,000</td>
<td>$74,916</td>
<td>11.53%</td>
<td>$134,788</td>
<td>19.20%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,619,053</strong></td>
<td><strong>$2,064,907</strong></td>
<td>17.77%</td>
<td><strong>$1,971,850</strong></td>
<td><strong>19.97%</strong></td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,300,000</td>
<td>$729,477</td>
<td>16.96%</td>
<td>$717,370</td>
<td>17.08%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,300,000</td>
<td>$729,477</td>
<td>16.96%</td>
<td>$717,370</td>
<td>17.08%</td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are
 to be collected later.

To be on Budget after 2 months the revenue and expense should be 16.86%

**State’s Attorney**

Assistant State’s Attorney, Leslie Johnson stated that the anti-harassment training has been completed and is now available online for those that missed the training.

**Coroner**

Statistics:

<table>
<thead>
<tr>
<th>2014 Statistics</th>
<th>State for Same Period In 2013</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 Total Deaths...</td>
<td>46</td>
<td>64</td>
</tr>
<tr>
<td>Autopsies to Date...</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Toxicology Samples...</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>Cremation Permits...</td>
<td>23</td>
<td>29</td>
</tr>
<tr>
<td></td>
<td></td>
<td>-28%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>-67%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>33%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>-21%</td>
</tr>
</tbody>
</table>

**Health Department**

Dr. Tokars stated that they had an exercise that involved pressing a button for national accreditation. This looks at quality controls and improvement for services, administration work and governance. This means that the data has been sent to national, they will review the evidence and do a site review. It influences the way the public receives their work in a positive way.

**Supervisor of Assessments**

Supervisor of Assessments, Andy Nicoletti stated that the final Board of Review decisions will be sent out and they will be sending out 5,000 senior exemption renewal applications. Mr. Nicoletti passed out a copy of the final abstract. The Board of Review did a little over $21 million in reduction, a total new construction of $24 million and the overall reduction from 2012 to 2013 was 4.87%. He has completed the sales ratio study for 2014; we are looking at about a 1% reduction. What that is saying is that houses are selling for more than what they are assessed.

**STANDING COMMITTEE REPORTS**
Planning, Building & Zoning

Host Fee Agreement with Green Organics Inc.

Member Gryder stated that they are going to push this to the March 4th meeting.

Petition 13-26 Green Organics

Member Gryder stated that they are going to push this to the March 4th meeting.

Petition 13-31 Special Use for 1542 Plainfield Road

Member Gryder made a motion to approve Petition 13-31 granting a special use for 1542 Plainfield Road to hold weddings and special events on site. Member Wehrli seconded the motion.

Candace Hadley stated that the site is the Historic Gilbert Gaylord house built in 1865 located at 1542 Plainfield Road. The location is 4 miles southeast of Route 71 and between Oswego Plains Dr and Southfield Dr about one mile from Douglas and Ridge.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

ORDINANCE NUMBER 2014-02
GRANTING A SPECIAL USE FOR 1542 PLAINFIELD ROAD

WHEREAS, Candice Hadley has filed a petition for a Special Use within the R-3 Residential Zoning District for a 5 acre property located on the south side of Plainfield Road about 1.1 miles west of Ridge Road, commonly known as 1542 Plainfield Road (PIN#03-35-377-003), in Oswego Township, and;

WHEREAS, said petition is to hold weddings and special events on site. This use would be considered a unique use: (Uses, not otherwise listed herein, may be granted special use approval if such uses conform to the purpose, goals and objectives of the Residential Zoning Districts as described in Section 8.01.); and

WHEREAS, said property would be considered unique due to home being historic and eligible to apply for the National Registry of Historic Places, the house was built in 1865 by Gilbert Gaylord; and

WHEREAS, said property would be considered unique due to the size of the lot and being able to meet all the conditions of a banquet hall if located in the A-1 Agricultural District as a special use; and

WHEREAS, said property is currently zoned R-3 Residential with an existing Special Use for the operation of a bed and breakfast; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for as Ordinance 1995-07 on April 18, 1995; and

WHEREAS, said property is legally described as:


WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on January 27, 2014; and

WHEREAS, the findings of fact were approved as follows:
That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The special use will not be detrimental or endanger the public health, safety, morals, comfort or general welfare.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The petitioner is not proposing to change the site but have a temporary tent up during events therefore keeping with the residential character of the neighborhood.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will not be adding any new utilities, roadways or drainage to the property. They will use the current access points onto Plainfield Road, have 2 septic systems currently and have some hard surface areas for parking.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The special use will be considered a unique use and will meet other regulations like the noise ordinance and parking regulations during events.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This special use will not be every weekend so most of the time it will just be residential uses and not events.

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit to hold weddings and special events on site subject to the following conditions:

a. The principal use of the property is for residential purposes.

b. A maximum of 100 persons at any one time

c. All events must end at 10pm on weeknights and 11pm on weekends.

d. All events must be catered unless modifications are made to the kitchen and approved by the Health Department.

e. Compliance with applicable building codes and securing of the required permits associated with any proposed remodeling, alteration, construction or expansion of existing and proposed structures on the premises.

f. Allow a lit sign only to be lighted during the event and not to exceed 16 square feet in size. The lights must go off no later than the times specified in the special use. No electronic billboard.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on January 21st, 2014.

Attest:
Debbie Gillette        John Shaw
Kendall County Clerk   Kendall County Board Chairman

Petition 14-03 Plat of Vacation

Member Wahli made a motion to approve Petition 14-03 approving a plat of vacation for lots 42 and 43 in the Henneberry Woods Subdivision and combine into one lot. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.
ORDINANCE # 2014-03
APPROVING A PLAT OF VACATION FOR LOTS 42 AND 43 IN THE HENNEBERRY WOODS SUBDIVISION

WHEREAS, Kenneth and Penny Zollinger has filed a petition for a plat of vacation for lots 42 and 43 in the Henneberry Woods Subdivision Unit 2. The property is located on the north side of Waa-Kee-Sha Drive (PIN #06-05-393-014), in NaAuSay Township, and;

WHEREAS, said petition is to vacate that portion of the 7.5' wide public utility easement on the east property line of lot 43 and the 7.5' wide public utility easement on the west property line of lot 42, and;

WHEREAS, the 15' public utility easement on the north of lot 43 will extend across lot 43 and end at lot 42 as shown on the original subdivision plat, and;

WHEREAS, said property is legally described as:

LOT 42 AND 43 IN HENNEBERRY WOODS- UNIT 2 IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 200600000904 ON JANUARY 10, 2006

WHEREAS, the Preliminary Plat for Henneberry Woods was approved on November 16, 2004 as Ordinance number 04-36; and

WHEREAS, the Final Plat for Henneberry Woods Unit 2 was approved on April 19, 2005 as Ordinance number 05-23; and

WHEREAS, to effect the revised plat a Plat of Vacation needs to be approved by the County Board; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby approves a Plat of Vacation for said tracts of land described above; and

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 18th day of February, 2014.

Attest:
Kendall County Clerk
Debbie Gillette
Kendall County Board Chairman
John Shaw

Public Safety

Agreement for unpaid leave of absence

Member Prochaska made a motion to approve the agreement between the County of Kendall, the Kendall County Sheriff, the Illinois Fraternal Order of Police Labor Council and Deputy Kevin Deal extending Deputy Deal an unpaid leave of absence from February 4, 2014 to August 31, 2014. Member Gilmour seconded the motion.

Assistant State’s Attorney, Leslie Johnson stated that this is a memorandum of agreement like those that have been done in the past for other deputies. Mr. Deal was injured in the line of duty on February 4, 2013; he was granted his year of leave and has not yet been able to return to work. The agreement would grant him an additional unpaid leave of absence. He would be notified of any openings, should he not be released by August his employment will end. The agreement is identical to others that have been approved by the board in the past.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Purcell who abstained. Motion carried.

Administration/HR

Section 5310 grant agreement

Member Gilmour made a motion to approve the resolution authorizing applications for a FFY 2013 and 2014 Section 5310 enhanced mobility of seniors and individuals with disabilities grant agreement under the Regional Transportation Authority’s general authority to make such agreements. Member Gryder seconded the motion.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

COUNTY BOARD OF THE COUNTY OF KENDALL RESOLUTION

Please note: The attached Board Resolution is anticipated to be approved by the full Kendall County Board on February 18th, 2014, at which time a copy will be sent to the appropriate RTA designee.
Resolution No. 14-04

Project Title FFY2013 & FFY2014 Section 5310 Application for Kendall Area Transit

Resolution authorizing applications for and execution of a FFY 2013 and 2014 Section 5310 grant agreement under the Regional Transportation Authority's general authority to make such Grants.

Whereas, the Regional Transportation Authority (the "Authority"), is authorized make such grants as the designated recipient of the FFY 2013 and 2014 Section 5310 program for Northeastern Illinois; and

Whereas, the Authority has the power to expend funds for use in connection with FFY 2013 and 2014 Section 5310 projects, and

Whereas, the Authority has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, and

Whereas, approval for said funds will impose certain financial obligations upon the recipient.

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

Section 1. That the County Administrator is authorized to execute and file applications on behalf of the County of Kendall with the Regional Transportation Authority for a FFY 2013 and 2014 Section 5310 grant for Kendall Area Transit.

Section 2. That the County Administrator is authorized to furnish such additional information, assurances, certifications and amendments as the Regional Transportation Authority may require in connection with this FFY 2013 and 2014 Section 5310 grant agreement application.

Section 3. That the County Board certifies that the County of Kendall will provide the required local match funds for the project.

Section 4. That the County Administrator is authorized and directed on behalf of the County of Kendall to execute and deliver grant agreements and all subsequent amendments thereto between the County of Kendall and the Regional Transportation Authority for FFY 2013 and 2014 Section 5310 grant, and the County Clerk of the County of Kendall is authorized and directed on behalf of the County of Kendall to attest said agreements and all subsequent amendments thereto.

Section 5. That the County Administrator is authorized and directed to take such action as is necessary or appropriate to implement, administer and enforce said agreements and all subsequent amendments thereto on behalf of the County of Kendall.

PRESENTED and ADOPTED the 18th day of February, 2014.

John A Shaw, County Board Chairman
Debbie Gillette, County Clerk

Highway
Hutchison Engineering Agreement

Member Koukol made a motion to approve the supplemental engineering agreement for professional engineering services between Kendall County and Hutchison Engineering, Inc. for completion of Phase II Engineering on the proposed Eldmain Road improvement from Menards Distribution Center to Galena Road in an amount not to exceed $30,000. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 14-08 is available in the Office of the County Clerk.

BREAK

RECONVENE

Chairman Shaw reconvened the county board meeting.

Facilities

Member Koukol reviewed the minutes in the packet from the February 3, 2014 meeting.
Extension for Call One Telephone Circuits

Member Koukol stated that the item is not ready yet.

Economic Development

Subordination Agreement

Member Koukol made a motion to approve the subordination agreement with Old Second National Bank, dated January 15, 2014, for the loan to Mark A. Meketi and Brenda L. Meketi dba Brenda's Custard Cup, approved May 17, 2006, from the Kendall County Revolving Loan Fund. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $476,943.25. Member Cullick seconded the motion.

COMBINED CLAIMS: FCLT MGMT $49,000.81, B&Z $1,098.15, CO CLK & RCDR $1,742.63, ELECTION $4,830.36, SHRFF $32,201.23, CRRCTNS $10,979.54, EMA $1,254.24, CRCT CT CLK $565.46, JURY COMM $4,874.54, CRCT CT JDG $3,537.59, CRNR $1,483.00, CMB CRT SRV $518.77, PUB DFNDR $1,591.00, ST ATTY $2,496.35, TRSR $149.08, EMPLOY HLTH INS $16,125.00, OFF OF ADM SRV $143.58, TECH SRV $3,786.90, CAP EXPEND $4,059.83, ECON DEV EXP $1,287.16, LIABL INSUR EXPS $20,967.97, CO HWY $95,461.08, CO BRDG $4,975.81, TRNSPRT SALES TX $51,308.46, HLTH & HMN SRV $86,486.87, FRST PRSRV $9,734.78, ANML MED CR FND $587.12, ANML CNRTL EXP $1,254.24, CRCT CT DOC STRG $699.99, HINTA $43,110.50, CRCT CT DOC STRG $3,245.54, CRCT AUTOMA $3,736.51, PRTN SRV EXP $1,819.53, GIS $13.00, KAT EXP FND $4,812.29, CO ANML POP CONT $645.00, VAC $4,456.18, SHRFF VHCL FND $614.34, CRNR SPCL FND $129.74.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Deposit of lease payments from CASA

Member Purcell made a motion to authorize deposits of lease payments received from Court Appointed Special Advocates (CASA) as a tenant of 811 W John St, Yorkville into County Building Debt Service Fund number 56. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Expenditure to CASA for contractual services

Member Purcell stated that CASA provides services to the county to help offset costs.

Member Purcell made a motion to approve a $4,800 expenditure to CASA for contractual services from general Fund line number 0102-034-6215. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Purcell stated that they discussed the capital plan and will continue to do so for the next several meetings.

Judicial/Legislative

Member Cullick stated that the next meeting will be on March 26, 2014.

Animal Control

Member Cesich stated that the next meeting will be on February 19, 2014.

STANDING COMMITTEE MINUTES APPROVAL

Member Prochaska moved to approve all of the Standing Committee Minutes and Reports. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL COMMITTEE REPORTS

Public Building Commission

Member Wehrli stated that did not have a meeting.

Co Board 2/18/2014
VAC

Member Wehrli stated that the next scheduled meeting is April 8, 2014.

Historic Preservation

Chairman Wehrli stated that they did not have a meeting.

Board of Health

Member Wehrli reported that they will meet on February 18, 2014. Jan Kellogg will be leaving the Board of Health.

708 Mental Health Board

Member Gilmour reported that the next meeting is February 19, 2014.

RiverValley Workforce Investment Board

Member Koukol stated that they did not have a meeting.

Per Diem Ad Hoc

Member Cesich stated that the minutes are in the packet from the January 30, 2014 meeting.

CHAIRMAN’S REPORT

Appointments

James Horton – Lisbon-Seward Fire District – 3 year term – expires April 2017

Member Purcell moved to approve the appointments. Member Koukol seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

QUESTIONS FROM THE PRESS

Matt Schury from the Kendall County Record asked that at the February 25th Per Diem meeting if that is where there will be a vote on the issues.

Steve Lord from the Beacon News asked if the CASA lease and expenditure was a wash.

ADJOURNMENT

Member Prochaska moved to adjourn the County Board Meeting until the next scheduled meeting. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

Approved and submitted this 5th day of March, 2014.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Clerk Fees</td>
<td>$1,702.50</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Marriage License</td>
<td>$600.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Civil Union</td>
<td>$828.64</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Misc</td>
<td>$17,081.00</td>
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<tr>
<td></td>
<td>County Clerk Fees - Recording</td>
<td>$20,192.14</td>
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<tr>
<td>01010061205</td>
<td>Total County Clerk Fees</td>
<td>$20,192.14</td>
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<td>01010001185</td>
<td>County Revenue</td>
<td>$16,856.75</td>
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<tr>
<td>38010001320</td>
<td>Doc Storage</td>
<td>$10,642.50</td>
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<td>51010001320</td>
<td>GIS Mapping</td>
<td>$17,984.00</td>
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<tr>
<td>37010001320</td>
<td>GIS Recording</td>
<td>$2,244.00</td>
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<td>01010001135</td>
<td>Interest</td>
<td>$37.65</td>
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<tr>
<td>01010061210</td>
<td>Recorder's Misc</td>
<td>$2,496.50</td>
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<tr>
<td>81010001320</td>
<td>RHSP/Housing Surcharge</td>
<td>$8,649.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CK # 17516</td>
<td>To KC Treasurer</td>
<td>$79,102.54</td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk's office $564.00 ck # 17515
Dom Viol Fund sent from Clerk's office $100.00 ck 17514
### Kendall County General Fund

**Quick Analysis of Major Revenues and Total Expenditures**

**For Three Months Ended 02/28/2014**

<table>
<thead>
<tr>
<th>Revenues*</th>
<th>Annual Budget</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$365,000</td>
<td>$84,428</td>
<td>23.13%</td>
<td>$71,125</td>
<td>22.58%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,410,000</td>
<td>$515,727</td>
<td>21.40%</td>
<td>$498,458</td>
<td>25.56%</td>
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<tr>
<td>Local Use Tax</td>
<td>$395,000</td>
<td>$109,553</td>
<td>27.73%</td>
<td>$99,634</td>
<td>29.30%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$900,000</td>
<td>$242,542</td>
<td>26.95%</td>
<td>$220,137</td>
<td>23.26%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$452,000</td>
<td>$80,703</td>
<td>17.85%</td>
<td>$124,990</td>
<td>31.25%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,100,000</td>
<td>$221,716</td>
<td>20.18%</td>
<td>$284,689</td>
<td>23.72%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$520,000</td>
<td>$118,219</td>
<td>22.35%</td>
<td>$141,538</td>
<td>25.73%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$9,056</td>
<td>22.64%</td>
<td>$5,401</td>
<td>13.50%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$3,480</td>
<td>9.94%</td>
<td>$5,531</td>
<td>15.80%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,112,053</td>
<td>$306,812</td>
<td>27.59%</td>
<td>$259,588</td>
<td>23.59%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,460,000</td>
<td>$640,307</td>
<td>26.03%</td>
<td>$622,677</td>
<td>25.94%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$330,000</td>
<td>$88,915</td>
<td>26.34%</td>
<td>$99,274</td>
<td>52.25%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$850,000</td>
<td>$229,140</td>
<td>26.96%</td>
<td>$222,080</td>
<td>27.59%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$650,000</td>
<td>$109,930</td>
<td>16.91%</td>
<td>$184,682</td>
<td>26.31%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,519,053</strong></td>
<td><strong>$2,756,529</strong></td>
<td><strong>23.72%</strong></td>
<td><strong>$2,839,804</strong></td>
<td><strong>25.88%</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,300,000</td>
<td>$1,122,482</td>
<td>26.10%</td>
<td>$1,107,852</td>
<td>26.38%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,300,000</td>
<td>$1,122,482</td>
<td>26.10%</td>
<td>$1,107,852</td>
<td>26.38%</td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on budget after 3 months the revenue and expense should at 24.99%.

**Expenditures**

**All General Fund Offices/Categories**

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$26,518,158</td>
<td>$7,596,577</td>
<td>28.65%</td>
<td>$6,279,509</td>
<td>23.84%</td>
</tr>
</tbody>
</table>
KENDALL COUNTY CORONER
February FY 2014 Monthly Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday, February 01, 2014</td>
<td>1402047 *</td>
<td>9:10 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, February 05, 2014</td>
<td>1402048 *</td>
<td>4:06 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, February 05, 2014</td>
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<td>7:30 AM</td>
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<td>N</td>
<td>Residence</td>
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<tr>
<td>Sunday, February 09, 2014</td>
<td>1402050 *</td>
<td>6:47 PM</td>
<td>Natural</td>
<td>Y</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, February 11, 2014</td>
<td>1402051 *</td>
<td>1:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Tuesday, February 11, 2014</td>
<td>1402052 *</td>
<td>10:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, February 12, 2014</td>
<td>1402053 *</td>
<td>1:00 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, February 15, 2014</td>
<td>1402054 *</td>
<td>11:40 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, February 16, 2014</td>
<td>1402055 *</td>
<td>12:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, February 17, 2014</td>
<td>1402056 *</td>
<td>8:48 AM</td>
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<td>Residence</td>
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<tr>
<td>Wednesday, February 19, 2014</td>
<td>1402057</td>
<td>2:53 PM</td>
<td>Suicide</td>
<td>N</td>
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<td>Residence</td>
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<tr>
<td>Friday, February 21, 2014</td>
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<td>Residence</td>
</tr>
<tr>
<td>Saturday, February 22, 2014</td>
<td>1402060 *</td>
<td>2:48 PM</td>
<td>Natural</td>
<td>N</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, February 23, 2014</td>
<td>1402060 *</td>
<td>4:15 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, February 24, 2014</td>
<td>1402061 *</td>
<td>11:30 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, February 25, 2014</td>
<td>1402062</td>
<td>3:40 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, February 26, 2014</td>
<td>1402063</td>
<td>12:03 PM</td>
<td>Natural</td>
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<td>N</td>
<td>Residence</td>
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<td>Wednesday, February 26, 2014</td>
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<td>1:00 PM</td>
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<td>N</td>
<td>Residence</td>
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<tr>
<td>Thursday, February 27, 2014</td>
<td>1402065</td>
<td>9:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours: 63% 12:19

Autopsies
No autopsies were performed in the month of February.

Inquests
There were no inquests held during the month of February.

Statistics:

<table>
<thead>
<tr>
<th>2014 Statistics</th>
<th>State for Same Period in 2013</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 Total Deaths.....</td>
<td>85 Total Deaths.....</td>
<td>76</td>
</tr>
<tr>
<td>Autopsies to Date............</td>
<td>3 Autopsies....</td>
<td>6</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>5 Toxicology Samples..</td>
<td>3</td>
</tr>
<tr>
<td>Cremation Permits....</td>
<td>33 Cremation Permits...</td>
<td>40</td>
</tr>
</tbody>
</table>

Coroner's Office Personnel Update:

* Deputy Purcell presented at Trauber Jr. High School on Tuesday, February 11.
March 18, 2014

The following is an ESTIMATE of the 2014 EAV. Actual figures are not available at this time.

\[
\begin{align*}
\$2,756,669,643 & \quad 2013 \text{ FINAL GROSS EAV} \\
- \$55,645,402 & \quad 2013 \text{ FARMLAND & FARM BUILDING EAV} \\
\hline \\
\$2,700,024,241 & \quad 2013 \text{ NON-FARM EAV} \\
\times .9899 & \quad 2014 \text{ EQUALIZATION FACTOR (-1.01\%)} \\
\hline \\
\$2,672,753,996 & \quad 2014 \text{ EQUALIZED ADJUSTED GROSS EAV} \\
+ \$60,010,246 & \quad 2013 \text{ FARM BUILDINGS AND FARMLAND WITH 2014 INCREASE (+10\%)} \\
+ \$26,084,765 & \quad \text{ESTIMATED NEW CONSTRUCTION} \\
- \$18,174,727 & \quad \text{ESTIMATED BOR REDUCTIONS} \\
\hline \\
\$2,740,677,280 & \quad \text{ESTIMATED 2014 EQUALIZED GROSS EAV} \\
\end{align*}
\]

\[
\$2,740,677,280 \div \$2,756,669,643 = .9942 - 1.0 = .58\% \text{ REDUCTION IN EAV FROM 2013 TO 2014.}
\]
<table>
<thead>
<tr>
<th>URBAN BY TWP.</th>
<th>2011</th>
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12-Mar-14

PTAB 215
CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:30 p.m.

ROLL CALL
Present: Chairman Scott Gryder, Amy Cesich (6:58), Vice-Chair Judy Gilmour, Lynn Cullick and Jeff Wehrli
Absent: None
Also present: Planning & Zoning Manager: Angela Zubko, Administrator Jeff Wilkins & Code Enforcement Officer Brian Holdiman
In the audience: Mark Caldwell, Dave Gravel and Kim Rieckert

APPROVAL OF AGENDA
Judy Gilmour made a motion to approve the agenda as written, Jeff Wehrli seconded the motion. All agreed and the motion was approved.

APPROVAL OF MINUTES
Lynn Cullick made a motion to approve the minutes from February 10, 2014. Judy Gilmour seconded the motion. All agreed and the minutes were approved.

EXPENDITURE REPORT (handed out at meeting)
Jeff Wherli made a motion to approve the expenditure report in the amount of $14,966.40 and forward it onto the Finance Committee, Lynn Cullick seconded the motion. With a roll call vote all in attendance agreed and the motion was approved.

NEW BUSINESS
Kim Rieckert- concerns with the urban chicken ordinance: she stated she has been dealing with first-hand the problems with living next to someone that has chickens. She gave some background of how this came about and her relationship with her neighbor that has the chickens. She can no longer enjoy living at her house, she cannot have windows open due to the smell and a number of predators are on her property now due to the chickens being next door. Due to snowfall she is able to track the number of predators coming through the property. She stated Mr. Holdiman has come to the house to see the tracks as well. There are skunk tracks from the neighbor’s barn door to her house. There are bags of feed and electrical wires laying on the ground which were all cleaned up when Mr. Holdiman visited the site. She is afraid a fire might start in the barn and spread to her property. The neighbor took the coup that was built without permission and put it in the barn which is less than 10’ from the property line which is against the ordinance. She went through the history of how the neighbors have blatantly defined the PBZ Department after writing a couple letters to the violators. Chairman Gryder thanked Ms. Rieckert for attending and explaining her story and was wondering her suggestions. She stated the neighbor does not have garbage pick-up so who knows how she’s disposing of the dead chickens. She stated the ordinance states all uncovered fenced enclosures shall be at least four feet in height, that height is not tall enough as the chickens sleep in the trees. She passed around multiple pictures.
showing various violations. Mr. Gryder asked Mr. Holdiman about his experiences out at the property. Mr. Holdiman stated he’s been out there about 6 or 7 times. Mr. Wehrli agrees it should be written for the four foot fence requirement. Ms. Gilmour stated in our Ordinance is there anything stronger then the Ordinance. Mr. Holdiman stated this issue is at the SAO but Ms. Rieckert’s issue is with allowing chickens in the residential district. Mr. Wilkins wanted to state the Animal Control is not in charge of poultry, it’s not part of their functions. Planner Zubko stated if we delete the Ordinance today this will not help this property owner. Ms. Cesich asked if Planner Zubko could contact the IL Department to see if they could do anything with regards to disease or confinement areas. Mr. Gryder agrees the ordinance should be looked at again. Mr. Gryder thanked Ms. Rieckert for her time and this will be brought up at the Zoning Ad-hoc Committee. Ms. Cesich will also contact the Department of Agricultural with Planner Zubko.

OLD BUSINESS
Discussion of what district(s) an excavating business would fall under- Planner Zubko stated this was continued from last month to decide if an excavating business could fall under a special use in the A-1 Agricultural District. Planner Zubko said personally she thinks it should stay in the districts it currently falls under. Mr. Wehrli agreed with Planner Zubko but did state this spot might work but overall construction companies should not be in agricultural district. Ms. Cesich asked about the property next door. Mr. Gryder stated his concern is his backyard is an agricultural field so what’s to say we could deny that? Mr. Wehrli talked about the right to farm clause and what people think of for agricultural uses. Construction business’ cross that line. Mr. Wilkins stated he agreed with Mr. Wehrli it has to do with the intensity. Ms. Gilmour agrees with Mr. Wehrli with regards to the integrity of agricultural properties. The consensus was to not allow this as a text amendment in the A-1 district.

Discussion and approval of a host fee agreement with Green Organics Inc.- Planner Zubko stated as she emailed out there are 2 host fee agreements drafted by the SAO and she wishes the PBZ Committee would vote on which version we should use. One is strictly the host fees and the longer version is lengthier about community relations/complain issues, operational concerns, etc. Mr. Gravel stated the longer one may offer contradictions and issues conflicting. Ms. Cesich asked if the SAO suggested 1 over the other. Planner Zubko stated the email does not state which they agree with.

Lynn Cullick made a motion to approve version B with Green Organics Inc. and forward it onto the next County Board meeting. Jeff Wehrli seconded the motion. All agreed and the host agreement was forwarded on.

PETITIONS-
#14-01 Building Code Update including building permit fees
Code Enforcement Officer Brian Holdiman stated he would wish this would be forwarded to the next COW or County Board meeting. The only changes since last meeting was on page 14, page 15 and Page 16. He asked the Committee if they had any questions. Mr. Wehrli asked what the International Fuel Gas Code is. Mr. Holdiman stated it talks about gas piping and redacted it from the building code. The other question was on page 9, the fees with regards to stop work orders. Is he comfortable with the $50 fine? Mr. Holdiman stated he does not have an issue as it has never been a problem. Mr. Gryder asked if we could postpone this till April? Mr. Holdiman stated that is fine. Ms. Cesich asked if Mr. Holdiman could talk to the SAO with regards to language referenced by Mr. Wehrli. Mr. Wehrli was on page 23 (on the clean version) with regards to front doors and asked a question about the first section and if that could be clarified to specify the minimum requirements. It will be on the agenda next month but nothing will be put in the packet unless something comes up.
#14-02 Dickson Valley Ministries

Planner Angela Zubko did an overview of the request stating the property is located at 8250 Finnie Road on the north and south side of Finnie Road, 0.8 miles south of Finnie & Rogers Road. The petitioners are seeking approval of a major amendment to an existing Special Use Permit to modify the site plan and expand the special use to pin numbers 04-17-100-002 & 04-17-300-007. The entire property is 160 acres. The grounds are utilized all year long and their current special use is for a camp and retreat center. The center started in 1971, in the report is a lot of history of the property but Planner Zubko will not go over it at this time. Over the years the petitioners have updated their special use and have updated their site plan and conditions. The petitioners are looking to keep the lit sign which was the last amendment in 2002. The property currently has 3 access points off Finnie Road going south, 1 entrance to the Director’s Lodge, one going to the main grounds and one on the far eastern side of the property. The petitioner also has access off Finnie Road going north to an existing building. The petitioner is proposing one more access point north of Finnie Road for the remote camp parking. Most of the southern property is covered with wetlands and floodway, the area is also referred to as the Sedge Meadow and is an Illinois Natural Area Inventory Site and a Natural Heritage Landmark. The report shows where most of the floodplain exists which is most of the southern property. Through mostly donated funds and volunteer labor, the ministry of Dickson Valley plan to undertake the following projects which is a wish list and might not be completed for awhile due to timing and funding:

- Development of area with single cabins, housing up to 72 beds
- Year round Programs Lodging, two near front entrance
- Maintaining a lighted sign at the main Finnie Road entrance
- Addition to Directors Lodge/Front office
- Day camp area with open air pavilion and restrooms
- New road at west edge of lake accessing new parking area
- 400 seat Chapel pavilion
- Small rustic campsite area only for churches wanting a little more remote setting
- 3-4 RV spots for volunteers and leaders only
- Structures and storage areas at maintenance shop as needed
- Remodels of current lodges (including but not limited to Whitaker Lodge, Acorn Lodge, Silver Fox Lodge and Dickson Lodge) providing additional housing up to 72 beds
- Reforestation of some of the floodplain areas
- Addition to Chrouser Lodge dining room if needed

Also in the report were previous conditions placed on the special use. The Township Board approved the special use and Planner Zubko stated Millbrook also recommended approval. In the packet is the site development plan and Mark Caldwell from the Dickson Valley Ministries is in attendance to answer any questions. Staff recommends approval of the requested major amendment to their special use with the recommended 5 conditions. ZPAC recommended approval, there were some changes to the conditions during the Plan Commission which are reflected in the packet and the special use hearing officer made a favorable recommendation with the 5 listed conditions in the report. Planner Zubko introduced Mark Caldwell and stated he’s been with Dickson Valley since 1989 and he lives at the camp.

Mr. Caldwell introduced himself and thank everyone for their help.

Ms. Cesich asked some basically questions about the site plan.

Jeff Wehrli made a motion to approve the amended special use and forward it onto the next County Board meeting. Lynn Cullick seconded the motion. All agreed and the special use will be forwarded on.
Planner Zubko stated in your packet is the proposed text changes and wanted to mention that some modifications were suggested by the state like when the owner can object or how that will be brought up at the meeting. This will be brought back next month but Planner Zubko wanted to make sure the PBZ Committee is comfortable with the language as presented for now. Planner Zubko will also ask Catherine O’Conner to attend the COW meeting in April to help aid in this process. The plan is to have the correct language come back before the PBZ Committee next month and hopefully move it onto the COW meeting and full County Board. Mr. Gryder asked about the 51% with regards to historic districts. Mr. Wehrli answered his question and stated there will be very few districts in Kendall County. Ms. Gilmour asked about the Villages and cities if the County helped oversee the applications for historic preservation districts or landmarks. There was discussion about the supermajority.

PUBLIC COMMENT- None

UPDATE ON HISTORIC PRESERVATION- The Commission is looking for 2 more members if anyone knows of someone interested.

UPDATE ON CMAP LAND USE COMMITTEE MEETING- Planner Zubko missed last month’s meeting and will most likely miss next week’s meeting as well due to the change in the County Board meeting.

PROJECT STATUS REPORT—Reviewed
PERMIT REPORT—Reviewed
REVENUE REPORT—Reviewed
CORRESPONDENCE—None
EXECUTIVE SESSION—None

ADJOURNMENT- Next meeting will be on April 14, 2014
Lynn Cullick made a motion to adjourn the meeting. Amy Cesich seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 8:17 p.m.

Respectfully Submitted,
Angela L. Zubko
Planning & Zoning Manager
HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("Host Agreement" or "Agreement") is entered into as of the 19th day of March, 2014, among the County of Kendall, Illinois ("County") and Green Organics, Inc. ("the Company"), an Illinois corporation with its principal place of business located in Kendall County, Illinois.

RECITALS

WHEREAS, the Company currently leases approximately 58 acres located on the east side of Beecher Road about 0.5 miles south of Galena Road, commonly known as 1270 E. Beecher Road (PIN #02-08-100-006, part of PIN # 02-08-200-015, part of PIN #02-08-200-018, part of PIN #02-08-200-019 and part of PIN # 02-08-200-022), in Bristol Township from Milroy Farms, LLC and Bristol Ventures, LLC, which property is more specifically described in the legal description set forth in Attachment A (the "Property"); and

WHEREAS, said Property is currently zoned A-1 Agricultural with an existing Special Use for the operation of a landscape and food waste composting site (hereinafter referred to as "the Facility"); and

WHEREAS, the County Board of Kendall County, Illinois did grant the original special use permit on October 19, 1993 (see Ordinance 1993-19) and also granted the Company's requests for renewal of the special use permit on August 19, 1997 (Ordinance 1997-13), on April 18, 2000 (Ordinance 2000-18) and most recently on May 20, 2008 (Ordinance 2008-17); and

WHEREAS, on October 25, 2011, the Kendall County Zoning Administrator and Deputy Zoning Administrator granted the Company's petition for a minor amendment to the special use permit to allow the Facility to accept and process food waste (Minor Amendment No. 10-25-11); and
WHEREAS, the Company recently filed a petition for a major amendment to their special use permit, which was signed by the Company and the Property’s owners, seeking the Company to continue operating the Facility but modifying the site plan to eliminate approximately 10.5 acres of the existing Property; add approximately 9.5 acres northeast of the existing Property in the City of Yorkville; and adding new conditions to the Property (see Petition 13-26); and

WHEREAS, if the County grants Company’s petition to amend the special use permit and the Illinois Environmental Protection Agency (“the Agency”) issues all appropriate and necessary permits for the continued development and operation of the Facility on the Property, the Company is willing to afford certain benefits as set forth herein to the County; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the County hereby agree as follows:

ARTICLE 1. GENERAL

1.1 Incorporation of Recitals. The above recitals are incorporated as part of this Agreement as though fully set forth herein.

1.2 Property. This Agreement encompasses and relates to the Property, as legally described in Attachment A. Any further or future requests for expansion of the Facility, whether on the Property or located elsewhere in the County, is not encompassed by this Agreement and will be the subject matter of a separate Host Agreement, or a supplement to this Agreement, as later determined by the parties to this Agreement.

1.3 Effective Date. This Agreement shall be effective upon acceptance of its terms by the Kendall County Board.
1.4 **Expiration Date.** This Agreement shall expire on **December 1, 2023.** If environmental permitting is not achieved and maintained throughout the term of the Agreement or if the Facility ceases to be operational for any other reason, this Agreement shall expire thirty (30) calendar days after written notification of termination from the Company to the County. Any petition for renewal of this Agreement and the Property’s special use permit shall be submitted to the County on or before the close of business on **June 30, 2023.** This Agreement may be terminated by the County for any other reason upon written notice delivered to the Company at least sixty (60) calendar days prior to the effective date of termination. No penalties or early termination charges shall be required upon County’s early termination of the Agreement.

**ARTICLE 2. DEFINITIONS**

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

2.1. "**Act**" refers to the Illinois Environmental Protection Act, 415 ILCS 5/1 et. seq., the Illinois Pollution Control Board regulations issued pursuant thereto and relevant permit requirements the Agency may in the future issue with respect to the Facility.

2.2. "**Agency**" and "**IEPA**" refer to the Illinois Environmental Protection Agency.

2.3. "**Agreement**" or "**Host Agreement**" refer to this Agreement and the provisions contained herein.

2.4. "**Authorized Waste**" means landscape and food waste that the Facility is authorized to accept and compost pursuant to the terms of the Facility’s IEPA permit and the terms of this Agreement.

2.5. "**Board**" refers to the Kendall County Board.

2.6. "**County**" refers to the County of Kendall, Illinois.
2.7. "Host Community Fee" refers to the fee paid to the County, for the benefit of the County, as set forth in this Agreement;

2.8. "Landscape waste" refers to landscape waste as defined in Section 5/3.270 of the Act.

2.9. "Unauthorized Waste" refers to any other form of waste that is not expressly authorized pursuant to the terms of the Facility's IEPA permit and the special use permit issued for the Property.

ARTICLE 3. COMMITMENTS AND GUARANTEES

3.1. Operational Commitment. The Company commits that it will be the sole operator of the Facility and will not transfer its lease of the Property or assign its rights and obligations to operate related to the Facility, including any component thereof, without the written approval of the Board.

3.2. Covenant Guarantee. The parties acknowledge their mutual intent at the time of entering into this Agreement to create a covenant running with the land in favor of the County and that the obligations stated in this Agreement touch and concern the use of the Property. It is the intent of the parties hereto that the Company's obligation to make payments pursuant to this Agreement is and shall be a covenant running with the Property and is and shall be binding upon transferees, successors, assigns, and subsequent tenants and owners of the Property, and is and shall be a lien upon the Property. Said covenant shall benefit the County and its successors, transferees, and assigns. The Company agrees the County may prepare, and the Company shall promptly execute duplicate originals of the Host Agreement and record such Host Agreement in the Kendall County Recorder's Office.
ARTICLE 4. OPERATIONS

4.1. Authorized Waste. The Facility shall accept only Authorized Waste. The Facility shall comply with all relevant regulations and EPA permits relative to load checking and waste acceptance.

ARTICLE 5. ENVIRONMENTAL PROTECTIONS

5.1. Compliance. At all times in connection with the operation of the Facility, the Company shall comply with all laws, ordinances, rules, regulations and permits of any applicable Federal, State or local governmental agency or authority relating to the operation of the Facility. At all times in connection with the operation of the Facility, the Company shall also comply with all provisions of the Property's special use permit and all conditions listed in Section 7.01.D.15 (composting of landscape waste and food waste) of the County's Zoning Ordinance. The County will continue to provide all inspections and testing for the Facility. The Company shall provide the Kendall County Solid Waste Coordinator with notice of all complaints received about the Facility and a copy of all documents requested by the Kendall County Solid Waste Coordinator regarding the complaints. The Kendall County Solid Waste Coordinator shall maintain a log of all complaints received about the Facility.

5.2. Indemnification. The Company agrees to indemnify, hold harmless and defend with counsel of the County's own choosing, the County, and its Board members, elected officials, agents, servants, and employees, from and against any and all lawsuits, claims, demands, liabilities, losses and expenses (including court costs, litigation expenses and attorney's fees) for or on the account of any injury to any person or any death at any time resulting from such injury, or any damage to property or the environment, or any other damage
of any type, kind or sort which may arise or which may have been alleged to have arisen out of of any type, kind or sort which may arise or which may have been alleged to have arisen out of or in connection with the Property's special use permit or this Agreement.

5.3. **Third Party Claims.** Promptly after receipt by the County, or municipality within the County, of notice of any claim, action, suit or proceeding by any person who is not a party to this Agreement which is subject to indemnification hereunder, the County or such municipality shall provide reasonable notice to the Company.

5.4. **Insurance.** The Company shall obtain and maintain all insurance coverage required by the EPA. In the event the EPA ceases to require the Company to maintain insurance coverage, the Company shall promptly notify the County and the parties shall amend this Agreement to include insurance coverage requirements.

**ARTICLE 6. HOST COMMUNITY FEES AND BENEFITS**

6.1. **Host Fees.** On a monthly basis, the Company shall pay a Host Community Fee to the County pursuant to the Host Fee Schedule set forth in "Attachment B", which is attached hereto, for all waste received by the Facility.

6.2. **Payment Form.** Each Host Community Fee payment shall be accompanied by a form prescribed by the County stating the weight of authorized waste accepted at the Facility during the payment period; a copy of all weight receipts for the Facility during the payment period; and all such other information as may be necessary for the County to assure compliance with this Agreement. The form shall be signed by the Facility's operator or his authorized representative.

6.3. **Books and Records.** The Company shall keep complete and accurate books and records relating to the determination of the fees owed under Article 6 of this Agreement, in an auditable form. The Company shall permit the County's designated representatives access to
such books and records for inspection and photocopying, during the Facility’s normal business hours. In the event that such inspection reveals any underpayment(s) of the host fee, the Company shall promptly pay to the County the amount(s) of such underpayment(s) due and owing to the County, and reimburse the County for its costs and expenses of such inspection and, if necessary, collection, including any professional and technical fees in connection therewith.

ARTICLE 7. REMEDIES

7.1. Remedies. In the event of any default or breach by the Company of their obligations set forth in this Agreement, the County may bring an action to enforce this Agreement and seek any and all relief available at law or in equity. The Company shall reimburse the County for its reasonable attorneys’ fees and costs (including fees for expert witnesses and consultants) incurred in enforcing this Agreement.

7.2. Remedies Not Exclusive. No right, power or remedy conferred upon or reserved to any Non-Defaulting Party under this agreement or under law shall be considered exclusive of any other right, power or remedy, but such rights, powers and remedies shall be cumulative and shall be addition to every other right, power and remedy given hereunder or now or hereafter available at law or in equity or by statute or otherwise, and every right, power and remedy given by this Agreement to any Non-Defaulting Party may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, without precluding an Non-Defaulting Party’s simultaneous or later exercise of any or all other rights, powers or remedies, including, by way of example, the right of the County to file a complaint with the IPCB alleging a violation of the Act. No delay or omission of the Non-Defaulting Party to exercise any right, power or remedy arising from an default or breach hereof on the part of the Defaulting Party shall impair
any such right, power or remedy or shall be construed to be a waiver of any such default or breach or any acquiescence therein.

ARTICLE 8. MISCELLANEOUS

8.1. Notice. Any notice to be given hereunder by either party to another shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated when delivered or after four (4) business days from the date of mailing, whichever is earlier. Notice shall be addressed as set forth below, but each party may change its address by written notice to the others.

To the County: Kendall County
111 West Fox Street
Yorkville, Illinois 60560-1498
Attention: County Clerk

with a copy to: Kendall County Courthouse
Office of the Kendall County State’s Attorney’s Office
807 West John Street
Yorkville, Illinois 60560
Attention: Kendall County State’s Attorney

Kendall County Planning, Building & Zoning Department
111 W. Fox Street
Yorkville, Illinois 60560
Attention: Interim Director

To the Company: Green Organics, Inc.
290 Main Place
Carol Stream, IL 60188
Attention: President

8.2. Entire Agreement and Modification of Agreement. This Agreement constitutes the entire agreement of the parties hereto relating to the subject matter hereof, and all prior communications, discussions, understandings and agreements are hereby merged herein. This Agreement may not be modified except in writing acknowledged by all parties to the Agreement.
8.3. **Caption.** Captions of the Articles, Sections and Sub-Sections of this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.4. **Governing Law and Forum for Litigation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any litigation filed by any party hereto against any other party hereto and involving this Agreement shall be filed in the Circuit Court for the Twenty-Third Judicial Circuit, Kendall County, Illinois.

8.5. **Severability.** The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any one provision shall not affect the validity and enforceability of the other provisions hereof.

8.6. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

8.7. **Force Majeure.** No party hereto shall be deemed to be in default or to have breached any provision of this Agreement, as a result of any delay, failure in performance or interruption of services resulting directly or indirectly, from new technology that substantially reduces the amount of waste available for disposal at the Facility, acts of God, acts of civil or military authority, civil disturbance, war, acts or orders of any governmental entity, riots, or any governmental action that prevents the Company from meeting its minimum guarantee set forth herein. The Company’s inability to satisfy the guaranteed minimum Host Community Fee due to its own action does not constitute a *force majeure* event hereunder. Such aforementioned government actions include, but are not limited to, restrictions on operations imposed due to non-compliance with applicable legal requirements or involuntary reduction of waste receipts by the
Company for reasons not otherwise set forth in this Agreement or any other Agreement of the parties. The closure or suspension of operations at the Facility by government action does not constitute a *force majeure* event under this section where the closure or suspension is the result of (a) a court of competent jurisdiction (or IPCB) finding that the Company willfully or recklessly violate the Act; (b) IEPA finding in an order issued pursuant to §34 of the Act that the Company willfully or recklessly violated the Act, which order was not appealed by the Company; or (c) the Company admitting to willfully or recklessly violating the Act. In the event a *force majeure* event does prevent the Company from meeting its guaranteed minimum Host Community Fee, the Company shall exercise commercially reasonable efforts to maximize the delivery of waste to the Facility.

8.8. **Non Third-Party Beneficiaries.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entities other than the parties and their respective successors and assigns, nor shall any provision give any third persons or entities any right or rights of action against any party to this Agreement.

8.9. **Authorization.** Each of the parties hereto represent to the others that the individual(s) executing this Agreement on its behalf are duly authorized and empowered to bind such party.

8.10. **Conflict of Interest.** The parties represent, to the best of their knowledge and belief, that no member or employee of the County and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out this Agreement has any direct personal or financial interest in the Agreement or in the proceeds thereof.
8.11. Execution of Additional Documents. Each of the parties hereto agree to execute and deliver to the other party any and all documents that may be necessary or appropriate to effectuate the terms of this Agreement whether on or after the Effective Date, including but not limited to execution and recordation of the Agreement.

8.12. Counterparts. This Agreement may be executed in counterparts, and each such counterpart shall constitute one and the same instrument.

8.13. Non-Discrimination. The Company shall not, in the performance of this Agreement, discriminate or knowingly permit discrimination against any person on account of sex, race, age, creed, color, national origin, or political or religious opinion or affiliation and shall comply with all relevant state and federal laws concerning discrimination and equal opportunity.

8.14. Reservation of Police Powers. The County reserves all its power and authority, including the power to tax and zone the Property except that the County agrees not to impose fees or taxes specific to the disposal of authorized waste on the Property other than as provided in this Agreement.

8.15. Waiver. Any waiver of a right, power or remedy under this Agreement must be in writing and accompanied by legal opinion stating (a) the signing party has the power and authority to waive the right, power or remedy under this Agreement; (b) the person(s) signing the waiver on behalf of the waiving party has been properly authorized to do so; and (c) the waiver has been duly authorized, executed, and delivered by the waiving party and constitutes the valid and binding amendment of this Agreement of the signing party and is enforceable against the signing party in accordance with its terms.
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

COUNTY OF KENDALL, ILLINOIS

By: ________________________________
    John Shaw
    Kendall County Board Chairman

GREEN ORGANICS, INC.

By: ________________________________
    David Gravel
    Vice President
ATTACHMENT A

PROPERTY'S LEGAL DESCRIPTION

PARCEL 1

THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 29 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 953.68 FEET TO A POINT IN THE CENTER LINE OF A BRANCH OF THE ROB ROY CREEK FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 29 MINUTES 44 SECONDS EAST ALONG SAID NORTH LINE 1699.46 FEET TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 0 DEGREES 07 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER SECTION 1124.58 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 18 SECONDS WEST 2655.97 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION THAT IS 1126.52 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION; THENCE NORTH 0 DEGREES 01 MINUTES 23 SECONDS EAST ALONG SAID WEST LINE 100.00 FEET; THENCE NORTH 87 DEGREES 23 MINUTES 12 SECONDS EAST 1498.53 FEET TO A POINT IN THE CENTER OF SAID ROB ROY CREEK; THENCE NORTH 28 DEGREES 38 MINUTES 38 SECONDS WEST ALONG SAID CREEK, 1134.24 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS

PIN: 02-08-100-006

PARCEL 2

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8 IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 36 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 187.01 FEET; THENCE SOUTH 61 DEGREES 46 MINUTES 39 SECONDS EAST, 332.00 FEET; THENCE SOUTH 71 DEGREES 34 MINUTES 14 SECONDS EAST, 463.00 FEET; THENCE SOUTH 45 DEGREES 09 MINUTES 49 SECONDS EAST, 58.00 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS WEST, 356.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS WEST, 541.26 FEET TO A POINT ON A LINE 400.00 FEET EAST OF, AND PARALLEL WITH, THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREE 14 MINUTES 06 SECONDS
EAST, ALONG SAID LINE, 171.42 FEET; THENCE ALONG THE SOUTH LINE OF A PARCEL OF LAND WITH PARCEL IDENTIFICATION NUMBER 02-08-200-015 FOR THE NEXT FOUR CALLS; SOUTH 83 DEGREES 45 MINUTES 54 SECONDS WEST, 130.42 FEET, MORE OR LESS; SOUTH 86 DEGREES 27 MINUTES 54 SECONDS WEST, 65.30 FEET; NORTH 08 DEGREES 04 MINUTES 41 SECONDS WEST, 23.88 FEET; NORTH 87 DEGREES 04 MINUTES 28 SECONDS WEST, 202.52 FEET, MORE OR LESS, TO A POINT 850.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, AS MEASURED ALONG THE WEST LINE THEREOF; THENCE NORTH 01 DEGREE 14 MINUTES 06 SECONDS WEST, ALONG SAID WEST LINE, 850.00 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS, AND CONTAINING 13.72 ACRES, MORE OR LESS.

PINs# 02-08-200-015 (portions thereof); 02-08-200-018 (portions thereof); 02-08-200-019 (portions thereof); and 02-08-200-022 (portions thereof).
ATTACHMENT B

HOST FEE SCHEDULE

The Company shall pay a host fee to Kendall County on a monthly basis and shall provide all weight receipts to Kendall County with each host fee payment. The host fee schedule shall be as follows:

<table>
<thead>
<tr>
<th>Date to Begin</th>
<th>Fee Per Ton of Landscape Waste Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective date of Ordinance (March 19, 2014)</td>
<td>$0.75</td>
</tr>
<tr>
<td>December 1, 2016</td>
<td>$0.80</td>
</tr>
<tr>
<td>December 1, 2019</td>
<td>$0.85</td>
</tr>
</tbody>
</table>

100% of the host fees are to be paid to Kendall County.

The Company will enter into a separate agreement with the City of Yorkville regarding any additional host fees to be paid to the City of Yorkville for the portion of the Property located in the City of Yorkville.
ORDINANCE NUMBER 2014-_____

GRANTING A MAJOR AMENDMENT TO A SPECIAL USE FOR
GREEN ORGANICS INC. AT 1270 EAST BEECHER ROAD

WHEREAS, Green Organics, Inc., Milroy Farms LLC and Bristol Ventures LLC has filed a petition for a major amendment to their Special Use within the A-1 Agricultural Zoning District for a 58 acre property located on the east side of Beecher Road about 0.5 miles south of Galena Road, commonly known as 1270 E. Beecher Road, (PIN# 02-08-100-006, part of PIN# 02-08-200-015, part of PIN# 02-08-200-018, part of PIN# 02-08-200-019 and part of PIN# 02-08-200-022), in Bristol Township; and

WHEREAS, said petition is to amend their existing special use permit to continue operation of their regional compost facility at 1270 E. Beecher Road modifying the site plan to eliminate about 10.5 acres, add about 9.5 acres northeast in the City of Yorkville and seek new conditions on property; and

WHEREAS, said property is currently zoned A-1 Agricultural with an existing Special Use for operation for a landscape waste composting site; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for as Ordinance 1993-19 on October 19, 1993; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 1997-13 on August 19, 1997; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 2000-18 on April 18, 2000; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 2008-17 on May 20, 2008; and

WHEREAS, the Zoning Administrator and/or deputies did grant the petitioner a minor amendment to the existing special use to allow the facility to begin accepting and processing food waste as Ordinance 10-25-11 on October 25, 2011; and

WHEREAS, said special uses will continue on the property; and

WHEREAS, said property is legally described as:

PARCEL 1
THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:
State of Illinois
County of Kendall

Zoning Petition
#13-26

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 29 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 953.68 FEET TO A POINT IN THE CENTER LINE OF A BRANCH OF THE ROB ROY CREEK FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 44 MINUTES 44 SECONDS EAST ALONG SAID NORTH LINE 1699.46 FEET TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 0 DEGREES 07 MINUTES 06 SECONDS WEST ALONG THE EAST LINE OF SAID QUARTER SECTION 1124.58 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 18 SECONDS WEST 2655.97 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION THAT IS 1126.52 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER; THENCE NORTH 28 DEGREES 38 MINUTES 38 SECONDS WEST ALONG SAID CREEK, 1134.24 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS
PIN: 02-08-100-006

PARCEL 2
THAT PART OF THE NORTHEAST QUARTER OF SECTION 8 IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 36 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 187.01 FEET; THENCE SOUTH 61 DEGREES 46 MINUTES 39 SECONDS EAST, 332.00 FEET; THENCE SOUTH 45 DEGREES 09 MINUTES 49 SECONDS EAST, 463.00 FEET; THENCE SOUTH 0 DEGREES 15 SECONDS WEST, 356.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS WEST, 541.26 FEET TO A POINT ON A LINE 400.00 FEET EAST OF, AND PARALLEL WITH, THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREE 14 MINUTES 06 SECONDS EAST, ALONG SAID LINE, 171.42 FEET; THENCE ALONG THE SOUTH LINE OF A PARCEL OF LAND WITH PARCEL IDENTIFICATION NUMBER 02-08-200-015 FOR THE NEXT FOUR CALLS; SOUTH 83 DEGREES 45 MINUTES 34 SECONDS WEST, 130.42 FEET, MORE OR LESS; SOUTH 86 DEGREES 27 MINUTES 54 SECONDS WEST, 65.30 FEET; NORTH 08 DEGREES 04 MINUTES 41 SECONDS WEST, 23.88 FEET; NORTH 87 DEGREES 04 MINUTES 28 SECONDS WEST, 202.52 FEET, MORE OR LESS, TO A POINT 850.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, AS MEASURED ALONG THE WEST LINE THEREOF; THENCE NORTH 01 DEGREE 14 MINUTES 06 SECONDS WEST, ALONG SAID WEST LINE, 850.00 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS, AND CONTAINING 13.72 ACRES, MORE OR LESS.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Special Use Hearing Officer on December 9, 2013; and

WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The operation is controlled by the EPA and inspected regularly by the Health Department and have not found anything to endanger the public health, safety, morals, comfort, or general welfare.
That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to ensure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The operation has been open since 1993 with some minor debris issues a long time ago and since then there have been no complaints or issues. The newer water park exists less than a mile away to the east and still there have been no complaints about affecting the area properties.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will not be adding any new utilities, roadways or drainage to the property. They will use the current access point onto Beecher Road which has a gate which will be closed unless the operation is open.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The special use conforms to all applicable regulations of the A-1 Special use district.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This operation existed before the Land Resource Management Plan existed and the plan calls for the area to be residential which it could be when this operation ever ceases to exist.

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns of the property owner as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby repeals Kendall County Ordinances #93-17, #97-13, #00-18, #08-17 and #10-28-11 in their entirety and hereby grants approval of a major amendment to their existing special use zoning permit to continue operation of their regional compost facility at 1270 E. Beecher Road modifying the site plan to eliminate about 10.5 acres, add about 9.5 acres northeast in the City of Yorkville subject to the following conditions:

1. The facility shall comply with the conditions listed in Section 7.01.D.15 (composting of landscape waste and food waste) of the Zoning Ordinance:
   Composting of landscape waste and food waste, subject to the following:
   a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Sub-chapter 1, Park 830, Standards for compost facilities.
   b. Operational personnel shall be present on site during all hours which the facility is
open for the receipt of landscape waste.

c. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day’s receipts have been processed and placed in windrows, not to exceed three (3) additional hours.

d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.

e. A locked gate shall restrict vehicle access during closed hours except that a “lock-box” shall allow access to emergency vehicles.

f. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.

g. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.

h. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.

i. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.

j. Truck weights shall be limited to 73,280 pounds.

k. The operator shall provide weight receipts to Kendall County.

l. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner’s permission.

m. Other conditions as appropriate for the particular facility. (Amended 6/20/2006)

2. The facility will be permitted to take in 175,000 cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass)

3. The site plan shall be kept on file as “Exhibit A” attached hereto

4. The facility operator shall maintain plantings on the berm and ditch.

5. The facility operator shall maintain the gate and landscaping as indicated on “Exhibit B” attached hereto.

6. The facility operator shall maintain a sampling schedule as shown on “Exhibit C” attached hereto dated March 11, 2008.

7. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.

8. This special use Ordinance shall expire on December 1, 2023 and the petition for renewal shall be made prior to July 1, 2023.

9. If any Illinois Environmental Protection Agency (IEPA) violations or citations are
received they need to be submitted to the County Solid Waste Coordinator within 30 days.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on March 19\textsuperscript{th}, 2014.

Attest:

Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman
March 11, 2008

Mr. Joseph Mazza
Green Organics
290 Main Place
Carol Stream, IL 60188

Dear Mr. Mazza:

You requested confirmation of the sampling schedule that is used by Analytical Chemistry & Environmental Services, Inc. (AC&E Services, Inc.) at your compost facility in Bristol, Illinois.

The compost is tested according to 35 Illinois Administration Code (IAC) Section 830.507(a) for each 5000 tons shipped.

The well at the site is tested once per year in May in accordance with your current permit. The soil is tested once per year in September. Two composite soil samples are taken; one in the detention pond at the west side of the facility and one taken at the end of the windrows at the south end of the property. The testing is performed in accordance with your current permit.

I hope this answers your questions concerning your current testing requirements. If any further help is needed, do not hesitate to contact us.

Regards,

[Signature]

Terese M. Laciak
President

TML/cab

cc: Steven B. Curatti, Director of Environmental Health, Kendall County
ORDINANCE NUMBER 2014-_______

GRANTING A MAJOR AMENDMENT TO A SPECIAL USE FOR
DICKSON VALLEY MINISTRIES AT 8250 FINNIE ROAD

WHEREAS, Dickson Valley Ministries dba of Dickson Valley Camp and Retreat Center has filed a petition for a major amendment to their Special Use within the A-1 Agricultural Zoning District for a 161 acre property located on the north & south side of Finnie Road, 0.8 miles south of Finnie & Rogers Road, commonly known as 8250 Finnie Road, (PIN# 04-17-100-002, 04-17-300-002 & 04-17-300-007), in Fox Township; and

WHEREAS, said property is currently zoned A-1 Agricultural with an existing Special Use for operation for a camp and retreat center; and

WHEREAS, said petition is to amend their existing special use permit to continue operation of their camp and retreat center and add 51.74 acres and modify their site plan; and

WHEREAS, during the 1974 Countywide rezoning the County Board of Kendall County, Illinois rezoned this property to A-1SU for non-profit camping uses; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a special use for a Christian Youth Camp for 108 acres as Ordinance 1983-17 on December 13, 1983; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request to amend the site plan to include a dining and meeting hall north of the original site plan and expand the bath house and chapel as Ordinance 2000-17A & 2000-24 on June 20, 2000; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a lighted sign at the camp entrance with conditions as Ordinance 2002-12 on May 21, 2002; and

WHEREAS, said property is legally described as:

PARCEL 1:
THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 1319 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER 1376.78 FEET TO THE CENTER LINE OF A ROAD RUNNING NORTHEASTERLY AND SOUTHWESTERLY THROUGH SAID NORTHWEST QUARTER; THENCE NORTHEASTERLY ALONG SAID CENTER LINE TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH ALONG SAID EAST LINE 778 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF FOX, KENDALL COUNTY,
ILLINOIS; ALSO THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 11.70 CHAINS (772.2 FEET) TO THE CENTER LINE OF A ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE WEST ALONG SAID NORTH LINE 12.63 CHAINS (833.58 FEET) TO THE POINT OF BEGINNING, CONTAINING 42.59 ACRES MORE OR LESS, IN THE TOWNSHIP OF FOX, KENDALL COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE WEST HALF OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH 01 DEGREES 07 SECONDS 54 MINUTES EAST ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 380.17 FEET; THENCE SOUTH 76 DEGREES 29 MINUTES 58 SECONDS EAST, A DISTANCE OF 4010.24 FEET; THENCE SOUTH 66 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 33.6 FEET TO THE CENTER LINE OF FINNIE ROAD; THENCE SOUTH 86 DEGREES 02 MINUTES 58 SECONDS EAST, A DISTANCE OF 1377.07 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 1378.96 FEET; THENCE NORTH 48 DEGREES 46 MINUTES 57 SECONDS WEST, A DISTANCE OF 659.61 FEET; THENCE NORTH 60 DEGREES 36 MINUTES 12 SECONDS EAST, A DISTANCE OF 98.54 FEET; THENCE NORTH 44 DEGREES 10 MINUTES 58 MINUTES EAST, A DISTANCE OF 455.16 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 90 DEGREES EAST, A DISTANCE OF 348.63 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 01 DEGREES 14 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION A DISTANCE OF 1269.52 FEET TO THE CENTER LINE OF FINNIE ROAD; THENCE NORTH 63 DEGREES 32 MINUTES 29 SECONDS EAST ALONG SAID CENTER LINE, A DISTANCE OF 51.54 FEET; THENCE NORTH 73 DEGREES 54 MINUTES 02 SECONDS EAST ALONG SAID CENTER LINE, A DISTANCE OF 785.94 FEET; THENCE NORTH 57 DEGREES 52 MINUTES 02 SECONDS EAST ALONG SAID CENTER LINE, A DISTANCE OF 459.76 FEET; THENCE NORTH 46 DEGREES 37 MINUTES 32 SECONDS EAST ALONG SAID CENTER LINE, A DISTANCE OF 158.96 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 01 DEGREES 16 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 1864.30 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 36 DEGREES 20 MINUTES 02 SECONDS WEST ALONG SAID WESTERLY BANK, A DISTANCE OF 227.1 FEET; THENCE SOUTH 34 DEGREES 34 MINUTES 02 SECONDS WEST ALONG SAID WESTERLY BANK, A DISTANCE OF 224.1 FEET; THENCE SOUTH 40 DEGREES 48 MINUTES 02 SECONDS WEST ALONG SAID WESTERLY BANK, A DISTANCE OF 348.69 FEET; THENCE SOUTH 35 DEGREES 57 MINUTES 02 SECONDS WEST ALONG SAID WESTERLY BANK, A DISTANCE OF 257.65 FEET; THENCE SOUTH 47 DEGREES 35 MINUTES 02 SECONDS WEST ALONG SAID WESTERLY BANK, A DISTANCE OF 261.1 FEET; THENCE SOUTH 46 DEGREES 16 MINUTES 02 SECONDS WEST ALONG SAID WESTERLY BANK, A DISTANCE OF 266.45 FEET; THENCE SOUTH 44 DEGREES 56 MINUTES 02 SECONDS WEST ALONG SAID WESTERLY BANK, A DISTANCE OF 415.78 FEET; THENCE SOUTH 39 DEGREES 20 MINUTES 02 SECONDS WEST ALONG SAID WESTERLY BANK, A DISTANCE OF 424.92 FEET TO A POINT ON A LINE DRAWN SOUTH 86 DEGREES 02 MINUTES 58 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 02 MINUTES 58 SECONDS WEST 1001.55 FEET TO THE POINT OF BEGINNING CONTAINING 118.00 ACRES.
WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on March 3, 2014; and

WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Dickson Valley Ministries is formed only for the purpose to benefit the community, and has proved to be a very safe and people focused organization.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. Dickson Valley has had great relationships with all neighbors, never causing any negative situations and quite often benefiting neighbors with the use of the land and resources.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. Of the 160 acres of mostly wooded land, only about 25% has been developed, leaving a lot of great natural resources. The township road has been updated and has always proved adequate for our traffic and still is a seldom traveled road.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. Dickson Valley has had 30+ years in the county with no problems in following regulations.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. Dickson Valley has worked with many local agencies on resource management and other plans and continues to follow through and work within them.

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns of the property owner as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby repeals Kendall
County Ordinances #02-12, #00-24, #00-17A & #83-17 in their entirety and grants approval of a major amendment to their existing special use zoning permit to continue operation of their camp and retreat center at 8250 Finnie Road in accordance to the submitted Site Plan included as “Exhibit A” attached hereto and incorporated herein subject to the following conditions:

1. The property can be utilized all year long.
2. At such time if the not-for-profit status is discontinued for any reason a new special use shall be applied for if the property is to be used for profit.
3. The number of over-night campers shall be limited to no more than 350 at any one time.
4. No more than 8 hook-ups for RV’s.
5. The sign shall be in conformance with the standards of sign illumination as set forth in the Kendall County Zoning Ordinance and can be externally lit.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on March 19th, 2014.

Attest:

Debbie Gillette          John Shaw
Kendall County Clerk     Kendall County Board Chairman
EXISTING STRUCTURES:
1. Acorn Lodge
2. Director's Lodge
3. Whitaker Lodge
4. Maintenance 1
5. Maintenance 2
6. Courier Dining Hall
7. Oulund Chalet
8. Silver Fox Lodge
9. Dickson Dorm
10. Picnic Pavilion
11. 2 Camper Cabins
12. Sports Center

DEVELOPMENT PLANS:
A. Remote Rustic Camp (no structures)
B. Remote Camp Parking
C. 2 Year-Round Lodges
D. Chapel Pavilion
E. New Road
F. Day Camp Parking
G. 4 Camper Cabins, 4 season
H. Day Camp Restrooms & Pavilion

* Also Various Remodels and Small Additions to Upgrade Existing Structures
Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 10:00 a.m. and led those present in the Pledge of Allegiance.

Roll Call

Committee Members Present: Amy Cesich, Judy Gilmour, Matthew Prochaska, Scott Gryder

Committee Members Absent: Elizabeth Flowers

Others Present: Chief Deputy Scott Koster, Commander Joe Gillespie, EMA Director; Jim Smiley, Facilities Management Director; Sheriff Richard Randall, Coroner Ken Toftoy

Approval of the Agenda - Judy Gilmour made a motion to approve the agenda, second by Amy Cesich. With all in agreement, the motion carried.

Approval of the January Minutes - Judy Gilmour made a motion to approve the January 13, 2014 meeting minutes, second by Amy Cesich. With all in agreement, the motion carried.

Public Comment - None

Ken Com Report - As distributed

Personnel: Both new dispatchers have successfully completed training.

Information: KenCom has replaced the audio recording systems for telephone, 9-1-1 and radio audio recordings at both dispatch centers.

Wireless 9-1-1 statistics for the month of January 2014 represented 73% of calls received.

Coroner's Report

Ken Toftoy reviewed the report as distributed.
EMA Report – Director Gillespie reported that winter storms continue throughout the month. Director Gillespie said that Siren, STARCOM and WSPY EAS testing continue on the first Tuesday morning of each month.

Director Gillespie also reported on the following meetings:

- **January 13th** – *Strategic National Stockpile Review Meeting*
- **January 30th** – *Warming/Cooling Center and Communications Meeting* – Director Gillespie stated that they redefined cooling and warming centers as temporary refuge, and specified that there is no overnight housing or meals available at these facilities. Director Gillespie provided information on the two 24-hour facilities available in Kendall County (Oswego Police Department and Kendall County Public Safety Center).

Director Gillespie will provide NIMS training following the March 10, 2014 Public Safety Committee meeting to any County Board members present.

Director Gillespie also submitted quarterly grant documentation.

Sheriff

➤ **Corrections Division** – Sheriff Randall provided the statistics for the month of January: 219 new intake bookings on a total of 298 charges. The division released 210 inmates on 314 charges. 128 inmates were held over from the previous month.

The Food Service management Section prepared 10,591 meals, with an average number of 342 meals served a day at a cost of $5.94 per meal.

Sheriff Randall stated the Division conducted 22 visitation days with inmates seeing 202 visitors.

The Correction Division logged 5551 miles during the month of January and transported 163 inmates. The medical staff saw a total of 294 inmates.

Sheriff Randall stated there were 20 video bond call days with 48 inmates. The Corrections Division housed 62 inmates for other jurisdictions within the month and billed $64,500.00 for 1,075 days of confinement.

➤ **Operations Division** – Sheriff Randall stated that the reports were attached, of which the following statistics were included for the month of January: The Sheriff’s Office had 812 calls for service, 1249 officer initiated activities, 321 police reports, 3 felonies, 51 misdemeanors, and 44 warrants for a total of 98 arrests. There were 347 traffic contacts, 196 traffic citations, 1 DUI arrest, 0 Zero Tolerance, 100 property damage accidents, 13 personal injury accidents, and 0 fatal accidents for a total of 113 accidents.
The Operations Division drove 49,893 miles in the month of January. Sheriff Randall stated that Auxiliary deputies logged 27.5 hours for the month of January. The total number of cases assigned for Investigations/COPS Activities were 17 and there are currently 50 open cases. The COPS deputies spent 41 hours in area schools with the School Resource Officer Program.

➢ Support Services Division – Sheriff Randall stated that reports were attached and provided the statistics for the month of January as 127 papers served, 29 evictions scheduled, 14 cancelled and 15 completed, 64 Sheriff’s Sales, and 154 FOIA requests filled. There were 100 warrants issued for the month of January with 4 quashed, and 19 served.

The total fees received by the Support Services Division were $44,441.11 for the month of January 2014.

Court Security had 14,968 entries, 7,064 articles x-rayed, 49 bond calls, 28 arrests, and 78 articles of contraband refused. There were a total of 705 hours of training, 0 terminations or resignations, and 3 new hires in Operations for the month of January. Squad Damage – 0

Sheriff Randall said that new floor treatment has been completed in the back stairway, first floor hallway and back pod inmate stairway. Sheriff Randall expressed appreciation to Facilities Management personnel.

Facilities – Jim Smiley informed the committee of a power outage in the evidence room due to a breaker issue. Mr. Smiley ordered the furniture for the next phase of the records room renovations.

Executive Session – Judy Gilmour made a motion to enter into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body - 5ILCS 120-2 (1), second by Scott Gryder.

Roll Call: Matthew Prochaska - yes, Amy Cesich - yes, Scott Gryder - yes, Judy Gilmour – yes. With all in agreement, the committee entered into Executive Session at 10:33 a.m.

Amy Cesich made a motion to return to Open Session, second by Scott Gryder. With all in agreement, the committee re-entered Open Session at 10:41 a.m.

New Business

- Approval of agreement between the County of Kendall, the Kendall County Sheriff, the Illinois Fraternal Order of Police Labor Council and Deputy Kevin Deal extending Deputy Deal an unpaid leave of absence from February 4, 2014 to August 31, 2014 for a cost of zero dollars – Scott Gryder made a motion to
forward this item to the County Board for approval, second by Judy Gilmour. With all in agreement, the motion carried.

Old Business

Jail Security and Access System – Chief Deputy Koster informed the committee that the Sheriff’s Office is moving forward on their research for the cost of having a survey conducted to access the security and card access systems in the Courthouse, Jail and Public Safety Center. Chief Koster hopes to have the information available at the March 2014 committee meeting and the March 13, 2014 Finance Committee meeting.

Discussion on possibly leasing services and/or equipment for the future security and card access systems in the Courthouse, Jail and Public Safety Center.

Chief Deputy Koster stated there was another loss of a system DVD in the Jail last week, and that cost for replacement was approximately $10,000. Chief Koster also stressed that replacement parts are becoming harder to find, and will eventually be obsolete and unavailable because the current security system is so antiquated.

Public Comment – None

Action Items for County Board

Approval of agreement between the County of Kendall, the Kendall County Sheriff, the Illinois Fraternal Order of Police Labor Council and Deputy Kevin Deal extending Deputy Deal an unpaid leave of absence from February 4, 2014 to August 31, 2014 for a cost of zero dollars

Adjournment – Scott Gryder made a motion, second by Amy Cesich to adjourn the Public Safety Committee meeting at 10:57a.m. With all in agreement, the meeting adjourned.

Respectfully Submitted,

Valarie McClain
Administrative Assistant
Administrative Services/County Board
KENDALL COUNTY
ADMINISTRATION/HUMAN RESOURCES COMMITTEE
Meeting Minutes
Thursday, March 6, 2014

I. CALL TO ORDER
   The meeting was called to order by Chair Judy Gilmour at 9:00 a.m.

II. ROLL CALL
   Committee Members Present: Lynn Cullick (9:04 a.m.), Judy Gilmour, Dan Koukol, John Purcell
   Committee Members Absent: Elizabeth Flowers
   Others present: Glen Campos, Don Clayton, Leslie Johnson, Stan Laken, Jim Pajauskas, Becki Rudolph, John Sterrett, and Jeff Wilkins

III. APPROVAL OF FEBRUARY 6, 2014 MEETING MINUTES – Motion to approve the minutes made by Dan Koukol, second by John Purcell. With all in agreement, the motion carried.

IV. REPORTS

   Insurance/Benefits Update/ CBIZ: Wellness Program Options - Mr. Pajauskas presented a sample of a return on investment estimator or a Corporate Wellness Profile, and explained the potential benefit and cost savings to the County by reducing health care costs, increased productivity, reduced absenteeism, reduced presenteeism, improving employee safety, enhancing recruitment and retention of employees, and improving employee morale.

   Mr. Pajauskas stated that if the Committee is interested in proceeding, the next step would be to meet with a County Employee Wellness Committee to further strategize incentives, options and a tailored program for the County. Ms. Gilmour said the Committee will discuss this issue at a future meeting.

   Mr. Pajauskas mentioned that there has been further clarification and definition on variable or seasonal employees on the Affordable Care Act. Mr. Pajauskas will report on this item at the next Committee meeting.

   County Administrator – Jeff Wilkins summarized the monthly Human Resource reports with the committee.

       - Recommend Approval of a Resolution Authorizing Application for Public Transportation Financial Assistance Under Section 5311 of the Federal Transit Act of 1991, As Amended (49 U.S.C. § 5311) – Jeff Wilkins briefly reviewed the annual resolution and funding source documentation. Mr. Wilkins said that they need to approve a resolution and hold a public hearing as part of the compliance for the financial assistance.

       Ms. Johnson recommended that the State's Attorney's Office review the documentation prior to the resolution going to the Board for approval at the March 19,
2014 Board meeting. Ms. Gilmour asked that in the future all documentation and resolutions be given to the State’s Attorney’s Office prior to coming to the Admin HR Committee for approval or discussion.

Dan Koukol made a motion to forward to the County Board the Approval of a Resolution Authorizing Application for Public Transportation Financial Assistance Under Section 5311 of the Federal Transit Act of 1991, As Amended (49 U.S.C. § 5311), second by John Purcell. **With all in agreement, the motion passed.**

- **Review policy language regarding employee contributions for health insurance while on leaves such as disability, workers compensation and FMLA** - Mr. Wilkins reviewed the suggested changes, and said the reasoning for the suggested changes is to clarify the procedure and wording. Mr. Wilkins stated that they would send the document to the State’s Attorney’s Office for review.

Ms. Johnson asked the Committee that we refrain from making any changes to the Employee Handbook or other employment documentation until the HR Audit has been completed. **There was a consensus by the committee there would be no changes to the Employee Handbook until after completion of the HR Audit.**

Mr. Wilkins reviewed the Human Resource reports with the Committee, which included insurance plan participation, health care costs, and workers compensation claims.

Dan Koukol asked if the Committee had made an agreement with the Forest Preserve regarding reimbursement for a portion of the deductibles. Mr. Wilkins said that reimbursement of deductibles is normally done at the end of the fiscal year. Ms. Cullick thought that there has been at least one reimbursement back to the County.

Mr. Koukol also asked about the large deductible and whether the County has considered adopting a lower deductible. Discussion followed.

**Technology Director**

- **Recommend purchase of video recording equipment and configuration up to $2580** - Mr. Laken said that there was a previous proposal for video recording, but no action was taken. Mr. Laken presented and reviewed a new proposal with the Committee, and provided statistics of the number of "hits" received to the County Board audio recordings from April 2013-present. Ms. Gilmour asked Jeff Wilkins to verify if the Committee passed a resolution including video recording of County meetings, and report at the next meeting.

The Committee agreed to forward the item to the Committee of the Whole for further discussion prior to any decision or presentation of a resolution to the Board for approval.

- **GIS/Mapping** - Mr. Clayton updated the Committee on the need to purchase new software and hardware for their servers, and some expanded drive space for the aerial flight. Mr. Clayton stated that these items were part of the original budgeted amount of
$100,000 through the GIS budget and will cost approximately $50,000. Clayton said they plan to purchase those items this week.

Other Department Head and Elected Officials Reports - None

V. OLD BUSINESS - None

VI. NEW BUSINESS

- Insurance for temporary employees – Leslie Johnson, Assistant State’s Attorney, stated that as she has been conducting the HR audit, she has found there are seasonal or variable employees primarily in the Forest Preserve and Highway departments that are working more than 30 hours per week at specific times per year. Ms. Johnson said that under the Affordable Care Act, the County is required to provide any employees that work more than thirty hours a week. The issue is what needs to be done for those employees that work more than thirty hours per week for only a portion of the year. Ms. Johnson stated there is IRS guidance and the Safe Harbor provisions. Ms. Johnson will be meeting with Jeff Wilkins and Glen Campos to obtain information on the number of employees that would be affected by this issue. Ms. Johnson will continue to report at future meetings.

VII. ACTION ITEMS FOR COUNTY BOARD


VIII. ITEMS FOR COMMITTEE OF THE WHOLE

Recommend purchase of video recording equipment and configuration up to $2580

Discussion of the use of the sign-in sheet at County meetings

IX. EXECUTIVE SESSION – None

X. PUBLIC COMMENT – None

XI. ADJOURNMENT – Dan Koukol moved to adjourn the meeting at 10:54 a.m., Lynn Cullick seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant

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

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

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

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

WHEREAS, a public hearing was held on March 19, 2014 to obtain public comment on the environmental and economic impacts of the application for public transportation financial assistance.

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

Section 1. That KENDALL COUNTY finds that the Kendall Area Transit project is consistent with official plans for developing the community.

Section 2. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Act for fiscal year 2015, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of KENDALL COUNTY.

Section 3. That while participating in said operating assistance program KENDALL COUNTY will provide all required local matching funds.

Section 4. That the County Administrator of KENDALL COUNTY is hereby authorized and directed to execute and file on behalf of KENDALL COUNTY such application.

Section 5. That the County Administrator of KENDALL COUNTY is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 6. That the Kendall County Board Chairman of KENDALL COUNTY is hereby authorized and directed to execute and file on behalf of KENDALL COUNTY a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2015.

Section 7. That the County Administrator of KENDALL COUNTY is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2015.
Section 8. That the Kendall County Board Chairman of KENDALL COUNTY is hereby authorized to provide Affirmation of Applicant and the State’s Attorney is authorized to provide Affirmation of the Applicant’s Attorney to the Federal Fiscal Year 2014 FTA Certifications and Assurances, attached hereto as Exhibit “A”.

Section 9. That the Kendall County Board approves the Acceptance of Special Warranty, attached hereto as Exhibit “B”, and understands as a condition of receipt of funds under 49 U.S.C. § 5311 funds, that 49 U.S.C. § 5333(b) requires fair and equitable arrangements must be made to protect the interests of employees affected by such assistance.

PRESENTED and ADOPTED this 19th day of March 2014

Attest:

_________________________  ________________________________
John Shaw, County Board Chairman                          Debbie Gillette, County Clerk and Recorder
PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award Federal transit assistance (funding or funds) to support a public transportation Project, an Authorized Representative (You) of the Project sponsor (Applicant) must select certain Certifications and Assurances required by Federal law or regulation. The Authorized Representative must be duly authorized by the Applicant to, among other things, sign these Certifications and Assurances and bind the Applicant’s compliance. You, as the Authorized Representative, must select all Certifications and Assurances required of your Applicant (or it) to support its applications for FTA funding during Federal fiscal year (FY) 2014.

We request that you read each Certification and Assurance and select those that will apply to all Projects for which your Applicant might seek FTA funding. As required by Federal law and regulation, only if you select adequate Certifications and Assurances on your Applicant’s behalf, may FTA award Federal funding for its Project.

We have consolidated our Certifications and Assurances into twenty-four (24) Groups. At a minimum, you must select the Assurances in Group 01 on your Applicant’s behalf. If your Applicant requests more than $100,000, you must also select the “Lobbying” Certification in Group 02, unless it is an Indian tribe or organization or a tribal organization. Depending on the nature of your Applicant and its Project, you may also need to select some Certifications and Assurances in Groups 03 through 24. However, instead of selecting individual Groups of Certifications and Assurances, you may make a single selection that will encompass all twenty-four (24) Groups of Certifications and Assurances that apply to all our programs.

FTA, your Applicant, and you understand and agree that not every provision of these twenty-four (24) Groups of Certifications and Assurances will apply to every Applicant or every Project FTA funds even if you make a single selection encompassing all twenty-four (24) Groups. Nor will every provision of all Certifications and Assurances within a single Group apply if that provision does not apply to your Applicant or its Project. The type of Project and Applicant will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant(s) to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

If your Applicant is a team, a consortium, a joint venture, or a partnership, it understands and agrees that you must identify the activities each member will perform and the extent to which each member will be responsible for compliance with the
Certifications and Assurances you select on its behalf, except as FTA determines otherwise in writing.

It is important that your Applicant and You also understand that these Certifications and Assurances are pre-award requirements, generally imposed by Federal law or regulation, and do not include all Federal requirements that may apply to it or its Project. Our FTA Master Agreement MA(20) for Federal FY 2014, available at http://www.fta.dot.gov, contains a list of most of those requirements.

We expect You to submit your Applicant’s FY 2014 Certifications and Assurances and its applications for funding in TEAM-Web. You must be registered in TEAM-Web to submit the FTA FY 2014 Certifications and Assurances on its behalf. The TEAM-Web “Recipients” option at the “Cert’s & Assurances” tab of the “View/Modify Recipients” page contains fields for selecting among the twenty-four (24) Groups of Certifications and Assurances and a designated field for selecting all twenty-four (24) Groups of Certifications and Assurances. If FTA agrees that you cannot submit your Applicant’s FY 2014 Certifications and Assurances electronically, you must submit the Signature Page(s) in Appendix A of this Notice, as FTA directs, marked to show the Groups of Certifications and Assurances it is submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- FTA’s latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,
- The Continuing Appropriations Act, 2014, Pub. L. 113-46, October 17, 2013,
- The Consolidated and Further Continuing Appropriations Act, 2013, Pub. L. 113-6, March 26, 2013,
- The Continuing Appropriations Resolution, 2013 (CR), Pub. L. 112-175, September 28, 2012, and
- FTA’s authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

With certain exceptions, Projects financed in FY 2014 with funds appropriated or made available for FY 2012 or a previous fiscal year must be in compliance with the requirements for that type of Project in effect during the fiscal year for which the funding was derived, except as superseded by MAP-21 cross-cutting requirements that apply.

GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide funding for your Applicant’s Project, in addition to any other Certifications and Assurances that you must select on behalf of your Applicant, you must also select the Certifications and Assurances in Group 01, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 01 that does not apply will not be enforced.

1.A. Assurance of Authority of the Applicant and Its Authorized Representative.

You certify that both you, as your Applicant’s Authorized Representative, and your Applicant’s attorney, who is authorized to represent the Applicant in legal matters, who sign these Certifications, Assurances, and Agreements, may undertake the following activities on its behalf, in compliance with applicable State, local, or Indian tribal laws and regulations, and its by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, and Agreements binding its compliance,
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

1.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable Federal statutes and regulations to carry out any FTA funded Project,
2. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to that Grant Agreement or Cooperative Agreement,
3. It recognizes that Federal laws and regulations may be amended from time to time and those amendments may affect Project implementation,
4. It understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting it or its Project,
5. It agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, except as FTA determines otherwise in writing,
6. In light of recent FTA legislation applicable to FTA, except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
   a. In some instances, FTA has determined that Federal statutory or regulatory
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

program and eligibility requirements for FY 2012 or a specific previous fiscal year, except as superseded by applicable MAP-21 cross-cutting requirements, apply to:

(1) New grants and cooperative agreements, and
(2) New amendments to grants and cooperative agreements that:
   (a) Have been awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, or
   (b) May be awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, but

b. In other instances, FTA has determined that MAP-21 will apply to the Federal funds appropriated or made available for FY 2012 or a previous fiscal year, and

c. For all FTA funded Projects, the following MAP-21 cross-cutting requirements supersede conflicting provisions of previous Federal law and regulations:
   (1) Metropolitan and Statewide and Nonmetropolitan Transportation Planning,
   (2) Environmental Review Process,
   (3) Public Transportation Agency Safety Plans,
   (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
   (5) Costs Incurred by Providers of Public Transportation by Vanpool,
   (6) Revenue Bonds as Local Match,
   (7) Debt Service Reserve,
   (8) Government’s Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
   (9) Private Sector Participation,
   (10) Bus Testing,
   (11) Buy America,
   (12) Corridor Preservation,
   (13) Rail Car Procurements,
   (14) Veterans Preference/Employment,
   (15) Alcohol and Controlled Substance Testing, and
   (16) Other provisions as FTA may determine.

1.C. Intergovernmental Review Assurance.

(The assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available for FTA’s Tribal Transit Programs authorized by 49 U.S.C. 5311(c)(1).

As required by U.S. Department of Transportation (U.S. DOT) regulations, “Intergovernmental Review of Department of Transportation Programs and Activities,” 49 CFR part 17, on behalf of your Applicant, you assure that your Applicant has

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submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, to facilitate compliance with those regulations.


On behalf of your Applicant, you assure that:

1. It will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to, discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age:
   a. Federal transit laws, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
   e. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
   f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39,
   g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,

2. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,

3. As required by 49 CFR 21.7:
   a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
      (1) It conducts each Project,
      (2) It undertakes property acquisitions, and
      (3) It operates its Project facilities, including:
         (a) Its entire facilities, and
         (b) Its facilities operated in connection with its Project,
   b. This assurance applies to its entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
   c. It will promptly take the necessary actions to carry out this assurance, including:
      (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
      (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
   d. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

(1) While the property is used for the purpose that the Federal funding is extended, and
(2) While the property is used for another purpose involving the provision of similar services or benefits,
c. The United States has a right to seek judicial enforcement of any matter arising under:
   (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
   (2) U.S. DOT regulations, 49 CFR part 21, and
   (3) This assurance,
f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
   (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
   (2) U.S. DOT regulations, 49 CFR part 21, and
   (3) Federal transit laws, 49 U.S.C. 5332,
g. It will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
h. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
   (1) Subrecipient,
   (2) Transferee,
   (3) Third Party Contractor or Subcontractor at any tier,
   (4) Successor in Interest,
   (5) Lessee, or
   (6) Other participant in its Project, except FTA and the Applicant (that later becomes the Recipient),
i. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including each:
   (1) Subagreement at any tier,
   (2) Property transfer agreement,
   (3) Third party contract or subcontract at any tier,
   (4) Lease, or
   (5) Participation agreement, and
j. The assurances you have made on its behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
   (1) Federal funding is extended to its Project,
   (2) Its Project property is used for a purpose for which the Federal funding is extended,
   (3) Its Project property is used for a purpose involving the provision of similar services or benefits,
   (4) It retains ownership or possession of its Project property, or
   (5) FTA may otherwise determine in writing, and
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

5307(c)(1)(D)(ii), you assure that:

a. It will comply with the following prohibitions against discrimination on the basis of disability listed in Group 1.D.4.b below, of which compliance is a condition of approval or extension of any FTA funding awarded to:
   (1) Construct any facility,
   (2) Obtain any rolling stock or other equipment,
   (3) Undertake studies,
   (4) Conduct research, or
   (5) Participate in or obtain any benefit from any FTA administered program, and

b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no qualified people with a disability will, because of their disability, be:
   (1) Excluded from participation,
   (2) Denied benefits, or
   (3) Otherwise subjected to discrimination.

1.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
   a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
      (1) Debarred,
      (2) Suspended,
      (3) Proposed for debarment,
      (4) Declared ineligible,
      (5) Voluntarily excluded, or
      (6) Disqualified,
   b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
      (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
      (2) Violation of any Federal or State antitrust statute, or
      (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
   c. It is not presently indicted for, or otherwise criminally or civilly charged by a
FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 1.E.2.b of this Certification,
d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   (1) Equals or exceeds $25,000,
   (2) Is for audit services, or
   (3) Requires the consent of a Federal official, and
g. It will require that each covered lower tier contractor and subcontractor:
   (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      (a) Debarred from participation in its federally funded Project,
      (b) Suspended from participation in its federally funded Project,
      (c) Proposed for debarment from participation in its federally funded Project,
      (d) Declared ineligible to participate in its federally funded Project,
      (e) Voluntarily excluded from participation in its federally funded Project,
or
      (f) Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA’s TEAM-Web or the Signature Page if it or any of its principals including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group 01.E.

1.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, updated as necessary to reflect changes in Federal laws and regulations.

1. Administrative Activities. On behalf of your Applicant, you assure that:
   a. For every Project described in any application it submits, it has adequate resources to properly plan, manage, and complete its Project, including the:
      (1) Legal authority to apply for Federal funding,
      (2) Institutional capability,
      (3) Managerial capability, and
      (4) Financial capability (including funds sufficient to pay the non-Federal share of Project cost),
   b. It will give limited access and the right to examine Project-related materials to
entities or individuals, as required, including, but not limited to the:

(1) FTA,
(2) The Comptroller General of the United States, and
(3) State, through an authorized representative, if appropriate,

c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
   (1) A personal or organizational conflict of interest, or personal gain, or
   (2) The appearance of a personal or organizational conflict of interest or personal gain,

2. Project Specifics. On behalf of your Applicant, you assure that:
   a. Following receipt of an FTA award, it will begin and complete Project work within the time periods that apply,
   b. For FTA funded construction Projects:
      (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
      (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
      (3) It will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,
      (4) To the extent FTA requires, it will record the Federal interest in the title to FTA funded real property or interests in real property, and
      (5) It will not alter the site of the FTA funded construction Project or facilities without permission or instructions from FTA by:
         (a) Disposing of the underlying real property or other interest in the site and facilities,
         (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
         (c) Changing the terms of the underlying real property title or other interest in the site and facilities, and
   c. It will furnish progress reports and other information as FTA or the State may require, and

3. Statutory and Regulatory requirements. On behalf of your Applicant, you assure that:
   a. It will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
      (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
      (2) The prohibitions against discrimination on the basis of sex, as provided in:
         (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
         (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
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(3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 - 6107,

(4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,

(5) 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.,

(6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq.,

(7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq.,

(8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq.,

(9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd - 290dd-2, and

(10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,

b. 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:

(1) It will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and

(2) It has the necessary legal authority under State and local laws and regulations to comply with:

(a) The Uniform Relocation Act. 42 U.S.C. 4601 et seq., as specified by 42 U.S.C. 4630 and 4655, and

(b) 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

(3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:

(a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,

(b) 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:

- Displaced families or individuals, and
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2. Displaced Partnerships, corporations, or associations,
   (c) 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 displaced:
   1. Families and individuals, and
   2. Partnerships, corporations, or associations,
   (d) 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,
   (e) It will:
      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,
   (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
   (g) It 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,
   (h) It will execute the necessary implementing amendments to FTA funded third party contracts and subagreements,
   (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
   (j) It 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
   (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,

c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,

d. It 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,

e. It will, to the extent applicable, comply with the labor standards and protections for federally funded Projects of:
   (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
   (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and
(3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq.,

f. It will comply with any applicable environmental standards that may be prescribed to implement Federal laws and executive orders, including, but not limited to:

(1) Following the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 - 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,

(2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,

(3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,

(4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,

(5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 - 1465,

(6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 - 7671q,

(7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f - 300j-6,

(8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 - 1544,

(9) Complying 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,

(10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 - 1287, and

(11) Complying with and facilitating compliance with:

(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 - 469c, and

(c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,

g. To the extent applicable, comply with the following Federal requirements for the care, handling, and treatment of warmblooded animals held or used for research, teaching, or other activities supported by Federal funding:

(1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and

h. To the extent applicable, obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA funded building.

i. Comply with, and assure that its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
   (1) Participating in the Federal flood insurance program, and
   (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is $10,000 or more,

j. Comply with:
   (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,

k. Perform the financial and compliance audits as required by the:
   (2) U.S. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” Revised, and
   (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT,

l. Comply with all other Federal laws or regulations that apply, and

m. Follow Federal guidance governing it and its Project, except to the extent that FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING.

Before FTA may provide funding for a Federal grant or cooperative agreement exceeding $100,000 or a Federal loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Lobbying Certifications in Group 02, unless your Applicant is an Indian Tribe exempt from the requirements of 31 U.S.C. 1352 or FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in
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writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

   a. The lobbying restrictions of this Certification apply to its requests:
      (1) For $100,000 or more in Federal funding for a grant or cooperative agreement, and
      (2) For $150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
   b. Your Certification on its behalf applies to the lobbying activities of:
      (1) It,
      (2) Its Principals, and
      (3) Its Subrecipients at the first tier,

2. To the best of your knowledge and belief:
   a. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence:
      (1) An officer or employee of any Federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance,
   b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
      (1) An officer or employee of any Federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance,
   c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
      (1) Third party contracts,
      (2) Subcontracts,
      (3) Subagreements, and
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(4) Other third party agreements under a:
   (a) Federal grant or cooperative agreement, or
   (b) Federal loan, line of credit, loan guarantee, or loan insurance,

3. It understands that:
   a. This Certification is a material representation of fact that the Federal government relies on, and
   b. It must submit this Certification before the Federal government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
      (1) Federal grant or cooperative agreement, or
      (2) Federal loan, line of credit, loan guarantee, or loan insurance, and

4. It also understands that any person who does not file a required Certification will incur a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

GROUP 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Group 03 on behalf of your Applicant, especially if it is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all Federal laws and regulations in accordance with applicable Federal guidance, except to the extent FTA has approved otherwise in writing.

GROUP 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide funding for a Project that involves the acquisition of public transportation property or operation of public transportation facilities or equipment, in addition to other Certifications you must select on your Applicant's behalf, you must also select the Private Property Protections Assurances in Group 04.A and enter into the Agreements in Group 04.B and Group 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or
other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances and Agreements in Group 04 that does not apply will not be enforced.


If your Applicant is a State, local government, or Indian tribal government and seeks FTA funding to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Group 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA’s ability to make the findings required by 49 U.S.C. 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
   a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,
   b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
   c. Paid just compensation under State or local laws to the company for any franchise or property acquired, and

2. It has completed the actions described in Group 4.A.1 of this Certification before it:
   a. Acquires the property or an interest in the property of a private provider of public transportation, or
   b. Operates public transportation equipment or facilities:
      (1) In competition with transportation service provided by an existing public transportation operator, or
      (2) In addition to transportation service provided by an existing public transportation operator.

4.B. Charter Service Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the Charter Service Agreement in Group 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(d) and (g) and FTA regulations, “Charter Service,” 49 CFR part 604, specifically 49 CFR 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:
a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by Recipients of FTA funding for transportation Projects with Federal funding derived from:
   (1) Federal transit laws, 49 U.S.C. chapter 53,
   (2) 23 U.S.C. 133 or 142, or
   (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,

b. FTA’s charter service restrictions extend to:
   (1) Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
      (a) Federal transit laws, 49 U.S.C. chapter 53,
      (b) 23 U.S.C. 133 or 142, or
      (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
   and
   (2) Any Third Party Participant that receives Federal funding derived from:
      (a) Federal transit laws, 49 U.S.C. chapter 53,
      (b) 23 U.S.C. 133 or 142, or
      (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,

c. A Third Party Participant includes any:
   (1) Subrecipient at any tier,
   (2) Lessee,
   (3) Third Party Contractor or Subcontractor at any Tier, and
   (4) Other Third Party Participant in its Project,

d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives Federal public transportation assistance appropriated or made available for its Project will engage in charter service operations, except as permitted under:
   (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
   (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
   (3) Any other Federal Charter Service regulations, or
   (4) Federal guidance, except as FTA determines otherwise in writing,

e. You and your Applicant agree that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and

f. You and your Applicant agree that:
   (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding appropriated or made available for its Project that has engaged in a pattern of violations of FTA’s Charter Service regulations by:
      (a) Conducting charter operations prohibited by Federal transit laws and FTA’s Charter Service regulations, or
      (b) Otherwise violating its Charter Service Agreement it has elected in its
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latest annual Certifications and Assurances, and

(2) These corrective measures and remedies may include:
   (a) Barring it or any Third Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,
   (b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
   (c) Any other appropriate remedy that may apply, and

2. In addition to the exceptions to the charter service restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
   a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5307 and 5311, to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that FTA funding for those program purposes only,
   b. FTA’s Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5310, to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that FTA funding for those program purposes only, and
   c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. 5323(r).

4.C. School Bus Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the School Bus Agreement in Group 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(f) and (g) and FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA's “School Bus Operations” regulations restrict school bus operations using facilities and equipment acquired with Federal funding derived from:
   a. Federal transit laws, 49 U.S.C. chapter 53,
   b. 23 U.S.C. 133 or 142, or
   c. Any other Act that provides Federal public transportation assistance, unless otherwise excepted,

2. FTA’s school bus operations restrictions extend to:
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a. Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
   (1) Federal transit laws, 49 U.S.C. chapter 53,
   (2) 23 U.S.C. 133 or 142, or
   (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and

b. Any Third Party Participant that receives Federal funding derived from:
   (1) Federal transit laws, 49 U.S.C. chapter 53,
   (2) 23 U.S.C. 133 or 142, or
   (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,

3. A Third Party Participant includes any:
   a. Subrecipient at any tier,
   b. Lessee,
   c. Third Party Contractor or Subcontractor at any tier, and
   d. Other Third Party Participant in the Project,

4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant’s Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
   a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g),
   b. FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g),
   c. Any other Federal School Bus regulations, or
   d. Federal guidance, except as FTA determines otherwise in writing,

5. You and your Applicant agree that the latest School Bus Agreement you have selected on its behalf in FTA’s latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and

6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
   a. Bar your Applicant or Third Party Participant from receiving further Federal transit funds, or
   b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

GROUP 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide funding for a Project to acquire rolling stock for use in revenue service or to acquire a new bus model, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Rolling Stock Reviews and Bus Testing Certifications in Group 05, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and
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Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 05 that does not apply will not be enforced.

5.A. Rolling Stock Reviews.

If your Applicant seeks FTA funding to acquire rolling stock for use in revenue service, the Certifications in Group 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:
1. It will comply with:
   a. Federal transit laws, specifically 49 U.S.C. 5323(m), and
   b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and
2. As provided in 49 CFR 663.7:
   a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews, and
   b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

5.B. Bus Testing.

If your Applicant seeks FTA funding to acquire a new bus model, the Bus Testing Certifications in Group 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:
1. Bus Testing requirements apply to all acquisitions of new buses and new bus models that require bus testing, and it will comply with:
   a. 49 U.S.C. 5318, and
   b. FTA regulations, “Bus Testing,” 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318,
2. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
   a. It will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that bus until:
      (1) That bus has been tested at FTA’s bus testing facility, and
      (2) That bus has received a copy of the test report prepared on that new bus
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b. It will not authorize final acceptance of the bus until:
   (1) The bus has been tested at FTA’s bus testing facility, and
   (2) It has received a copy of the test report prepared on that new bus model,

3. It will ensure that the bus that is tested has met the performance standards consistent with those regulations, including:
   a. Performance standards for:
      (1) Maintainability,
      (2) Reliability,
      (3) Performance (including braking performance),
      (4) Structural integrity,
      (5) Fuel economy,
      (6) Emissions, and
      (7) Noise, and
   b. Minimum safety performance standards established under 49 U.S.C. 5329, and

4. After FTA has issued regulations authorized by 49 U.S.C. 5318(e)(2), it will ensure that the bus that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

GROUP 06. DEMAND RESPONSIVE SERVICE.

If your Applicant is a public entity, operates demand responsive service, and seeks FTA funding to acquire a non-rail vehicle that is not accessible, before FTA may provide funding for that Project, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Demand Responsive Service Certifications in Group 06, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37, specifically 49 CFR 37.77(d), on behalf of your Applicant, you certify that:
1. Your Applicant offers public transportation services equivalent in level and quality of service to:
   a. Individuals with disabilities, including individuals who use wheelchairs, and
   b. Individuals without disabilities, and
2. Viewed in its entirety, its service for individuals with disabilities is:
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a. Provided in the most integrated setting feasible, and

b. Equivalent to the service it offers individuals without disabilities with respect to:
   (1) Response time,
   (2) Fares,
   (3) Geographic service area,
   (4) Hours and days of service,
   (5) Restrictions on priorities based on trip purpose,
   (6) Availability of information and reservation capability, and
   (7) Constraints on capacity or service availability.

GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide funding for an Intelligent Transportation Systems (ITS) Project or a Project in support of an ITS Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Intelligent Transportation Systems Assurances in Group 07, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances in Group 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, 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,” and

2. Assure that, as provided in 23 U.S.C. 517(d), any ITS Project it undertakes that is funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. 517(d)(2).

GROUP 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may provide funding appropriated or made available for 49 U.S.C.
chapter 53 to support interest or financing costs of any Project financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, or finance leasing costs, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 08, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 08 that does not apply will not be enforced.

8.A. Interest and Financing Costs.

If your Applicant intends to use FTA funding to support interest or other financing costs for Projects funded by the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, the Interest and Financing Costs Certifications in Group 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or other financing costs unless:
   a. It is eligible to receive Federal funding for those costs, and
   b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require, and
2. It will comply with the same favorable financing cost provisions for:
   a. Urbanized Area Formula Grants Projects,
   b. Projects under Full Funding Grant Agreements,
   c. Projects with Early Systems Work Agreements,
   d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
   e. State of Good Repair Projects,
   f. Bus and Bus Facilities Projects, and
   g. Low or No Emission Vehicle Development Projects.

8.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks FTA funding to acquire capital assets through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Group 08.B
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applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, “Capital Leases,” 49 CFR part 639, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if your Applicant acquires any capital asset through a lease financed with Federal funding appropriated or made available for 49 U.S.C. chapter 53:

1. It will not use Federal funding appropriated or made available for public transportation projects eligible under 49 U.S.C. chapter 53 or any other applicable law to finance the cost of leasing any capital asset until:
   a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
   b. It completes these calculations before the later of:
      (1) Entering into the lease, or
      (2) Receiving a capital grant for the asset, and

2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support your Applicant’s Project, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Certifications in Group 09, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 09 that does not apply will not be enforced.


If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each Subrecipient will:

1. Follow Federal guidance when issued that implements transit asset management system provisions of 49 U.S.C. 5326, except as FTA determines otherwise in writing,
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and

2. Comply with the final Federal regulations when issued that implement the transit asset management provisions of 49 U.S.C. 5326.


If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and

2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. 5331 and its implementing regulations, before FTA may provide funding for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 10, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 10 that does not apply will not be enforced.

As required by 49 U.S.C. 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR 655.83, on behalf of your Applicant, including a State Applicant, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program,

2. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing
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requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331, and

3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or Third Party Contractors to which these testing requirements apply reside in a State that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

GROUP 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY) AND CAPITAL INVESTMENT PROGRAM IN EFFECT BEFORE MAP-21.

The Certifications in Group 11 apply to the New Starts, Small Starts, or Core Capacity Programs, 49 U.S.C. 5309.

Before FTA may provide funding for your Applicant’s New Starts, Small Starts, or Core Capacity Project in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 11, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following capabilities to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

**GROUP 12. STATE OF GOOD REPAIR PROGRAM.**

Certain Certifications and Assurances listed previously are required for the State of Good Repair Program funding under 49 U.S.C. 5337.

Before FTA may provide funding for your Applicant’s Project under the State of Good Repair Program, 49 U.S.C. 5337, for your Applicant’s Project, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 12, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 12 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:
1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

**GROUP 13. FIXED GUIDEWAY MODERNIZATION GRANT PROGRAM.**

Before FTA may provide funding for your Applicant’s Project under the Fixed Guideway Modernization Grant Program, former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 13, except as FTA determines otherwise in writing.
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Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 13 that does not apply will not be enforced.

Former 49 U.S.C. 5309(b)(2) and former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, require the following Certifications for Fixed Guideway Modernization Grant Program funding. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity,
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 14. BUS AND BUS FACILITIES FORMULA GRANTS PROGRAM AND BUS AND BUS RELATED EQUIPMENT AND FACILITIES GRANT PROGRAM (DISCRETIONARY).

The Certifications in Group 14 are required for funding under:

14.A. The Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, as amended by MAP-21, and
14.B. The Bus and Bus Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 14, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or...
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other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 14 that does not apply will not be enforced.

14.A. Bus and Bus Facilities Formula Grants Program

If your Applicant seeks FTA funding for its Project under the Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, the Certifications in Group 14.A below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certification for Bus and Bus Facilities Formula Grants Program funding are required by 49 U.S.C. 5339(b), which states that "[t]he requirements of section 5307 apply to recipients of grants made under this section." Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,

3. It will maintain its Project equipment and facilities adequately,

4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or 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,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),

5. When carrying out a procurement under 49 U.S.C. 5339, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and

6. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
   a. Has made or will make available to the public information on amounts of its
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funding available to it under 49 U.S.C. 5339,
b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other United States Government sources,
f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
g. Has made or will make the final Program of Projects available to the public,

7. As required by 49 U.S.C. 5307(d), it:
a. Has or will have the amount of funds required for the local share,
b. Will provide the local share funds from sources approved by FTA, and
c. Will provide the local share funds when needed,

8. It will comply with:
a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,

9. It has a locally developed process to solicit and consider public comment before:
a. Raising a fare, or
b. Implementing a major reduction of public transportation, and

10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

14.B. Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).

If your Applicant seeks FTA funding for its Project under the Bus and Bus Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 14.B below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Bus and Bus Related Equipment and Facilities Grant Program (Discretionary) funding are required by former 49 U.S.C. 5309(c)(2), which applies the requirements of former 49 U.S.C. 5307(d)(1)(A), (B), (C), and (H) in effect in FY 2012 or a previous fiscal year to this Program except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
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1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 15. URBANIZED AREA FORMULA GRANTS PROGRAMS, PASSENGER FERRY GRANT PROGRAM, AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.

The Certifications in Group 15 are required for funding under:
15.A. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for Job Access and Reverse Commute (JARC) Projects and Project Activities,
15.B. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.
15.C. The Passenger Ferry Grant Program financed with funds appropriated or made available for 49 U.S.C. 5307(h), as amended by MAP-21, and
15.D. The Job Access and Reverse Commute (JARC) Formula Grant Program financed with funds appropriated or made available for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant’s Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 15, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.
Any provision of the Certifications in Group 15 that does not apply will not be enforced.

15.A. Urbanized Area Formula Grants Program under MAP-21.

If your Applicant seeks FTA funding for its Project under the Urbanized Area Formula Grants Program, 49 U.S.C. 5307, as amended by MAP-21, the Certifications in Group 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program funding appropriated or made available in FYs 2013 and 2014 are required by 49 U.S.C. 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,

3. It will maintain its Project equipment and facilities adequately,

4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or 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,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), or
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),

5. When carrying out a procurement under 49 U.S.C. 5307, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and

6. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
   a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
   b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   c. Has published or will publish a Program of Projects in a way that affected
individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,

e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other United States Government sources,

f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and

g. Has made or will make the final Program of Projects available to the public,

7. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,

8. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,

9. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation,

10. Each fiscal year:
   a. At least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to the urbanized area must be expended for public transportation security Projects as described in 49 U.S.C. 5307(c)(1)(J)(i) including:
      (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
      (2) Increased camera surveillance of an area in or adjacent to that system,
      (3) Providing emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
      (4) Any other Project intended to increase the security and safety of an existing or planned public transportation system, or
   b. The Designated Recipients in its urbanized area certify that such expenditures for transportation security Projects are not necessary (information about the intentions of your Designated Recipients in your Applicant’s urbanized area must be recorded in the “Security” tab page of the TEAM-Web “Project Information” window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),

11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
   a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Associated Transit Improvements,
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as defined in 49 U.S.C. 5302(1),

b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
   (1) A list of its Associated Transit Improvement Projects or Project Activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
   (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the funding apportioned to the area for Associated Transit Improvement Projects or Project Activities, or have included the same information in a separate report attached in TEAM-Web, and

c. The report of its Associated Transit Improvement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and

12. It will comply with the final Federal regulations, when issued, that implement the safety requirements of 49 U.S.C. § 5329(d).

B. Urbanized Area Formula Grants Program before MAP-21 Became Effective.

You must select the Certification in Group 15.B if your Applicant seeks funding under the Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certifications for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,

3. It will maintain its Project equipment and facilities adequately,

4. It will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any elderly individual,
   b. Any handicapped individual, as described in 49 CFR part 27,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), or
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d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),

5. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, it will comply with the following provisions as amended by MAP-21:
   a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   c. "Buy America" under 49 U.S.C. 5323(j),
   d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),

6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,

7. It:
   a. Has or will make available to the public information on amounts available to it under 49 U.S.C. 5307 and the Program of Projects it proposes to undertake,
   b. Will develop or has developed, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be financed,
   c. Will publish or has published a proposed Program of Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the Applicant or Recipient’s performance,
   d. Will provide or has provided an opportunity for a public hearing in which to obtain the views of citizens on the proposed Program of Projects,
   e. Will ensure or has ensured that the proposed Program of Projects provides for the coordination of public transportation services assisted under 49 U.S.C. 5336 with transportation services assisted from other U.S. Government sources,
   f. Will consider or has considered comments and views received, especially those of private transportation providers, in preparing the final Program of Projects, and
   g. Will make or has made the final Program of Projects available to the public,

8. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,

9. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, 5304,

10. It has a locally developed process to solicit and consider public comment before:
    a. Raising a fare, or
    b. Implementing a major reduction of public transportation,

11. Each fiscal year:
    a. At least one (1) percent of the 49 U.S.C. 5307 funding apportioned to an urbanized area must be spent for public transportation security Projects (limited to capital Projects if it serves an urbanized area with a population of 200,000 or
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more), including:
(1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
(2) Increased camera surveillance of an area in or adjacent to that system,
(3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
(4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or

b. It will certify that such expenditures for transportation security Projects are not necessary (Information about its intentions must be recorded in the “Security” tab page of the TEAM-Web “Project Information” window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web).

12. If it serves an urbanized area with a population of at least 200,000 individuals:
a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
   (1) A list of its Transit Enhancement Project Activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or
   (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached to TEAM-Web, and

c. The report of its or the Designated Recipients' Transit Enhancement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and

13. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

C. Passenger Ferry Grant Program.

If your Applicant seeks FTA funding for its Project under the Passenger Ferry Grant Program, 49 U.S.C. 5307(h), the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program funding are required by 49 U.S.C. 5307(h) and (c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307(h), the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or 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,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), or
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
5. When carrying out a procurement under 49 U.S.C. 5307(h), it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and 
6. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
7. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
8. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
9. . It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

D. Job Access and Reverse Commute (JARC) Formula Grant Program.

If your Applicant seeks FTA funding for its Project under the Job Access and Reverse Commute (JARC) Formula Grant Program, former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Job Access and Reverse Commute (JARC) Formula Grant Program are required by former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements
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that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
a. It will make awards of JARC funding on a competitive basis following:
   (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(A), and
   (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(B) or (C),
b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
c. As required by former 49 U.S.C. 5316:
   (1) The Projects it has selected or will select for former 49 U.S.C. 5316 funding must be derived from a public transit-human services transportation plan that has been:
      (a) Locally developed, and
      (b) Coordinated, and
   (2) That locally developed and coordinated plan was produced through a process that included:
      (a) Representatives of public, private, and nonprofit transportation providers,
      (b) Human service providers, and
      (c) Participation by the public,
d. Before it transfers funds to a Project funded by former 49 U.S.C. 5336, that Project has been or will have been coordinated with private nonprofit providers of services as required under former 49 U.S.C. 5316(g)(2),
e. Before using funds apportioned for Projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
   (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and
   (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for Projects anywhere in the State, and
f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316, and

2. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:
   a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) The legal capacity,
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(2) The financial capacity, and
(3) The technical capacity.

b. It has or will have, and will require each Subrecipient to have satisfactory continuing control over the use of Project equipment and facilities,
c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,

d. To the extent applicable, it will ensure, and will require each Subrecipient to ensure, that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5316 the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   (1) Any elderly individual,
   (2) Any handicapped individual, as described in 49 CFR part 27,
   (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
   (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),

e. When carrying out a procurement under former 49 U.S.C. 5316, it will comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   (2) The prohibition against exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
   (3) “Buy America” under 49 U.S.C. 5323(j),
   (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m), and
   (5) “Veterans Preference/Employment” under 49 U.S.C. 5325(k),

f. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,

g. It:
   (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5316,
   (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
   (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,

h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,

i. It has or will have, and will require each Subrecipient to have, a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation, and

j. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH DISABILITIES
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AND NEW FREEDOM PROGRAMS.

The Certifications in Group 16 are required for funding under:

16.A. The Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, financed or to be financed with funds appropriated or made available for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities,

16.B. The Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, and

16.C. The New Freedom Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 16, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 16 that does not apply will not be enforced.

16.A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, 49 U.S.C. 5310, as amended by MAP-21, the Certifications in Group 16.A apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. Each of its Subrecipients is:
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(1) A private nonprofit organization, or
(2) A State or local governmental authority that:
   (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
   (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,

b. It will comply with the following Project selection and planning requirements:
   (1) The Projects it has selected or will select for funding appropriated or made available for 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
      (a) Locally developed, and
      (b) Coordinated,
   (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
      (a) Seniors,
      (b) Individuals with disabilities,
      (c) Representatives of public, private, and nonprofit transportation providers,
      (d) Representatives of public, private, and nonprofit human services providers, and
      (e) Other members of the public,
   (3) The transportation projects to assist in providing transportation services for seniors and individuals with disabilities are included in a program of projects,
   (4) A program of projects under Group 16.A.I.b(3) above is or will be submitted annually to FTA, and
   (5) To the maximum extent feasible, the services funded by 49 U.S.C. 5310 will be coordinated with transportation services funded 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,

c. As required by 49 U.S.C. 5310(e)(2)(B), it certifies that if it allocates funds received under 49 U.S.C. 5310, to Subrecipients, it will have allocated those funds on a fair and equitable basis,

d. It will transfer a facility or equipment financed with funding appropriated or made available for a grant under 49 U.S.C. 5310, to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, only if:
   (1) The recipient in possession of the facility or equipment consents to the transfer, and
   (2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310,

e. As required by 49 U.S.C. 5310(b)(2), it will use at least fifty-five (55) percent of the funds on capital projects to meet the special needs of seniors and disabled, and

f. The requirements of 49 U.S.C. 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with
Disabilities, authorized by 49 U.S.C. 5310, and

2. FTA has determined certain requirements of 49 U.S.C. 5307, to be appropriate for which some require Certifications. Therefore, as specified under 49 U.S.C. 5307(c)(1), it certifies that:
   a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
   d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will, and will require each Subrecipient to comply with the:
      (1) General Provisions of 49 U.S.C. 5323, and
      (2) Third Party Contract Provisions of 49 U.S.C. 5325,
   e. It has complied or will comply with, and will require each Subrecipient to comply with:
      (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
      (2) The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304, and
   f. To the extent applicable, it will comply with, and require its Subrecipients to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

16.B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.B apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
   a. Each of your State Applicant's Subrecipients is:
      (1) A private nonprofit organization, if the public transportation service that
would undertake public transportation capital Project(s) planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
(a) Unavailable,
(b) Insufficient, or
(c) Inappropriate, or
(2) A State or local governmental authority that:
(a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
(b) Certifies that there are not any nonprofit organizations readily available in the area to provide public transportation capital Projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities,

b. The Projects your State Applicant has selected or will select for funding appropriated or made available for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
(1) Locally developed, and
(2) Coordinated,

c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
(1) Elderly Individuals,
(2) Individuals with disabilities,
(3) Representatives of public, private, and nonprofit transportation providers,
(4) Representatives of human services providers, and
(5) Other members of the public,

d. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,

e. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources,

f. If your State Applicant transfers former 49 U.S.C. 5310 funds to another Project funded under 49 U.S.C. 5336 in accordance with former 49 U.S.C. 5310(b)(2), the Project for which the funds are requested has been coordinated with private nonprofit providers of service under former 49 U.S.C. 5310, and

g. It will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,

2. The following Certifications for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:

a. Your State Applicant and each of its Subrecipients have or will have the following to carry out its proposed Project(s), including the safety and security
aspects of the proposed Project(s):
(1) Legal capacity,
(2) Financial capacity, and
(3) Technical capacity,
b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities adequately,
d. When carrying out a procurement under former 49 U.S.C. 5310, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
(1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
(2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
(3) “Buy America” under 49 U.S.C. 5323(j),
(4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
(5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
(6) “Veterans Preference/Employment” under 49 U.S.C. 5325(k),
e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
f. Your State Applicant:
(1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5310(c)(2),
(2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
(3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
h. To the extent applicable, your State Applicant will comply with and, as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).


If your Applicant seeks FTA funding for its Project under the New Freedom Program, former 49 U.S.C. 5317, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.C apply to your Applicant, except as FTA determines otherwise in writing.

1. Former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year requires the following Certification for the New Freedom Program. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It will make awards of New Freedom funding on a competitive basis after conducting:
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(1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317(d)(1), or

(2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317(d)(2),

b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,

c. It will comply with the following Project selection and planning requirements:
   (1) The Projects it has selected or will select for funding appropriated or made available for that program were derived from a public transit-human services transportation plan that has been:
      (a) Locally developed, and
      (b) Coordinated,

   (2) That locally developed and coordinated plan was produced through a process that included:
      (a) Representatives of public, private, and nonprofit transportation providers,
      (b) Representatives of public, private, and nonprofit human services providers,
      (c) Participation by the public,

d. Before it transfers funds to a Project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:
   (1) The funding to be transferred may be made available only to Projects eligible for funding appropriated or made available for former 49 U.S.C. 5317, and
   (2) It will have consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount to be transferred was originally awarded,

e. The requirements of former 49 U.S.C. 5307 and 5310, as determined by FTA, will apply to the New Freedom Program, authorized by former 49 U.S.C. 5317, and

2. The following Certifications for the New Freedom Program are required by former 49 U.S.C. 5307(d)(1) and 5310. Therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:

a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   (1) Legal capacity,
   (2) Financial capacity, and
   (3) Technical capacity,

b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,

c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,

d. When carrying out a procurement under former 49 U.S.C. 5317, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by
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49 U.S.C. 5325(a),
(2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
(3) "Buy America" under 49 U.S.C. 5323(j),
(4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
(5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
(6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
f. It:
   (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g),
   (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
   (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
h. To the extent applicable, it will comply with and, as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 17. RURAL/OTHER THAN URBANIZED AREAS/APPALACHIAN DEVELOPMENT/OVER-THE-ROAD BUS ACCESSIBILITY PROGRAMS.

The Certifications in Group 17 are required for funding under:
17.A. The Formula Grants for Rural Areas Program financed with funding appropriated or made available for 49 U.S.C. 5311(b), as amended by MAP-21, (Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a Public Transportation on Indian Reservations Project financed with funding made available for 49 U.S.C. 5311(c)(1), as amended by MAP-21.)
17.B. The Formula Grants for Other Than Urbanized Areas Program financed with funding appropriated or made available for former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, (Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a “Tribal Transit” Project financed with funding made available for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.)
17.C. The Appalachian Development Public Transportation Assistance Program financed with funding appropriated or made available for 49 U.S.C. 5311(c)(2), as amended by MAP-21, and
17.D. The Over-the-Road Bus Accessibility Program financed with funding appropriated or made available for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, except as superseded by
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MAP-21 cross-cutting requirements that apply.

(Separate Certifications and Assurances have been established for an Indian tribe that is an Applicant for a Tribal Transit Project financed with funding made available for 49 U.S.C. 5311(c).)

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 17, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 17 that does not apply will not be enforced.

17.A. Formula Grants for Rural Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Rural Areas Program, 49 U.S.C. 5311, as amended by MAP-21, the Certifications in Group 17.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Rural Areas Formula Project authorized by 49 U.S.C. 5311(b). On its behalf, you certify and assure that:
1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program has provided for a fair distribution of Federal funding appropriated or made available for 49 U.S.C. 5311(b), within the State, including Indian reservations,
5. Its program provides or will provide the maximum feasible coordination of public transportation service funded by 49 U.S.C. 5311(b), with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Rural Areas Program are included in:
   a. The Statewide Transportation Improvement Program, and
   b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
   a. Has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g),
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient in possession of the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311,
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities, including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus facilities,
      (3) Joint-use facilities,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
      (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
   b. It will provide to the Federal Transit Administrator a Certification from the Governor of the State that:
      (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
      (2) The State’s intercity bus service needs are being met adequately.
17.B. Formula Grants for Other Than Urbanized Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Other Than Urbanized Areas Program, former 49 U.S.C. 5311 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 17.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Formula Grants for Other Than Urbanized Areas Project authorized by former 49 U.S.C. 5311(b)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. On its behalf, you certify and assure that:
1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
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a. Legal capacity,
b. Financial capacity, and
c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program required under former 49 U.S.C. 5311(b)(2) has provided for a fair distribution of Federal funding appropriated or made available for former 49 U.S.C. 5311(b), within the State, including Indian reservations,
5. Its State program required under former 49 U.S.C. 5311(b)(2) provides or will provide the maximum feasible coordination of public transportation service funded by former 49 U.S.C. 5311(b), with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Other than Urbanized Areas Program are included in:
   a. The Statewide Transportation Improvement Program, and
   b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
   a. Has or will have the amount of funds required for the local share, as required by former 49 U.S.C. 5311(g),
   b. Will provide the local share funds sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient in possession of the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under former 49 U.S.C. 5311, and
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its former 49 U.S.C. 5311 funding available for that fiscal year to develop and support intercity bus transportation within the State with eligible activities, including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus shelters,
      (3) Joint-use stops and depots,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
      (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
   b. It will provide to the Federal Transit Administrator a Certification from the Chief Executive Officer of the State that:
      (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
      (2) The State’s intercity bus service needs are being met adequately.
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17.C. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks FTA funding for its Project under the Appalachian Development Public Transportation Assistance Program, 49 U.S.C. 5311(c)(2), the Certification in Group 17.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its funding made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. 5311(c)(2)(D), it may use the funding for a highway Project only after:
1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves for such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

17.D. Over-the-Road Bus Accessibility Program.

If your Applicant seeks FTA funding for its Project under the Over-the-Road Bus Accessibility Program, section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, the Assurances in Group 17.D apply to your Applicant, except as FTA determines otherwise in writing.

Your Applicant assures that it will comply with all applicable Federal statutes and regulations, and follow applicable Federal guidance in carrying out any Over-the-Road Bus Accessibility Project supported by the FTA grant. It acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its Project with FTA. It understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the Project.

It assures that the Federal requirements for the Over-the-Road Bus Accessibility Program during FY 2012 will apply to the Project, except as FTA determines otherwise in writing. Certifications and Assurances for funding to be awarded under this program in FY 2014 are included in these FTA Certifications and Assurances for FY 2014. Each Applicant must submit Group 01 ("Required Certifications and Assurances for Each Applicant"). Each Applicant seeking more than $100,000 in Federal funding must provide both Group 01, and Group 02, ("Lobbying").

GROUP 18. TRIBAL TRANSIT PROGRAMS.

The Certifications in Group 18 are required for funding under:
- The Public Transportation on Indian Reservations Formula Program, 49 U.S.C. 5311(c)(1), as amended by MAP-21, and
- The Public Transportation on Indian Reservations Discretionary Program, 49 U.S.C. 5311(c)(1).
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Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 18, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 18 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with funding appropriated or made available for 49 U.S.C. 5311(e)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. It will:
   a. 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 49 CFR 18.36, or
   b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations,
6. It will comply with Buy America under 49 U.S.C. 5323(j), and
7. It will comply with the Certifications, Assurances, and Agreements in:
   a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
   b. Group 05.B (Bus Testing),
   c. Group 06 (Demand Responsive Service),
   d. Group 07 (Intelligent Transportation Systems), and
   e. Group 10 (Alcohol and Controlled Substances Testing).

GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAM
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The Certifications in Group 19 are required for funding under:
19.A. The Low or No Emission Vehicle Deployment Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, and
19.B. The Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 19, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 19 that does not apply will not be enforced.

19.A. Low or No Emission Vehicle Deployment.

If your Applicant seeks FTA funding for its Project under the Low or No Emission Vehicle Development Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, the Certifications and Assurances in Group 19.A apply to your Applicant, except as FTA determines otherwise in writing.

Section 5312(d)(5)(C)(i) of title 49 requires the following Certifications for Low or No Emission Vehicle Deployment Program funding appropriated or made available for MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:
1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability), and cannot use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,

c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), or

d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),

5. When carrying out a procurement under this Program, it will comply with the:

a. General Provisions of 49 U.S.C. 5323, and


6. It has:

a. Informed or will inform the public of the amounts of its funding available under this Program,

b. Developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,

c. Published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,

d. Provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,

e. Assured or will assure that the proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. 5336 with federally funded transportation services supported by other United States Government sources,

f. Considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and

g. Made or will make the final list of Projects available to the public,

7. It:

a. Has or will have the amount of funds required for the local share,

b. Will provide the local share funds from sources approved by FTA, and

c. Will provide the local share funds when needed,

8. It will comply with:

a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

b. The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,

9. It has a locally developed process to solicit and consider public comment before:

a. Raising a fare, or

h. Implementing a major reduction of public transportation, and

10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

19.B. Clean Fuels Grant Program.
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If your Applicant seeks FTA funding for its Project under the Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 crosscutting requirements that apply, the Certifications and Assurances in Group 19.B apply to your Applicant, except as FTA determines otherwise in writing.

Former 49 U.S.C. 5307(d)(1) except as superseded by MAP-21 cross-cutting requirements that apply, requires the following Certifications for Clean Fuels Grant Program funding appropriated or made available for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain the Project equipment and facilities adequately,
4. It will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving Project facilities or equipment supported under former 49 U.S.C. 5308:
   a. Elderly individuals,
   b. Individuals with disabilities,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
5. When carrying out a procurement under former 49 U.S.C. 5308, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   c. "Buy America" under 49 U.S.C. 5323(j),
   d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   e. Applicable railcar option restrictions of 49 U.S.C. 5325(c), and
   f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
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It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and

10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

Group 20. Paul S. Sarbanes Transit in Parks Program

Before FTA may provide funding for your Applicant's Project under the Paul S. Sarbanes Transit in Parks Program, former 49 U.S.C. 5320, in effect in FY 2012 or a previous fiscal year for your Applicant's Project, except as superseded by MAP-21 requirements that apply, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 20, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 20 that does not apply will not be enforced.

1. The following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It will consult with the appropriate Federal land management agency during the planning process, and
   b. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the Parks Program, authorized by former 49 U.S.C. 5320, and

2. FTA has determined certain requirements of former 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore as specified under former 49 U.S.C. 5307(d)(1) except as superseded by MAP-21 cross-cutting requirements that apply, you certify that:
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
      (1) Legal capacity,
      (2) Financial capacity,
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(3) Technical capacity,
b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
c. It will maintain the Project equipment and facilities adequately,
d. When carrying out a procurement under former 49 U.S.C. 5320, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   (3) “Buy America” under 49 U.S.C. 5323(j),
   (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   (5) Applicable railroad option restrictions of 49 U.S.C. 5325(e), and
   (6) “Veterans Preference/Employment” under 49 U.S.C. 5325(k),
e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
f. It has complied or will comply with the requirements of former 49 U.S.C. 5307(c). Specifically, it:
   (1) Has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. 5320, and the Projects it proposes to undertake,
   (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, Projects to be financed,
   (3) Has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,
   (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
   (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
   (6) Has made or will make the final list of Projects available to the public,
g. It:
   (1) Has or will have the amount of funds required for the local share,
   (2) Will provide the local share funds from sources approved by FTA, and
   (3) Will provide the local share funds when needed,
h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304, and
i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.

GROUP 21. STATE SAFETY OVERSIGHT GRANT PROGRAM.
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Before FTA may provide funding for your Applicant’s Project under the State Safety Oversight Grant Program, 49 U.S.C. 5329(e), as amended by MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 21, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 21 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. When carrying out a procurement for its Project, it will comply with the:
   a. The Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 49 C.F.R. part 18,
   b. General Provisions of 49 U.S.C. 5323, and
   c. Third Party Contract Requirements of 49 U.S.C. 5325,
5. As required by 49 U.S.C. 5329(e)(6)(C), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds only from sources approved by FTA, and will not be met by:
      (1) Any Federal funds,
      (2) Any funds received from a public transportation agency, or
      (3) Any revenues earned by a public transportation agency, and
   c. Will provide the local share funds when needed,
6. It meets the applicable requirements of 49 C.F.R. part 659, Rail Fixed Guideway Systems: State Safety Oversight, and
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. 5329(e) and is adequate to promote the purposes of 49 U.S.C. 5329.

GROUP 22. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.
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Before FTA may provide funding for your Applicant's Project under the Public Transportation Emergency Relief Program, 49 U.S.C. 5324, as amended by MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Assurance in Group 22, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 22 that does not apply will not be enforced.

As required by 49 U.S.C. 5324(d), on behalf of your Applicant, you assure that it will comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for funding appropriated or made available for the Public Transportation Emergency Relief Program.

GROUP 23. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Expedited Project Delivery Pilot Program, section 20008(b)(5)(D) of MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certification in Group 23, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

To the extent that the Certification in Group 23 does not apply, it will not be enforced.

On behalf of your Applicant, you certify that its existing public transportation system or the public transportation system that is the subject of the Project is in a state of good repair, as required by section 20008(b)(5)(D) of MAP-21.

GROUP 24. INFRASTRUCTURE FINANCE PROGRAMS.

The Certifications in Group 24 apply to the following programs:
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

24.A. The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program, 23 U.S.C. 601-609, except as superseded by MAP-21 cross-cutting requirements that apply, and


Before FTA may provide credit assistance under TIFIA for your Applicant's Project or funding for your Applicant to deposit in a SIB, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 24, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 24 that does not apply will not be enforced.

24.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks FTA funding for its Project under the TIFIA Program, the Certifications and Assurances in Group 24.A applies to your Applicant, except as FTA determines otherwise in writing.


1. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), on its behalf, you certify that:
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain its Project equipment and facilities adequately,
   d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a TIFIA-financed Project, a fare that is not
more than fifty (50) percent of the peak hour fare will be charged to the following individuals:

(1) A senior,
(2) An individual who, because of illness, injury, age, congenital malfunction, or 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, or
(3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
(4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),

e. When carrying out a TIFIA-funded procurement, it will comply with:
   (1) 49 U.S.C. 5323, and
   (2) 49 U.S.C. 5325,

f. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
   (1) Has made or will make available to the public information on amounts of its TIFIA funding request(s),
   (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
   (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
   (5) Has ensured or will ensure that the proposed Program of Projects provides for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and U.S. DOT under TIFIA with federally funded transportation services supported by other United States Government sources,
   (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
   (7) Has made or will make the final Program of Projects available to the public,

g. It:
   (1) Has or will have at least (twenty) 20 percent of the TIFIA net Project costs required for the local share,
   (2) Will provide the local share funds from sources approved by FTA, and
   (3) Will provide the local share funds when needed,

h. It will comply with:
   (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   (2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation, and
j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project that must be in compliance with those requirements unless:
   a. It is eligible to receive Federal funding for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)

4. The National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 5321 et seq., and will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Project prior to obligation of funds, and

5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d), when required.

24.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a State and seeks FTA funding under the SIB Program to deposit in its SIB, the Certifications and Assurances in Group 24.B applies to your State and its Project, except as FTA determines otherwise in writing.

On behalf of the State organization serving as your Applicant for funding for its SIB Program, you certify and assure that:

1. It will comply with the following applicable Federal laws establishing the various SIB programs since 1995:
   a. 23 U.S.C. 610, as amended by MAP-21,
   b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
   d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,

2. It will comply with or follow the Cooperative Agreement establishing the State’s SIB program between:
   a. It and FHWA, FRA, and FTA, or
   b. It and FHWA and FTA,

3. It will comply with or follow the Grant Agreement that provides FTA funding for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
   a. 23 U.S.C. 610, as amended by MAP-21,
b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
d. Federal guidance pertaining to the SIB Program,
e. The Cooperative Agreement establishing the State’s SIB Program, or
f. The FTA Grant Agreement,
5. As required by 49 U.S.C. 5323(o) and 49 U.S.C. 5307(d)(1):
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain its Project equipment and facilities adequately,
   d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a SIB-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
      (1) A senior,
      (2) An individual who, because of illness, injury, age, congenital malfunction, or 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,
      (3) An individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), or
      (4) An individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
   e. When carrying out a procurement under a SIB-financed Project, it will comply with the:
      (1) General Provisions of 49 U.S.C. 5323, and
      (2) Third Party Contract Provisions of 49 U.S.C. 5325,
   f. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
      (1) Has made or will make available to the public information on amounts of its funding requested under the SIB program,
      (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
      (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,

(5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and the SIB Program with federally funded transportation services supported by other United States Government sources,

(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and

(7) Has made or will make the final Program of Projects available to the public,

g. It:

(1) Has or will have the amount of funds required for the local share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,

(2) Will provide the local share funds from sources approved by FTA, and

(3) Will provide the local share funds when needed,

h. It will comply with the:

(1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

(2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,

i. It has a locally developed process to solicit and consider public comment before:

(1) Raising a fare, or

(2) Implementing a major reduction of public transportation, and

j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d),

2. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project unless:

a. It is eligible to receive Federal funding for those expenses, and

b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and

3. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d).

Selection and Signature Page(s) follow.
FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: ______________________________

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

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

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FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: ________________________________

Name and Relationship of the Authorized Representative: ________________________________

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application. Its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2014, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks, or may later seek FTA funding during Federal Fiscal Year 2014.

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 transportationprogram authorized by 49 U.S.C. chapter 53 or any other statute.

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

Signature: ________________________________ Date: ____________

Name: ________________________________

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): ________________________________

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

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

Signature: ________________________________ Date: ____________

Name: ________________________________

Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its signature in lieu of the Attorney’s signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.
Acceptance of the Special Warranty

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

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

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

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

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

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

PASSED by the KENDALL COUNTY BOARD on the 19th day of March 2014.

John Shaw, County Board Chairman
SPECIAL WARRANTY ARRANGEMENT
For Application to Other Than Urbanized and Over-the-Road Bus Accessibility Projects
PURSUANT TO SECTION 5333(b) OF TITLE 49 OF THE U.S. CODE, CHAPTER 53
October 1, 2008

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the United States Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term “service area,” as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term “Union,” as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term “employee,” as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term “Grantee,” as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular
facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(1) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(2) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into,
relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(3) (a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be
instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(4) (a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her
displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee’s compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(5) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service prior to adverse effect
Period of protection
• 1 day to 6 years equivalent period
• 6 years or more 6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the
Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.
(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11) (a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph,
Exhibit “B”

and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee’s representatives.

(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)  

(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee’s option, be reimbursed by the Recipient for any loss suffered in the sale of the employee’s home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee’s home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in
securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13) (a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

**Length of Service Separation Allowance**

- 1 year and less than 2 years 3 months' pay
- 2 years and less than 3 years 6 months' pay
- 3 years and less than 5 years 9 months' pay
- 5 years and less than 10 years 12 months' pay
- 10 years and less than 15 years 12 months' pay
- 15 years and over 12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.
Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month’s service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year’s service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month’s pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee’s dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee’s length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee’s displacement or dismissal.

(15) (a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor - Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this
arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient
rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee’s protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or retraining to fill such vacant position, the Recipient shall provide for such training or retraining at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of
employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system. Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of
Exhibit "B"

adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

Last Updated: 09/29/08
HIGHWAY COMMITTEE MINUTES

DATE: March 11, 2014
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Judy Gilmour, Amy Cesich & Scott Gryder
(Jeff Wehrli arrived at 4:30 P.M.)
STAFF PRESENT: Andy Myers, John Burscheid & Ginger Gates
ALSO PRESENT: John Shaw (arrived at 4:16 P.M.)

The committee meeting convened at 4:00 P.M. with roll call of Committee Members. Wehrli absent. Quorum established.

Motion Gilmour; second Gryder to approve the agenda as presented. Motion carried unanimously.

Motion Gryder; second Gilmour to approve the Highway Committee Minutes from the February 11, 2014 meeting. Motion approved unanimously.

The County Highway Department will be resurfacing three county highways in 2014 utilizing County Motor Fuel Taxes. The three county highways are Orchard Road, Millbrook Road and Ridge Road. The resurfacing for Orchard Road will begin north of Mill Road proceeding to Route 30. Gilmour questioned the need for this road to be resurfaced. A resolution was presented to the committee to appropriate $1,100,000 of County Motor Fuel Taxes for the resurfacing of Orchard Road. Motion Koukol; second Gryder to forward to the County Board for approval a resolution appropriating $1,100,000 of County Motor Fuel Taxes for the resurfacing of Orchard Road from Mill Road to U. S. Route 30. Koukol, Gryder, Cesich voted yes. Gilmour no. Motion carried.

The resurfacing of Millbrook Road will be from Route 71 to Fox River Drive. A resolution was presented to the committee to appropriate $300,000 of County Motor Fuel Taxes. Motion Koukol; second Gryder to forward to the County Board for approval a resolution appropriating $300,000 of County Motor Fuel Taxes for the resurfacing of Millbrook Road from Ill. Rte. 71 to Fox River Drive. Motion carried unanimously.

The resurfacing of Ridge Road will be from Caton Farm Road to Wheeler Road. A resolution was presented to the committee to appropriate $425,000 of County Motor Fuel Taxes. Motion Koukol; second Gryder to forward to the County Board for approval a resolution appropriating $425,000 of County Motor Fuel Taxes for the resurfacing of Ridge Road from Caton Farm Road to Wheeler Road. Motion carried unanimously.

The proposed roadway project for the construction of safety shoulders on Newark Road will be from Route 71 to Route 47. The project is federally funded and the County will pay only 20% of the $1.2 million project. Due to the federal funds, the County must enter into a Local Agency Agreement with IDOT. A Local Agency agreement was presented to the committee. Motion Gilmour; second Cesich to forward to the County Board for approval the Local Agency Agreement for Federal Participation to construct safety shoulders on Newark Road at an estimated total cost of $1,200,000 with a local share of costs at $240,000. Motion carried unanimously.
A bid opening was held on Tuesday, March 11 at 10:00 A.M. for the purchase of a used bucket truck. A bid was received from Rod Baker Ford in the amount of $52,900. This issue was forwarded to the County Board meeting on Wednesday, March 19 for discussion.

A supplemental engineering agreement was approved in February for Eldamain Road to finish Phase II engineering. However, the States Attorney Office revised the language in one paragraph of the agreement dealing with insurance and indemnification. The States Attorney Office would like the Board to approve the revised agreement. Motion Koukol; second Gryder to forward to the County Board the revised Supplemental Engineering Agreement for professional engineering services between Kendall County and Hutchison Engineering, Inc. for completion of Phase II Engineering on the proposed Eldamain Road improvement from Menards Distribution Center to Galena Road in an amount not to exceed $30,000. Motion carried unanimously.

The County Highway Department notified by certified mail the residents on Grove Road regarding the proposed road name change from Grove Road to Old Grove Road. The County Highway Department did not receive any responses. Motion Koukol; Gilmour second to forward to the County Board for approval a resolution to change the name of Grove Road remnant to Old Grove Road at Route 126.

The County Highway Department has received TAP applications from the following park district and municipalities:

a. Oswegoland Park District the application amount of $6,010 to construct an asphalt path Connection on Grove Road. Motion Koukol; second Gryder to forward to the County Board to award Transportation Alternatives Program grants to Oswegoland Park District not to exceed $6,000. Motion carried unanimously.

b. The County Board awarded the Village of Oswego $15,000 in FY 13 Tap Funds for the construction of sidewalks along Route 71 from Orchard Road to Route 34. The $15,000 the county awarded them will not cover the 50% costs. The recommendation is to award them an additional not-exceed $20,000 in FY 14 funds. Motion Gryder; second Koukol to forward to the County Board to award Transportation Alternatives Program grants to the Village of Oswego not to exceed $20,000. Motion carried unanimously.

c. City of Plano has been making improvements on Ben Street to the water and sewer lines. Eventually, Ben Street from the city limits to Route 34 will under the jurisdiction of the County Highway. The recommendation is to award City of Plano not to exceed $25,000. Motion Cesich; second Gryder to forward to the County Board to award Transportation Alternatives Program grants to the City of Plano not to exceed $25,000. Motion carried unanimously.

d. City of Yorkville will be making improvements for sidewalks along Route 47 through town as part of IDOT improvements. The recommendation is to award City of Yorkville not to exceed $5,000. Motion Koukol; second Cesich to forward to the County Board to award Transportation Alternatives Program grants to the City of Yorkville not to exceed $5,000. Motion carried unanimously.
The County Highway Department would like to enter into an engineering agreement with Willett, Hofmann & Associates to analyze all the 28 bridges on the County Highway system, at a cost not to exceed $30,000. This will determine the allowable overweight loads that can be permitted. This has been an issue with certain bridges in the County, including the Orchard Road Bridge over the Fox River. The County has asked Willett Hofmann & Associates to put together a proposal to analyze all of County Highway bridges and create a County Bridge Permit Rating chart that we can use to issue oversize/overweight bridges Highway. The concerns of the committee were if the $30,000 had been budgeted and out of which fund. Motion Gryder; second Wehrli to forward to the County Board for approval the engineering agreement with Willett Hofmann & Associates, Inc. to analyze all bridges on the County Highway System (28 bridges total) to determine allowable overweight loads that can be permitted at a cost not to exceed $30,000; with the stipulation the County Engineer inform the County Board if this was budgeted and which fund the monies will be expended from. Motion carried unanimously.

A resolution was presented to the committee appropriating funds for the annual salary of the County Engineer in the amount $106,306. As long as the County is paying at least 95% of the State’s recommended salary for the County Engineer, the County will be reimbursed 50% of the salary. Motion Gilmour; second Cesich to forward to the County Board for approval the resolution appropriating funds for the payment of the County Engineer’s Salary of $106,306 and authorizing IDOT to transfer $53,153 of Federal Surface Transportation Funds in return for an equal amount of State funds. Motion carried unanimously.

Motion Wehrli; second Gryder to forward bills for the month of March in the amount of $125,000.00 to the Finance Committee for approval. Gilmour questioned the voucher in the amount of $190,974.92 and requested it be presented at Finance on Thursday. Motion carried unanimously.

Meeting adjourned at 5:00 P.M.

Respectfully submitted,

Andy Myers
Assistant County Engineer

ACTION ITEM

1. Resolution appropriating $1,100,000 of County Motor Fuel Taxes for the resurfacing of Orchard Road from Mill Road to U.S. Route 30.

2. Resolution appropriating $300,000 of County Motor Fuel Taxes for the resurfacing of Millbrook Road from Ill. Rte. 71 to Fox River Drive

3. Resolution appropriating $425,000 of County Motor Fuel Taxes for the resurfacing of Ridge Road from Caton Farm Road to Wheeler Road.
4. Local Agency Agreement for Federal Participation to construct safety shoulders on Newark Road at an estimated total cost of $1,200,000 with a local share of costs at $240,000.

5. Revised Supplemental Engineering Agreement for professional engineering services between Kendall County and Hutchison Engineering, Inc. for completion of Phase II Engineering on the proposed Eldamain Road improvement from Menards Distribution Center to Galena Road in an amount not to exceed $30,000.

6. Resolution to change the name of Grove Road remnant to Old Grove Road at Rte. 126.

7. Award Transportation Alternatives Program Grants to the following agencies:
   a. Oswegoland Park District NTE $6,000
   b. Village of Oswego NTE $20,000
   c. City of Plano NTE $25,000
   d. City of Yorkville NTE $5,000

8. Engineering Agreement with Willett Hofmann & Associates, Inc. to analyze all bridges on the County Highway System (28 bridges total) to determine allowable overweight loads that can be permitted at a cost not to exceed $30,000, with the stipulation of an explanation from the County Engineer if this was budgeted and which funds monies will be expended.

9. Resolution Appropriating Funds for the Payment of the County Engineer’s Salary of $106,306 and authorizing IDOT to transfer $53,153 of Federal Surface Transportation Funds in return for an equal amount of State funds.
RESOLVED, by the County board of Kendall County, that $1,100,000 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2014 and ending December 31, 2014, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS

Kendall County,

I, Debbie Gillette County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Kendall County, at its meeting held at Yorkville, IL on , and be it further

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

(SEAL) County Clerk

Approved

Regional Engineer
Department of Transportation

Date
COUNTY MAINTENANCE RESOLUTION

Sec. 14-00000-01-GM, Millbrook Road

RESOLVED, by the County board of Kendall County, that $300,000 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2014 and ending December 31, 2014, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS

Kendall County, ss.

I, Debbie Gillette, County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Kendall County, at its meeting held at Yorkville, IL on Date

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

(SEAL)

County Clerk

Approved

Regional Engineer
Department of Transportation

Date
RESOLVED, by the County board of Kendall County, that $425,000 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code. and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2014 and ending December 31, 2014, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS
Kendall County, ss.

I, Debbie Gillette County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Kendall County, at its County Board meeting held at Yorkville, IL on ________________________ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Yorkville, in said County, this __________ day of ___________________ A.D.

(SEAL) County Clerk

Approved

Regional Engineer
Department of Transportation

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

**Location**

Local Name: Newark Rd (CH 4)  
Route: FAS 279  
Length: 7.18 Miles  
Termini: ILL 71 to ILL 47  
Current Jurisdiction: Kendall County  
Existing Structure No: __________  

**Project Description**

Excavate existing aggregate shoulders and replace with full-depth HMA shoulders.

**Division of Cost**

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<th>LA</th>
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</table>

**NOTE:**

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

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

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

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

METHOD A—Lump Sum (80% of LA Obligation)  
METHOD B—Monthly Payments of  
METHOD C—LA's Share $240,000 divided by estimated total cost multiplied by actual progress payment.

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

THE LA AGREES:

(1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and railroad crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 60% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

(11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62784. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/RAILroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:
(a) are not presently debarred, suspended, for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the LA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LA’s certification that:
(a) No Federal appropriations have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
(b) Any funds other than Federal appropriations 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 LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.

(23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA’s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LA to proceed with the construction of the improvement where Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
   (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
   (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 108.01 of the current edition of the Standard Specifications for Road and Bridge Construction.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contractor or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
ADDENDA

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

Number 1 Location Map

(Inset addendum numbers and titles as applicable)

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

APPROVED

Local Agency

APPROVED

State of Illinois
Department of Transportation

Name of Official (Print or Type Name)

Ann L. Schneider, Secretary of Transportation

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

By:

Aaron A. Weatherholt, Deputy Director of Highways

(Signature)

Date

Omer Osman, Director of Highways/Chief Engineer

The above signature certifies the agency's TIN number is 36-600-8588 conducting business as a Governmental Entity.

DUNS Number 361794440

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
Location Map
Newark Road
Section No. 12-00122-00-SD
Project RS-0279 (103)
KENDALL COUNTY

Resolution No. ______

A Resolution Renaming a Part of Grove Road to Old Grove Road

WHEREAS, reconstruction of the Grove Road / Illinois Route 126 intersection has created a remnant of the original north leg of Grove Road (see attached Exhibit A); and,

WHEREAS, Kendall County has transferred jurisdiction of the Grove Road remnant to Na-Au-Say Road District by Resolution 13-33, approved by the Kendall County Board on December 17, 2013, and certified by the Illinois Department of Transportation on January 13, 2014; and,

WHEREAS, Kendall County desires to reduce potential confusion created by duplication of the Grove Road name; and,

WHEREAS, authority to change the name of any street, lane, road or highway has been granted to county boards, pursuant to 55 ILCS 5/5-1067.

NOW, THEREFORE BE IT RESOLVED, that the Kendall County Board hereby renames that part of Grove Road beginning at its intersection with Illinois Route 126 and extending northerly approximately ¼ mile to the northerly terminus in accordance with the attached Exhibit A, to “Old Grove Road”.

This resolution approved by the County Board of Kendall County, State of Illinois.

John Shaw – Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____________, A.D. 2014.

Debbie Gillette – County Clerk
LOCATION MAP
RESOLUTION TO RENAME GROVE ROAD REMNANT AS "OLD GROVE ROAD"

EXHIBIT A
WHEREAS, the County Board of Kendall County has adopted a resolution establishing the salary of the County Engineer to be $106,306 (95%) percent of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Kendall County has entered into an agreement with the Illinois Department of Transportation for transfer of federal funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Kendall County Board that there is hereby appropriated, the sum of One hundred six thousand three hundred six dollars ($106,306) from the County's Highway funds for the purpose of paying the County Engineer’s salary from 5/20/2014 to 5/19/2015, and

BE IT FURTHER RESOLVED, that the Kendall County Board hereby authorizes the Department of Transportation, State of Illinois, to transfer fifty three thousand one hundred fifty three dollars ($53,153) of Federal Surface Transportation Program Funds allocated to Kendall County to the Department of Transportation in return for an equal amount of State funds.

I, Debbie Gillette, COUNTY CLERK in and for said County of Kendall County, at its adjourned meeting held at Yorkville, Illinois on March 18, 2014.

I certify that the correct TIN/FEIN number for Kendall County is 36-600-6598.

Legal Status: Governmental.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Yorkville, Illinois; in said County, this day of ____________________.

(SEAL)

County Clerk
Chairman Koukol called the Facilities Management Committee meeting to be in session, located in the County Office Building County Board Conference Room to order at 3:31 p.m.

1) Roll Call – Chairman Koukol called roll call for attendance. Present were Chairman Koukol, Vice-Chair Gilmour, Member Prochaska & Member Cullick. Member Wehrli had an excused absence. All members were present to form a quorum of the committee. Facilities Management Director Smiley was also present.

3) Approval of the February meeting minutes – Vice-Chair Gilmour made a motion to approve the February committee minutes. Member Cullick 2nd the motion. All members voted aye via voice vote. Motion approved.

3) Public Comment – No members of the public were present at the meeting.

OLD BUSINESS/PROJECTS

1) Technology Request for a Generator at the Historic Courthouse
   • Jim was too busy with other projects to do anything more with this request.
   • Jim will have additional options and/or pricing by the next committee meeting.

2) Public Safety Center (PSC) Floor Projects Update
   • All areas including the indoor recreation floor have been completed.
   • KCFM staff has installed new coving in the office areas.
   • Project complete.

3) County Office Building (COB) Roof and Systems Update
   • All of the hot water coils have been piped into the main system. Pipe insulating has been completed in all areas except for the third floor. Pipe markers and valve tags are being installed.
   • Thermostats have been connected to the new VAV boxes. The initial checkout of the new H.V.A.C. unit has been completed by Trane. Conduits for the new generator have been run.
   • Substantial completion of the H.V.A.C. system will be done this week. The pump drives have been ordered. As soon as they are installed the boiler system can be completed. Cutover of the main unit will be scheduled as soon as the weather cooperates. This will take approximately three days to complete. The generator pad and roof installation will also be started once the weather is conducive to this being done.

4) PSC Records Remodeling Phase II Update
   • The closet demolition was completed. We found a structural beam inside the closet. So, we had to verify this would not cause issues with the new high volume storage. Once this was done we started closing in the beam with drywall. The furniture has been received at Hendrickson and is scheduled for installation on March 11th. Jim hopes to have the high volume storage installed before the next committee meeting.

5) Historic Courthouse Damaged Sign Update
   • The new replacement sign has been ordered. Total cost is $650.00, which Chris Mechochko (ROE Superintendent) agreed to pay for and then seek restitution from the offender.

6) Approve one year extension for Call One Telephone Circuits in the amount of $1,945.88 per month Update
   • The State’s Attorney’s office requested some changes to the language on the contract. So, this item was not approved at the last county board meeting.
   • Approval is on the agenda for the next county board meeting.

NEW BUSINESS/PROJECTS

1) Chairman’s Report
   • Chairman’s Koukol’s report on ongoing events in the Facilities Management department.

2) KEEMA Meeting
   • Jim attended the meeting D.C. Gillespie conducted at the Health Department.
   • The meeting covered how the system works and all of the agencies that will be able to access it.
   • They wanted to show the capabilities and see if we wanted to use it for any of our departments.
   • Project complete.
3) County Office Building (COB) Security Improvements
- Jim started looking at the facility and met with some elected officials to see what they would like to have done in the facility and their departments.
- Jim also met with Jeff Wilkins and Jeff suggested that we look at creating secure areas in each department as well as look at the ability to secure outside access and interior hallways.
- Jim envisions improvements will include upgrading the existing video server, panic alarms, possibly some card access and improvements to lobbies in the departments.

4) Voicemail Server Replacement
- Stan Laken approached Jim about upgrading the voice mail server that serves as the countywide system. The server was rebuilt for Jim by Technology in 2008 as a decommissioned Technology server. It has an older operating system and Stan wants to get all servers up to current supported levels. Jim conducted a meeting with our current vendor & Technology Services to discuss upgrading the server. This would include a new server, software and preparing to move the Telephone network to Voice Over Internet Protocol (VOIP).

5) New Offices in the Treasurer’s Department
- Jim put together drawings for the new office for Jill’s Chief Deputy and Payroll operation.
- Jill approved the drawings and Jim has started to get prices for construction.
- Jim plans to start construction by mid-March and hopes to complete it by mid-April.
- This will meet Jill’s desire to be completed before tax bills start to be collected.

6) Animal Control RFP
- Jim put together the RFP and advertised it in the Record newspaper last week.
- A mandatory bid walk through was conducted on February 28, 2014.
- Bids are due this Friday, March 7, 2014.
- Jim will put together a bid analysis and present it to the next Animal Control committee meeting.

7) Request for additional microphone and connection for video recording at the COB
- Jim analyzed the system for connection points for the future camera system and a microphone for the table adjacent to the podium.
- Three possibilities for connection were determined depending on what camera Technology purchases.
- Jim determined an additional microphone could be connected to the existing podium microphone. This can be done by cord or by a wireless microphone.
- Project complete until technology determines what they are purchasing.

EXECUTIVE SESSION
- Chairman Koukol asked for a motion to adjourn the meeting. Member Prochaska made a motion to close the meeting at 4:04 p.m. Member Cullick 2nd the motion. All members voted aye. Meeting adjourned by Chairman Koukol at 4:04 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
Call to Order
The Budget and Finance Committee met and was called to order at 2:41 p.m. by Chair John Purcell.

Committee members present: Amy Cesich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, and John Purcell

Committee members absent: None

Others Present: Latreese Caldwell, Debbie Gillette, Bob Jones, Chief Deputy Scott Koster, Andy Nicoletti, John Shaw, Jim Smiley, Tom Thomas, Jeff Wilkins

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made by Lynn Cullick to forward the claims in the amount not to exceed $1,175,039.51 to the County Board for approval, second to the motion by Elizabeth Flowers. With a voice vote of all ayes, the motion carried.

Department Head and Elected Official Comments
Jill Ferko, Treasurer - No report

Debbie Gillette, County Clerk and Recorder – No report

Chief Deputy Scott Koster, Sheriff's Office – No report

Stan Laken, Technology Director – No report

Andy Nicoletti, Assessment Office – No report

Jim Smiley, Facilities Management – No report

Tom Thomas, Department of Health and Human Services – No report

Items from Other Committees - None
Items of Business

➢ Distribution of Senior Levy Applications  Jeff Wilkins reviewed the application fund requests, and provide the schedule of presentations for March 31, 2014.

➢ Capital Plan – Latrece Caldwell reviewed the changes made to the committee’s budget books. Discussion on options and direction to move forward in budget planning.

Old Business – None

Action Items for County Board

➢ Approval of County claims in the amount of $1,175,039.51

Public Comment – None

Questions from the Media – None

Executive Session - Member Cullick made a motion to enter into Executive Session for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5ILCS 120-2 (1), second by Member Cesich. With all in agreement, the committee entered in to Executive Session at 3:45p.m.

Committee Members Present:

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<td>Amy Cesich</td>
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<td>Lynn Cullick</td>
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<td>John Purcell</td>
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<td>Elizabeth Flowers</td>
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Others Present: John Shaw, Jeff Wilkins, Valarie McClain

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<tr>
<th>Date of Executive Sessions</th>
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<td>October 25, 2012</td>
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Member Flowers made a motion to return to regular session at 3:52p.m., seconded by Member Cullick. With all in agreement, the committee returned to regular session.
Adjournment — Elizabeth Flowers made a motion to adjourn the Budget and Finance Committee meeting, second by Judy Gilmour. With all members voting aye, the meeting adjourned at 3:53 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
KENDALL COUNTY
Judicial/Legislative Committee
Wednesday, March 12, 2014
Courthouse Jury Assembly Room

Meeting Minutes

Call to Order
The Judicial Legislative Committee met at 3:00 p.m. and was called to order by Vice Chair Judy Gilmour.

Roll Call
Committee Members Present: Amy Cesich (3:14 p.m.), Judy Gilmour, Matt Prochaska, John Purcell
Members Absent: Lynn Cullick
Also Present: Vicky Chuffo, Chief Judge Tim McCann, Ed Kline, Jim Smiley, Nicole Swiss, Eric Weis, Jeff Wilkins

Approval of January 29, 2014 Meeting Minutes -- Matt Prochaska made a motion to approve the January 29, 2014 minutes, second by John Purcell. Minutes approved with all in agreement.

Status Reports

Circuit Clerk – Ed Kline stated that the Circuit Clerk FY2013 audit was completed recently and there were no findings by the auditors, and pursuant to statute, Becky Morganegg will report at the March 19, 2014 County Board meeting.

Courthouse – Judge McCann briefed the committee on the success of the Legal Aid Self-Help system funded by a grant that allowed computer access. Judge McCann reported that there have been approximately 5000 inquiries through the system at several Kendall County Libraries. Judge McCann said that WSPY has been running occasional free advertisement about the self-help program available to Kendall County citizens.

Judge McCann reported on the Drug Court continues to be a subject of discussion. The next meeting is March 19, 2014. Judge McCann said they will continue with the enormous amount of legwork and behind the scenes work necessary.

Judge McCann said we currently use contract request publishing and online services for all court departments; the State of Illinois has now contracted with West for publications, and the possibility of lowering costs as much as thirty-five percent. Judge McCann said they will research further to see if there would be actual cost savings through the state.

Court Security – No report

Court Services/Probation – Report as submitted
**Public Defender** – Vicky Chuffo will provide a copy of the February and March reports at the April meeting. Ms. Chuffo reported that Mike Montgomery began with the department on March 3, 2014 to fill the new position. Ms. Chuffo stated the another assistant has resigned, and so she has been interviewing to fill this vacancy for an assistant and should make a decision by early April.

**Sheriff’s Office** – No report

**State’s Attorney** – No report

**Legislative Report** – Matt Prochaska said that UCCI will be presenting a bill on charging cell phones for 911 call fee, and will encourage Counties to take a stance on the issue. Member Prochaska will provide additional information at a future meeting.

**Old Business** - None

**Items of Business**

- ProAct prescription drug discount program – Ike Magalis from ProAct RX Savings distributed information to the committee and described the program, how to obtain discounts on existing drugs, a sample drug formulary list, participating pharmacies, and how it could be of benefit to County citizens. Mr. Magalis said there would be no cost to the County or to any participant in the program. Mr. Magalis encouraged the committee to contact participating counties for feedback and input on the program.

Member Prochaska left the meeting at 3:15 p.m.

**Items for COW** - None

**Actions Items for County Board** - None

**Public Comments** - None

**Executive Session** – None Needed

**Adjournment** – A motion was made by Amy Cesich, second by John Purcell, to adjourn the Judicial Legislative Committee at 3:30 p.m. With all in agreement, the meeting adjourned.

Respectfully Submitted,
Valarie McClain
Administrative Assistant
Call to Order – The meeting was called to order by Chair Amy Cesich at 9:12 a.m.

Committee Members Present: Amy Cesich, Lynn Cullick (9:13 a.m.), Elizabeth Flowers, Matt Prochaska, John Purcell

Committee Members Absent:

Others present: Anna Payton and Jeff Wilkins

Approval of Agenda – Motion made by John Purcell, second by Elizabeth Flowers to approve the amended agenda with new business going first. Motion carried.

New Business

- Review HVAC design – Jim Smiley reported on the findings from the HVAC review conducted by Kluber Architects and Engineers in January 2014, and the recommendations from Kluber including:

  1. Replace the furnace and air conditioner due to age of equipment and to gain energy efficiency from new equipment.
  2. An additional exhaust fan should be added to the dog washing/dish room/laundry area due to the high humidity conditions caused by all of the devices using water in the room.
  3. Add a roof exhaust to vent excess heat from the ceiling.
  4. Replace runs that contain more than five feet of flexible duct with solid ductwork.

- Committee directions for HVAC RFP – The committee advised Mr. Smiley to pursue RFP bids for the project and to keep them updated.

Old Business

- Title Change for Animal Control positions - Ms. Cesich reported that the State’s Attorney’s Office has advised the County Board that according to State Statute, Kendall County must have a Warden responsible for the Animal Control facility.
Jeff Wilkins suggested that in order to comply with the statute, the committee could create an ordinance regarding the change of title from Warden to Director, and use language specifically stating that the Director will perform all responsibilities of the Warden.

Discussion on the need for such an ordinance, wording of any ordinance, and clarification of all Animal Control titles, positions and responsibilities. Jeff Wilkins will draft an ordinance, and send to the State’s Attorney’s office for review, and a copy of the ordinance will be presented to the Board for approval. If approved, the ordinance will be included in the SOP.

The State’s Attorney’s office also advised that any and all title changes, or changes to any job descriptions need to go through the SAO prior to any changes being made.

Review of Census Log – Ms. Payton presented the Census Log to the Committee and said there were 5 cats/kittens that came into Animal Control in January, with 5 cats coming in thus far in the month of February. Ms. Payton said there are currently 10 cats up for adoption, 2 kittens in foster care, 1 scheduled for rescue, 7 stray cats, 1 cat for adoption at Country Comfort, and 1 kitten up for adoption, for a total of 21 cats/kittens in the system.

Ms. Payton reported they have begun testing all felines for FIV/FeLuk, and that she has been tracking the results. Cats that test positive for FIV can go into rescue, but cats that test positive for FeLuk disease are euthanized because placement in rescue isn’t readily available.

Ms. Payton reported that there were 20 dogs/puppies that came into Animal Control in January, with 13 dogs coming in thus far in the month of February. There are 11 dogs (including 6 puppies) up for adoption, 0 puppies in foster care, 7 unavailable dog/puppies, 0 dogs/puppies at the Vet, and 1 dog/puppy scheduled for rescue this week, for a total of 18.

Ms. Payton reported 10 cats, and 6 dogs were adopted in January, and thus far 8 cats and 3 dogs were adopted in February.

Review of Bite/Euthanasia Report – Ms. Payton reviewed the report with the committee and said there were a total of 12 bites, with 11 canine bites and 1 cat bite in January.

There were 2 canines euthanized for health/behavior issues, 1 dog for behavior issues, 2 cats due to health issues, and 1 cat due to behavioral issues in January.

Operations Report – Ms. Payton said there were 109 visitors (A.M. - 48, P.M. - 61) in January.

Ms. Payton reported she will be hiring a temporary kennel technician for three months while the permanent technician is on FMLA for pregnancy.

Ms. Payton conducted a roll call training for Plano Police Department and a training with the Oswego Police Department on safe animal handling and behavior. She said the goal was to keep the officers safe and provide information on following appropriate protocol when dealing with animal bites.
Ms. Payton has received increased requests from Girl Scout troops for presentations at their meetings, with two scheduled for February. Unfortunately, because of space and age restrictions, on-site visits or tours aren’t possible at this time.

Ms. Payton reported that ASPCA, one of the largest national welfare organizations will be featuring the Kendall County Animal Control for National Animal Control Appreciation Week in April. They interviewed Anna Payton, Amy Cesich and Jeff Wilkins, and took pictures for their website for animal welfare professionals. Ms. Cesich said it is quite an honor for Anna Payton, KC Animal Control and Kendall County to be recognized nationally.

**Upcoming Events**

February
- Pitty Party – 2 Pit Bull type dogs adopted already this month

March 8
- Go Dog Go

March 11
- Volunteer Orientation

March 23
- Country Comfort Adoption Event

**Accounting Report** – Jeff Wilkins reviewed the report with Committee. Wilkins said there was an increase in rabies tag sales, donations have increased, and most of the expenses are around 18-19 percent. Mr. Wilkins said that it has been a positive year thus far.

**Executive Session** – None Needed

**Review Action Items** - None

**Public Comment** – None

**Adjournment** – Lynn Cullick made a motion to adjourn the meeting, Matt Prochaska seconded the motion. With all in agreement, the meeting was adjourned at 10:35 a.m.

The next meeting will be on **THURSDAY, March 20, 2014 at 9:00 a.m.** in the County Office Building, County Board Rooms 209-210.

Respectfully Submitted,

Valarie McClain
Administrative Assistant
KENDALL COUNTY
Health & Environment Committee
County Office Building, County Board Room 209-210
Monday, March 10, 2014
Meeting Minutes

CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 9:00 a.m.

ROLL CALL
Committee Members Present: Lynn Cullick, Judy Gilmour, Dan Koukol, Matthew Prochaska, and John Purcell (9:01 a.m.)

Committee Members Absent: None

Others Present: Megan Andrews, KC Soil & Water Conservation District, Dr. Amaal Tokars, Department of Health & Human Services, and Angela Zubko, Planning, Building and Zoning, John A. Shaw (9:43 a.m.)

APPROVAL OF MINUTES
Member Prochaska made a motion to approve the minutes from December 16, 2013, Member Koukol seconded the motion. With all in agreement, the minutes were approved.

STATUS REPORTS

Department of Health and Human Services – Dr. Tokars reviewed the Kendall County Health Department 2016 Strategic Plan, including their priorities of Educating the Community, Integrating Cultural Competence topics into unit staff meetings, Emergency Preparedness, Financial Solvency, Health Improvement Plan: socioeconomic well-being, youth high risk behavior, radon mitigation, BMI reduction education, Organizational Achievement, Energy Conservation, Treatment Engagement, Nutrition Education, Systems Improvement, Workforce Development, and Refreshing Policy Direction.

Farmland Protection – None

Soil & Water – Megan Andrews briefly updated the committee on Spring 2014 activities, including a Spring Pond Seminar, Erosion and Sediment Seminar, and the education department’s “Meet A Farmer” program in local schools.
Solid Waste Plan Committee – Ms. Gilmour briefly reviewed the committee’s meeting from March 5, 2014 – Waste to Energy: Alternative Technologies. The committee approved 5 specific objectives:

1. Offering to Educate Community and Monitor Compost Facilities and support legislation to improve compost and yard waste land application regulation
2. Identify State and Federal Regulations related to Waste Energy and Alternative Technologies
3. Identify status of EPA Clean Air attainment and non-attainment designation for Townships relating to waste energy sightings
4. Continue to identify and explore Alternative Technologies and offer to educate the public and County leaders regarding these technologies
5. No new waste energy or alternative technology pollution control facilities for handling municipal solid waste

Ms. Gilmour reported the next meeting in May will include the topics of Transfer Stations, Landfills and Franchising. The July meeting will feature State’s Attorney Eric Weis who will provide a summary of the County siting ordinance.

Water Related Groups – Angela Zubko reported that Northwest Water Planning Alliance rolled out a new reporting system with the Illinois State Water Survey, so all of the Public Works Directors can now report through the NWPA. Ms. Zubko reported that Fix a Leak week is March 17-23, and World Water Day is March 22, 2014.

Ms. Zubko reported that the Groundwater study has now been completed, and is awaiting approval from the Director. Ms. Zubko will present the information to the County Board after final approval.

Ms. Zubko said that the SAO is working with Green Organics on the host fee agreement, which will hopefully be completed for the March 19, 2014 County Board meeting. Ms. Zubko was notified by the SAO that host fees are not appropriate in a Special Use Permit, and would require a separate agreement.

Ms. Zubko reviewed an application for Clean Construction or Demolition Debris. She distributed an aerial map showing the location, west of Beecher Road and across the street from Green Organics. The facility will be a CCDD fill operation and is owned by Two Star Enterprises, LLC. The facility will be operated by Thomas Schnabel, Jr. and the anticipated closure date is 2030. Two Star Enterprises anticipates using this site for
Ms. Zubko stated that the County has 21 days (beginning on February 28, 2014) to respond to the letter from the EPA with any questions or concerns.

OLD BUSINESS – None

NEW BUSINESS – None

PUBLIC COMMENT – John Shaw briefed the committee about a facility in Joliet near the old quarry, and provided background information on Alderman Dick Mell’s involvement, and similar action recently taken by Vulcan.

ACTION ITEMS – None

EXECUTIVE SESSION – None Needed

ADJOURNMENT– Matt Prochaska made a motion to adjourn the meeting, John Purcell seconded the motion. With all in agreement, the meeting was adjourned at 9:59 a.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant
Call to Order
The Committee of the Whole was called to order by Chair John Shaw at 4:02 p.m., who led the group in the Pledge of Allegiance.

Roll Call

Members Absent: None

Others Present: David Berault, Leslie Johnson, Jim Smiley, Eric Weis, and Jeff Wilkins

Items of Business

From Admin/HR Committee: Recommend purchase of video recording equipment and configuration up to $2580 – Judy Gilmour stated that the Admin HR Committee discussed this issue in depth at their last meeting.

Stan Laken gave information on the equipment, cost of the equipment, installation, website storage, and solutions for video recording of County Board meetings. Discussion on the necessity of recording of County Board meetings, the expense of the equipment, a video recording policy, accessibility to the video recording, training of recording secretaries and including the Forest Preserve. The committee agreed that the Admin HR committee will need to draft a policy prior to the purchase and installation of the equipment.

From Per Diem Ad-Hoc Committee:

a. Discussion of the use of a sign-in sheet at County meetings (created by County Treasurer’s Office) – Discussion on the form proposed by the Treasurer, and the components of the form, and the purpose of the form. There was a consensus by the committee to have the document referred back to the Per Diem Ad-Hoc committee for further discussion.

b. Discussion on future compensation of Board – Amy Cesich informed the committee on the discussion that began at the February Per Diem Ad-Hoc committee meeting regarding the compensation of Board members, benefits, and time devoted to County business. Member Cesich distributed and discussed a summary of per diem payout to County Board members for Fiscal Year 2013.
Kendall County, Illinois
Committee of the Whole

Old Business – None

Review Draft Board Agenda – Mr. Shaw asked the committee to review the draft agenda.

Action Items for the County Board - None

Public Comment - None

Questions from the Media – None

Executive Session – None needed

Adjournment – Member Gryder moved to adjourn the Committee of the Whole meeting and the motion was seconded by Member Prochaska. There being no objection, the Committee of the Whole, at 5:14p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
March 3, 2013

Mrs. Miller and Mr. Wilkins,

In accordance with Illinois School Code section 105 ILCS 5/3-5, I would like to report under affirmation to the County Board a list of acts as county superintendent for the previous quarter from December 1, 2013 - February 28, 2014.

Sincerely,
Christopher D. Mehochko
Regional Superintendent of Schools

Total Certificates/Licensures Registered: 6,617
Total Substitute Certificates/Licensures Issued: 50
Public School Administrators Employed for FY 2013/14: 204
Public School Teachers Employed for FY 2013/14: 2,407

School Bus Driver Trainings: 6
School Bus Drivers Trained: 89

Fingerprintings done at 2 offices: 409

Phone Calls Taken: 1,959
Walk In Patrons Served: 874

Registrations for testing at the Professional Training and Testing Center: 708
Students Currently at Premier Academy Morris: 94
Visits, meetings and trainings: Regional Superintendent and Assistant Superintendent

December 1, 2013- February 28, 2014

December
3 – Health Life Safety Inspections – Oswego 308
4 – River Valley Workforce Investment Executive Board Meeting – Batavia
   Professional Learning Community Meeting – Yorkville Office
9 – 10 Raising Student Achievement Conference – Pheasant Run
10 – Area One Meeting – St. Charles
11 – River Valley Workforce Investment Board Meeting – Aurora
   Kendall County Special Education Cooperative Board Meeting
   Grundy County Computer Giveaways – Morris Office
12 – Professional Development Alliance (PDA) Governing Board Meeting
13 – Compliance Visit – Morris High School
16 – Grundy County Education Committee
17 – Yorkville Kiwanis Meeting at Panera Bread in Yorkville
18 – Grundy County Special Education Cooperative Board Meeting
   Health Life Safety Meeting – Minooka High School South Campus
19 – Toys for Tots – Oswego Fire Department
30 – Health Life Safety Inspections – Plano

January
7 – Health Life Safety Inspections – Oswego 308
8 – Kendall County Special Education Cooperative Board Meeting
   Grundy County Department Head Meeting – Morris Office
   Truancy Hearing – Yorkville office
9 – 10 Illinois Association of Regional Superintendent of Schools (IARSS) Meeting
   Springfield
   Illinois Valley Alliance for School Business Officials – Morris Country Club
14 – Teacher Evaluation Training Workshop – PDA
15 – Grundy County Special Education Cooperative Board Meeting
   Drug Court Committee – Kendall County
16 – Health Life Safety Inspections – Oswego
21 – Grundy County Interagency Meeting – Morris
   Professional Learning Community Meeting - Yorkville Office
   Grundy County Education Committee
23 – PDA Governing Meeting
24 – Kendall County Anti-Harassment Training – Kendall County Courthouse
   Kendall County Juvenile Justice Council Meeting
29 – Truancy Hearing – Yorkville Office
30 – Kendall County Communications Meeting – Kendall County Health Department
31 – Teacher Evaluation Training - PDA
February
4 – Administrator’s Academy – PDA
5 – Grundy County Child Advisory Board Meeting – Morris Municipal Building
7 – Illinois Valley Association of School Business Officials Meeting – Morris Country Club
11 – Area One Meeting – Yorkville Office
12 – Kendall County Special Education Cooperative Board Meeting
18 – Grundy County Interagency Meeting – Morris
   SLIP 2 Students visit to ROE – Morris
   Grundy County Education Committee Meeting
19 – Grundy County Special Education Cooperative Board Meeting
   St. Mary’s Compliance Visit – Plano
20 – Opportunity Science Fair Judging – Oswego
21 – Health Life Safety Inspections – Newark
22 – Grundy Kendall Spelling Bee – Grundy Administration Center
24 – Health Life Safety Inspection – Lisbon
25 – TALK Presentation – Newark
   Truancy Hearing – Yorkville Office
26 – Health Life Safety Inspections – Gardner, South Wilmington, Braceville
27 – Truancy Hearing – Yorkville Office