

**CARROLL COUNTY BOARD MEETING**

**\*\*Small Courtroom, Courthouse\*\***

**December 7, 2023 9:30 a.m.**

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

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Public Comments**

**Consent Agenda**

- 1. Approval of the November 16<sup>th</sup> Meeting Minutes**
- 2. Approval of Bills Paid in Vacation**
- 3. Approval of Committee on Claims**

**Tabled Items**

**Department Reports**

**Animal Control**

**Assessor**

**Circuit Clerk**

**County Clerk & Recorder**

**Emergency Management**

**GIS**

**Highway**

- 1. Monthly Report**
- 2. Approval of Resolution to appropriate MFT funds for County Engineer's salary and authorize IDOT to transfer Federal Surface Transportation Funds for one-half salary \$61,800.**
- 3. Approval of Resolution to appropriate MFT funds for FY-2024 County General Maintenance, \$850,000.**
- 4. Approval of Petition for Bridge Aid from Elkhorn Road District Section 22-02119-00-BR Fremont Road. The total cost is estimated at \$1,164,000, with the County Bridge covering \$23,280 of the total cost.**

**Health Department**

**Probation**

**Sheriff**

**States Attorney**

**Transit**

**Treasurer**

**Zoning**

**Zoning Board of Appeals**

**Affiliate Reports**

**Blackhawk Hills Regional Council – Mrs. Bickelhaupt**

**Business Employment Skills Team/Workforce – Mr. Flikkema**  
**Community Mental Health Board – Mrs. Bickelhaupt**  
**Emergency Telephone System Board – Mr. Rieck**  
**Health Board – Mr. Iske**  
**Hotel/Motel – Ms. Jacobs**  
**Jo/Carroll Enterprise Zone – Mr. Grotto**  
**Jo Daviess Carroll County Joint Action Solid Waste Agency – Mr. Flikkema**  
**LRA – Ms. Jacobs**  
**NWILED**  
**Senior Services Board – Mr. Vandermyde**  
**Tri-County Opportunities Council – Mr. Preston**  
**United County Council of Illinois – Mr. Payette**  
**Veterans Assistance Commission – Ms. Jacobs**  
**Whiteside Carroll Enterprise Zone - Mr. Payette**

#### **Committee Report**

**Ad Hoc Inmate Housing Committee – Mr. Iske**

#### **Old Business**

- 1. Approval of Chapter 95 - Procurement Policy for Carroll County**

#### **New Business**

- 1. Approval of a PURCHASE OF SERVICE CONTRACT--- Contract for Transportation Services Between “Carroll County Senior Services Organization” the Operator and the Grantee “The County of Carroll” Administrator of the 5311 and DOAP Grant Transportation System**
- 2. Approval of Carroll County Transit Title VI Plan**
- 3. Discussion regarding recommended changes to the Employee Personnel Code, Chapter 60**
- 4. Acceptance of Resignation for Carroll County Administrator as of December 22, 2023**
- 5. Discussion and approval to advertise for the position of County Administrator**
- 6. Discussion and possible approval to creating a Transit PCOM position**

#### **Chairman Report**

#### **Appointments**

#### **Executive Session**

#### **Adjournment**

**Next County Board Meeting – December 21, 2023 9:30 a.m.**

**CARROLL COUNTY BOARD MEETING**  
**301 N. MAIN ST., MT. CARROLL, IL IN SMALL COURTROOM**  
**NOVEMBER 16, 2023 At 9:30 A.M.**

The meeting was called to order by Chair Payette at 9:30 a.m.

Pledge of Allegiance.

Roll call shows Mr. Payette, Mr. Preston, Mr. Vandermyde, Mr. Flikkema, Ms. Jacobs, Mrs. Bickelhaupt, Mr. Grotto, Mr. Iske and Mr. Rieck all present.

Public Comments – None

Chair Payette presented the consent agenda:

1. Approval of the November 2nd Meeting Minutes
2. Approval of Bills Paid in Vacation
3. Approval of Committee on Claims

Motion by Mr. Preston, second by Ms. Jacobs to approve the consent agenda. Roll call shows Mr. Vandermyde, Ms. Jacobs, Mr. Iske, Mrs. Bickelhaupt, Mr. Rieck, Mr. Grotto, Mr. Flikkema, Mr. Payette and Mr. Preston all voting aye. Motion carried

Chair Payette wanted to inform the Board and the public that at the November 2, 2023 when John Bickelhaupt, our Representative for the County Health, presented the health insurance budget figures, his wife, County Board Member Julie Bickelhaupt, did not participate in discussion or the voice vote.

**Tabled Items**-None

**Animal Control**-A monthly report was submitted.

Animal Control Officer Lisa Ashby updated the Board on the increased number of dogs collected or surrendered since she took over in July. Many of those dogs have been adopted due largely to Facebook. She also informed the Board of how many followers and interactions she has had on Facebook.

She is looking at other Counties' ordinances to compare to ours. She would like the County Board to consider having a permit to breed dogs in the future. She believes if a permit is needed, and if not obtained, that a fine will help deter irresponsible pet owners from breeding their pets.

She informed the Board that the puppies adopted out had a contract with the new owner stating they are responsible for having them spayed/neutered.

ACO Ashby informed of a program that she would like to possibly do in Carroll County which is Trap, Neuter and Release (TNR) feral cats.

Right now she has 11 volunteers and they will be taking the adoptable dogs to the local Christmas Walks hoping to get them adopted.

**Assessor-** Chief Assessor Annette Gruhn informed the Board that her office has transferred the Quadrennial Reassessments from the CAMA system to the tax systems.

They also have been working on the Ag and Drainage Assessments.

**Circuit Clerk-** Circuit Clerk Patty Hiher informed the Board she is working on another grant. If she receives this grant, she will be able to have 200 boxes scanned.

She spoke with the Auditors in regards to interest on one of her checking accounts that is collecting bond money. The only way to receive interest on the account is to put it into a money market account. Our Auditors did not think that should be done.

Since she will not be present at budget discussion, she informed the Board that a fund would be needed for E-Citations. Since 2015 any money collected has gone into the General fund. The fund can only be used for E-Citations equipment or software.

**County Clerk-** County Clerk Amy Buss informed the Board of the I Voted sticker contest she conducting in her office. She had 43 students participate from the Chadwick-Milledgeville Jr. High Art class. The winner will be chosen by our local Veterans that participate in the Carroll County Honor Rewards program.

She reminded the Board and the public, the dates for filing petitions for the March 19, 2024. The first day to file is November 27, 2023 and the last day is December 4, 2023 by 5 p.m.

**Emergency Management-** Jim Klinefelter updated the Board that the grant they submitted for the generator must be submitted again due to a software update with the State.

**GIS-** No report

**Highway** – A monthly report was submitted.

County Engineer Sara Renkes submitted for Approval a contract with Ryan Rabb to provide snow removal and ice control services for Savanna Army Depot from Illinois 84 to Main Ave, at the cost of \$6,500. He will supply up to 10 tons salt but if he exceeds that, the County would supply the salt to him at no cost. Motion by Ms. Jacobs, second by Mr. Preston to approve the contract. Discussion. County Engineer had questions from the County Board in regards to full payment being made up front, when he would be required to remove snow and how he keeps track of the salt since he receives salt from Jo Daviess County also. Roll call shows Mr. Grotto,

Mrs. Bickelhaupt, Mr. Iske, Mr. Payette, Ms. Jacobs, Mr. Preston, Mr. Flikkema, Mr. Vandermyde and Mr. Reick all voting aye. Motion carried.

She updated the Board on the construction of the salt shed. The concrete has been completed and due to the good weather, the asphalt will be put in soon.

**Health Department** – Chair Payette informed that the Health Department has been reviewing their ordinances and may come to the Board with changes in the future.

**Probation** – No report

**Sheriff & Property**- Sheriff Kloeping presented for Approval to fill vacant corrections position. Motion by Mr. Grotto, second by Mr. Vandermyde to approve. Roll call shows Mrs. Bickelhaupt, Mr. Preston, Mr. Payette, Mr. Grotto, Mr. Rieck, Mr. Iske, Mr. Vandermyde, Mr. Flikkema and Ms. Jacobs all voting aye. Motion carried.

Sheriff Kloeping presented for Approval of courthouse tuck-pointing quote to KT Masonry in the amount of \$18,500 from Fund 84. He asked the Board to make the decision on which fund it will come out of. Motion by Ms. Jacobs, second by Mr. Iske to approve as presented on agenda. Roll call shows Mr. Preston, Mr. Payette, Mr. Iske, Mrs. Bickelhaupt, Mr. Rieck, Mr. Grotto, Mr. Flikkema, Mr. Vandermyde, Mrs. Jacobs all voting aye. Motion carried.

**State's Attorney** -States Attorney presented for Approval of a Resolution designating the State's Attorneys Appellate Prosecutor as an Agent of the County in the amount of \$8,000. States Attorney Kaney explained the need for having this agreement with the State's Attorney Appellate Prosecutor. Motion by Ms. Jacobs, second by Mr. Flikkema to approve. Discussion. Roll call shows Mr. Payette, Mr. Rieck, Ms. Jacobs, Mrs. Bickelhaupt, Mr. Flikkema, Mr. Vandermyde, Mr. Iske, Mr. Preston and Mr. Grotto all voting aye. Motion carried.

County Board member Mr. Grotto asked Mr. Kaney how Bond hearings were going. He reported they have been successful detaining two individuals.

**Treasurer** – County Treasurer Lydia Hutchcraft reported that she has advertised for the open Deputy Clerk position in the local newspapers. The last day she will accept applications is November 30<sup>th</sup>. She will do interviews in December and hopefully have the new employee start the end of December or beginning of January.

**Zoning** – Kolton Dimmick reported that most of the permits being applied for are solar permits. He did receive a zoning complaint which has been an ongoing issue.

**Zoning Board of Appeals** – No report

**Affiliate Reports**

**Blackhawk Hills Regional Council** – No report

**Business Employment Skills Team/Workforce** – No report

**Community Mental Health Board** – No report

**Emergency Telephone System Board** - No report

**Health Board** – No report

**Hotel/Motel** – No report

**Jo/Carroll Enterprise Zone** - No report

**Jo Daviess Carroll County Joint Action Solid Waste Agency** - No report

**LRA**- A monthly report was submitted.

**Senior Services Board** - No report

**Tri-County Opportunities Council** – No report

**United County Council of Illinois** – A monthly report submitted.

**Veterans Assistance Commission** – No report

**Whiteside Carroll Enterprise Zone** – No report

**Ad Hoc Inmate Housing Committee**- Mr. Iske updated the Board that Wold Architects gave a good presentation on November 10<sup>th</sup> on the data that has been collected. They did ask them on other ways the Committee could look at the data and look at other Counties' data. Wold will be meeting with Department Heads some time in December.

Chair Payette moved up from New Business for Approval a Resolution in support of revival of Twin Cities Zephyr-Passenger. Gerald Posraza from Galena, IL gave a presentation on how the Board could help support the revival of Twin Cities Zephyr-Passenger Railway service. Motion by Mr. Preston, second by Mr. Grotto for approval of resolution. Discussion. Roll call show Mr. Preston, Mr. Payette, Mrs. Bickelhaupt, Mr. Flikkema, Mr. Grotto all voting aye. Mr. Iske, Mr. Vandermyde, Ms. Jacobs and Mr. Rieck voting nay. Motion carried.

### **Old Business**

Chair Payette presented that a new Fund 88 E-Citation be established. Motion by Ms. Jacobs, second by Mrs. Bickelhaupt to approve this new fund. Voice Vote. Motion carried.

County Treasurer Hutchcraft presented to raise line item 5153 in Fund 40 to \$2,500. Motion by Ms. Jacobs, second by Mrs. Bickelhaupt to approve. Voice Vote. Motion carried.

County Clerk Buss presented to raise line item 3264 to \$320,000. Motion by Ms. Jacobs, second by Mr. Preston to approve. Voice vote. Motion carried.

Since Fund 62 has been in the negative due to possible revenue and expenses accrual over multiple years Ms. Buss will be working with the Auditors on the upcoming audit.

County Clerk Buss presented two changes in Fund 23. Line item 5186 to be lowered to \$2,000 and 5445 raised to \$10,600. Motion by Mr. Vandermyde, second by Ms. Jacobs to approve. Voice Vote. Motion carried.

County Administrator Doty updated the Board that our fund balance of 41% is a healthy fund balance.

County Chair Payette presented changes to Fund 85. He would like to increase the line item to transfer to the General fund to \$700,000. He would also like to add an expense line item called disbursements in the amount of \$1,140,400. Motion by Mr. Grotto, second Mr. Iske to increase and add line item to Fund 85. Voice vote. Motion carried.

County Administrator Doty explained the Combined Budget and Appropriations Ordinance for the fiscal year commencing December 1, 2023 through November 30, 2024. Chair Payette asked for a motion for approval. Motion by Ms. Jacobs, second by Mrs. Bickelhaupt to approve. Discussion. Roll call shows Mr. Rieck, Mr. Iske, Mr. Vandermyde, Mr. Grotto, Mrs. Bickelhaupt, Mr. Preston, Mr. Payette, Mr. Flikkema and Ms. Jacobs voting aye. Motion carried.

Chair Payette presented for Approval of the Tax Levy Resolution for corporate purposes for the fiscal year commencing December 1, 2023 through November 30, 2024. Motion by Mr. Grotto, second by Mr. Preston to approve. Roll call shows Mr. Flikkema, Mr. Rieck, Mr. Iske, Mr. Payette, Ms. Jacobs, Mr. Preston, Mrs. Bickelhaupt, Mr. Vandermyde and Mr. Grotto all voting aye. Motion carried.

### **New Business**

Chair Payette presented for Approval of a Memorandum of Understanding for the Northwest Illinois Capital Improvement Planning Program with Blackhawk Hills Regional Council. Motion by Ms. Jacobs, second by Mrs. Bickelhaupt to approve. Discussion on the requirements from the County. Roll call shows Mr. Iske, Mr. Preston, Mr. Vandermyde, Mr. Payette, Ms. Jacobs, Mrs. Bickelhaupt, Mr. Flikkema, Mr. Rieck and Mr. Grotto all voting aye. Motion carried.

Chair Payette presented for consideration and possible approval of a Policy for purchasing and procurement. County Treasurer Hutchcraft informed the Board this was a requirement from our Auditors. This is needed to receive any grants. After discussion, it was the consensus to hold this off until the next board meeting to have more time to look over the policy. The State's Attorney will look the policy over before the next Board meeting.

### **Chairman Reports-No report**

**Appointments**-Chair Payette presented for Zoning Board of Appeals the reappointment of Bill Spathies thru November 2028 and the reappointment of Kevin Reibel as alternate thru November 2028. Motion by Ms. Jacobs, second by Mr. Vandermyde to approve. Voice vote. Motion carried.

### **Executive Session-None**

Motion by Mr. Vandermyde, second by Mr. Preston to adjourn at 11:09 a.m. Voice Vote.  
Motion carried.

Submitted by Amy R. Buss, Couty Clerk and Recorder

**Selection Criteria:**

Vendor =

Bank =

# Bills Paid in Vacation

Batch = LYDIA CC

Due Date =

Invoice Date =

## Open Invoices by Fund/Department (APLT22)

**Carroll County**

Vendor	Invoice	Inv Date	Account	Account Description	Invoice Amt
<b>Fund:</b> 011	<b>GENERAL FUND</b>				
<b>Dept:</b> 12	<b>COUNTY TREASURER</b>				
1464	CARDMEMBER SERVICES HUTCHCRAFT NOV2023	11/16/2023	01112005323 LYDIA HUTCHCRAFT	PRINTING & SUPPLIES	\$928.00
<b>Subtotal for Department: 12 :</b>					<b>\$928.00</b>
<b>Total for Fund: 011 :</b>					<b>\$928.00</b>

**Selection Criteria:** Vendor =  
Bank =

Batch = 911  
Due Date = 11/29/2023  
Invoice Date =

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

Vendor	Invoice	Inv Date	Account	Account Description	Invoice Amt
	Invoice Description				
<b>Fund: 041</b>	<b>COUNTY 911 ETSB FUND</b>				
<b>Dept: 00</b>	<b>NonDepartmental</b>				
640705 BRIGHTSPEED			04100005373	NETWORKING & TELEPHONE	\$137.10
	<b>304040318_12.18.23</b>	11/29/2023	ETSB		
41040 DECKER SUPPLY CO INC			04100005191	CONTRACTUAL SERVICES	\$2,556.02
	<b>926071</b>	11/29/2023	ETSB		
41044 QUILL CORPORATION			04100005144	CAPITAL PROJECTS	\$16.06
	<b>35160178</b>	11/29/2023	911		
41030 STERLING BUSINESS MACHINES			04100005144	CAPITAL PROJECTS	\$550.39
	<b>INV592803</b>	11/29/2023	911		
640755 TALKPOINT TECHNOLOGIES, INC			04100005192	EQUIPMENT & REPAIRS	\$69.20
	<b>0017720</b>	11/29/2023	911		
<b>Subtotal for Department: 00 :</b>					<b>\$3,328.77</b>
<b>Total for Fund: 041 :</b>					<b>\$3,328.77</b>

**Selection Criteria:** Vendor =  
Bank =

Batch = CIRCLERK ADMIN  
Due Date = 11/29/2023  
Invoice Date =

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> <i>Invoice Description</i>	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund:</b> 057	<b>CIR CLERK OPERATION &amp; ADM FUND</b>				
<b>Dept:</b> 00	<b>NonDepartmental</b>				
640316 KALEEL'S CLOTHING & PRINTING	17133	11/29/2023	05700005323 CIRCUIT CLERK	PRINTING, SUPPLIES & POSTAG	\$395.00
<b>Subtotal for Department: 00 :</b>					<b>\$395.00</b>
<b>Total for Fund: 057 :</b>					<b>\$395.00</b>

**Selection Criteria:** Vendor =  
Bank =

Batch = COMFT  
Due Date = 11/29/2023  
Invoice Date =

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

Vendor	Invoice	Inv Date	Account Description	Account	Account Description	Invoice Amt
<b>Fund:</b> 016	<b>COUNTY MOTOR FUEL TA</b>					
<b>Dept:</b> 00	<b>NonDepartmental</b>					
640806	MIDWEST PATCH		01600005117		MAINTENANCE	\$884.50
	<b>CLAIM 2620-M</b>	11/29/2023	PATCH MIX			
4791	WENDLING QUARRIES, INC.		01600005117		MAINTENANCE	\$93.56
	<b>CLAIM 2621-M</b>	11/29/2023	CA-10, EROSION STONE			
<b>Subtotal for Department: 00 :</b>						<b>\$978.06</b>
<b>Total for Fund: 016 :</b>						<b>\$978.06</b>

**Selection Criteria:** Vendor =  
Bank =

Batch = HEALTH DEPT  
Due Date = 11/29/2023  
Invoice Date =

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

Vendor	Invoice	Inv Date	Account	Account Description	Invoice Amt
<b>Fund: 054</b>	<b>COUNTY HEALTH FUND</b>				
<b>Dept: 00</b>	<b>NonDepartmental</b>				
54039 DOUGLAS LIEB			05400005012	TRAVEL	\$76.44
	<b>REIMBURSE_NOV2023</b>	11/29/2023	HEALTH DEPT / MILEAGE		
54117 JO CARROLL ENERGY			05400005085	TELEPHONE	\$76.11
	<b>10002007_11.24.23</b>	11/29/2023	HEALTH DEPT		
2614 LEAF			05400005344	CONTRACTUAL	\$69.41
	<b>15573568</b>	11/29/2023	HEALTH DEPT		
640546 MCKESSON MEDICAL-SURGICAL			05400005396	MEDICAL SUPPLIES & COMMODI	\$240.74
	<b>21333427</b>	11/29/2023	HEALTH DEPT		
640148 MITCHELL & MCCORMICK INC			05400005344	CONTRACTUAL	\$385.00
	<b>UPPCT0000004443</b>	11/29/2023	HEALTH DEPT		
640615 REX A. KREUDER			05400005012	TRAVEL	\$180.13
	<b>REIMBURSE NOV2023</b>	11/29/2023	HEALTH DEPT / MILEAGE		
54050 STERLING BUSINESS MACHINES			05400005323	PRINTING, SUPPLIES & POSTAG	\$303.86
	<b>INV596520</b>	11/29/2023	HEALTH DEPT		
<b>Subtotal for Department: 00 :</b>					<b>\$1,331.69</b>
<b>Total for Fund: 054 :</b>					<b>\$1,331.69</b>

**Selection Criteria:** Vendor =  
Bank =

Batch = TWP MFT  
Due Date = 11/29/2023  
Invoice Date =

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

Vendor	Invoice	Inv Date	Account	Account Description	Invoice Amt
	Invoice Description				
<b>Fund: 015</b>	<b>TOWNSHIP MOTOR FUEL T</b>				
<b>Dept: 00</b>	<b>NonDepartmental</b>				
675	CARGILL, INCORPORATED CLAIM 7815-MT	11/29/2023	01500005120 HWY SALT	MAINT/CONSTRUCTION - ROADS	\$2,465.13
3806	SAVANNA QUARRY 7816-MT	11/29/2023	01500005120 ICE CONTROL CHIPS, CA-10	MAINT/CONSTRUCTION - ROADS	\$4,690.70
<b>Subtotal for Department: 00 :</b>					<b>\$7,155.83</b>
<b>Total for Fund: 015 :</b>					<b>\$7,155.83</b>

**Selection Criteria:** Vendor =  
Bank =

Batch = INVEST  
Due Date = 11/29/2023  
Invoice Date =

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

Vendor	Account	Account Description	Invoice Amt
Invoice	Inv Date	Invoice Description	
<b>Fund: 011 GENERAL FUND</b>			
<b>Dept: 01 COURTHOUSE UPKEEP</b>			
1464 CARDMEMBER SERVICES KLOEPPING_11.29.23	11/29/2023	01101005436 RYAN KLOEPPING	COURTHOUSE IMPROVMT-TUCK \$1,143.37
1464 CARDMEMBER SERVICES KLOEPPING_11.29.23	11/29/2023	01101005436 RYAN KLOEPPING	COURTHOUSE IMPROVMT-TUCK \$264.99
1464 CARDMEMBER SERVICES KLOEPPING_11.29.23	11/29/2023	01101005436 RYAN KLOEPPING	COURTHOUSE IMPROVMT-TUCK \$230.02
1329 DELL MARKETING L.P. 10710996077	11/29/2023	01101005436 SHERIFF	COURTHOUSE IMPROVMT-TUCK \$3,972.37
1966 HARTZ LOCK CO. HL3236	11/29/2023	01101005436 SHERIFF	COURTHOUSE IMPROVMT-TUCK \$6,563.56
3040 KONE, INC. N169193	11/29/2023	01101005003 SHERIFF	REPAIRS & MAINTENANCE \$2,183.28
3413 PLUNKETT'S PEST CONTROL INC. 8273775	11/29/2023	01101005003 SHERIFF	REPAIRS & MAINTENANCE \$114.34
640762 REPUBLIC SERVICES 0721-007773811	11/29/2023	01101005003 SHERIFF	REPAIRS & MAINTENANCE \$190.25
640243 RIVER CITIES HEATING, A/C & REFRIGERATIO 309707	11/29/2023	01101005003 HWY DEPT	REPAIRS & MAINTENANCE \$285.00
640697 SYNDEO NETWORKS, INC. SN021961	11/29/2023	01101005005 SHERIFF	UTILITIES--TELEPHONE \$342.48
640697 SYNDEO NETWORKS, INC. SN021826	11/29/2023	01101005005 SHERIFF	UTILITIES--TELEPHONE \$342.48

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
640697	SYNDEO NETWORKS, INC. <b>SN021571</b>	11/29/2023	01101005005 SHERIFF	UTILITIES--TELEPHONE	\$187.48
1680	THE OFFICE OF THE STATE FIRE MARSHAL <b>5125139749</b>	11/29/2023	01101005003 SHERIFF	REPAIRS & MAINTENANCE	\$225.00
				<b>Subtotal for Department: 01 :</b>	<b>\$16,044.62</b>
				<b>Total for Fund: 011 :</b>	<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 02 SUPPLIES AND RENTALS</b>					
640044 CGH MEDICAL CENTER			01102005323	PRINTING, SUPPLIES & POSTAG	\$68.00
	TYLER TODD_11.6.23	11/29/2023	TYLER TODD		
<b>Subtotal for Department: 02 :</b>					<b>\$68.00</b>
<b>Total for Fund: 011 :</b>					<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 03 OFFICE EQUIPMENT MAINTENANC</b>					
4192	STERLING BUSINESS EQUIP. CENT. INV597102	11/29/2023	01103005025 CIRCUIT CLERK	OFFICE EQUIPMENT MAINTENAN	\$166.21
<b>Subtotal for Department: 03 :</b>					<b>\$166.21</b>
<b>Total for Fund: 011 :</b>					<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 07 ELECTIONS</b>					
640393 LIBERTY SYSTEMS, LLC	6101		01107005022	HELP AMERICA VOTE ACT	\$3,900.00
		11/29/2023	CO CLERK / ELECTION MATERIALS		
640393 LIBERTY SYSTEMS, LLC	6101		01107005323	PRINTING, SUPPLIES & POSTAG	\$3,876.00
		11/29/2023	CO CLERK / ELECTION MATERIALS		
<b>Subtotal for Department: 07 :</b>					<b>\$7,776.00</b>
<b>Total for Fund: 011 :</b>					<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011</b>	<b>GENERAL FUND</b>				
<b>Dept: 12</b>	<b>COUNTY TREASURER</b>				
3800 SAVANNA TIMES JOURNAL	TREAS_10.31.23	11/29/2023	01112005323 TREASURER	PRINTING & SUPPLIES	\$314.50
				<b>Subtotal for Department: 12 :</b>	<b>\$314.50</b>
				<b>Total for Fund: 011 :</b>	<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 18 CORONER</b>					
3364	MARK PETERS, M.D.		01118006038	AUTOPSIES	\$650.00
	<b>10.31.23</b>	11/29/2023	CORONER		
640208	NMS LABS		01118006038	AUTOPSIES	\$149.00
	<b>1223523</b>	11/29/2023	CORONER		
<b>Subtotal for Department: 18 :</b>					<b>\$799.00</b>
<b>Total for Fund: 011 :</b>					<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund:</b> 011	<b>GENERAL FUND</b>				
<b>Dept:</b> 19	<b>DOG CATCHER</b>				
2040	CARROLL COUNTY HIGHWAY DEPT. 11.29.23	11/29/2023	01119006039 ACO / NEW BATTERY & GAS	AUTO TELEPHONE & SUPPLIES	\$294.13
2040	CARROLL COUNTY HIGHWAY DEPT. 11.29.23	11/29/2023	01119007055 CELL PHONE	CELL PHONE	\$21.90
2374	JOHNSON PLUMBING AND HEATING 11.29.23	11/29/2023	01119006039 POUND DRAIN TREATMENT	AUTO TELEPHONE & SUPPLIES	\$61.08
<b>Subtotal for Department: 19 :</b>					<b>\$377.11</b>
<b>Total for Fund: 011 :</b>					<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Account</i>	<i>Account Description</i>	<i>Invoice Amt</i>
<i>Invoice</i>	<i>Inv Date</i>	<i>Invoice Description</i>	
<b>Fund: 011 GENERAL FUND</b>			
<b>Dept: 20 COUNTY SHERRIFF</b>			
171 ATLAS CORP & NOTARY SUPPLY 455422	11/29/2023	01120005323 SHERIFF	OFFICE SUPPLIES \$25.90
1464 CARDMEMBER SERVICES KLOEPPING_11.29.23	11/29/2023	01120005012 RYAN KLOEPPING	TRAVEL \$100.10
1329 DELL MARKETING L.P. 10707806982	11/29/2023	01120005323 SHERIFF	OFFICE SUPPLIES \$294.50
640804 IL ASSN OF CHIEFS OF POLICE 13691	11/29/2023	01120006048 SHERIFF	TRAINING FEES \$150.00
2614 LEAF 156333264	11/29/2023	01120005323 SHERIFF	OFFICE SUPPLIES \$206.49
640174 LEXISNEXIS RISK SOLUTIONS 1344224-20231031	11/29/2023	01120005323 SHERIFF	OFFICE SUPPLIES \$200.00
3050 MORRISON COMMUNITY HOSPITAL DIST FIFE_05.22.23	11/29/2023	01120006085 SHERIFF	PRISONER MEDICAL \$694.02
3540 QUILL CORPORATION 35579702	11/29/2023	01120005323 SHERIFF	OFFICE SUPPLIES \$62.36
640778 VERTEX AMMUNITION AND SUPPLY LLC INV001112	11/29/2023	01120006037 SHERIFF	WEAPONS & AMMO \$828.00
<b>Subtotal for Department: 20 :</b>			<b>\$2,561.37</b>
<b>Total for Fund: 011 :</b>			<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Account</i>	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Invoice</b>	<b>Inv Date</b>	<b>Invoice Description</b>	
<b>Fund: 011 GENERAL FUND</b>			
<b>Dept: 22 EMERGENCY SERVICES</b>			
640659 AT&T MOBILITY		01122007055	CELL PHONE \$72.48
287314771337X11032023	11/29/2023	EMA	
640805 DISASTER GROUP		01122007055	CELL PHONE \$635.99
2023-024	11/29/2023	EMA	
640805 DISASTER GROUP		01122005012	TRAVEL \$1,864.01
2023-024	11/29/2023	EMA	
640799 HEAD2TOE CUSTOM APPAREL & DESIGN		01122007052	MISC MEETING EXPENSE \$400.00
4122	11/29/2023	EMA	
640799 HEAD2TOE CUSTOM APPAREL & DESIGN		01122005010	DUES \$100.00
4122	11/29/2023	EMA	
640502 JAMES KLINEFELTER		01122005323	PRINTING & SUPPLIES \$345.19
REIMBURSE_11.29.23	11/29/2023	EMA / PRINTER INK	
640607 QUENTECH INC		01122007051	NEW EQUIPMENT & MAINTENAN \$700.00
21444	11/29/2023	EMA	
640607 QUENTECH INC		01122007051	NEW EQUIPMENT & MAINTENAN \$130.00
21445	11/29/2023	EMA	
1884 VERIZON WIRELESS		01122007055	CELL PHONE \$598.73
3153776	11/29/2023	EMA	
4720 WAGNER'S		01122005198	PT & TRAINING \$2,000.00
0234703-001	11/29/2023	EMA	
4720 WAGNER'S		01122005314	PART-TIME WAGES \$1,600.00
0234703-001	11/29/2023	EMA	

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
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**Subtotal for Department: 22 : \$8,446.40**

**Total for Fund: 011 : \$39,752.58**

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 24 PUBLIC DEFENDER</b>					
640170 DAVID WEISSMILLER	2019JA6_11.17.23	11/29/2023	01124007104 ATTY FEES	DEFENDING ATTORNEY-SALARY	\$37.50
4326 THOMSON REUTERS-WEST	849196289	11/29/2023	01124007116 JUDGE	LEGAL SEARCH SUBSCRIPTION	\$100.00
<b>Subtotal for Department: 24 :</b>					<b>\$137.50</b>
<b>Total for Fund: 011 :</b>					<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011</b>	<b>GENERAL FUND</b>				
<b>Dept: 26</b>	<b>STATES ATTORNEY</b>				
1464	CARDMEMBER SERVICES KANEY_11.29.23	11/29/2023	01126005010 AARON KANEY	DUES	\$385.00
1464	CARDMEMBER SERVICES KANEY_11.29.23	11/29/2023	01126005010 AARON KANEY	DUES	\$105.00
1464	CARDMEMBER SERVICES KANEY_11.29.23	11/29/2023	01126005012 AARON KANEY	TRAVEL	\$120.91
1464	CARDMEMBER SERVICES KANEY_11.29.23	11/29/2023	01126005323 AARON KANEY	PRINTING & SUPPLIES	\$100.00
940	CLINTON COUNTY SHERIFF'S OFF. IN2303541	11/29/2023	01126005341 ST ATTY	OTHER EXPENDITURES	\$30.13
640702	SCANSTAT TECHNOLOGIES 029E8D63210B4571A556	11/29/2023	01126007068 STATES ATTY	INVESTIGATION EXPENSE	\$73.95
4192	STERLING BUSINESS EQUIP. CENT. INV596301	11/29/2023	01126005323 STATES ATTY	PRINTING & SUPPLIES	\$333.53
<b>Subtotal for Department: 26 :</b>					<b>\$1,148.52</b>
<b>Total for Fund: 011 :</b>					<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 27 CIRCUIT CLERK</b>					
4192	STERLING BUSINESS EQUIP. CENT. INV597060	11/29/2023	01127005323 CIRCUIT CLERK	PRINTING & SUPPLIES	\$349.00
<b>Subtotal for Department: 27 :</b>					<b>\$349.00</b>
<b>Total for Fund: 011 :</b>					<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> <i>Invoice Description</i>	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011</b>	<b>GENERAL FUND</b>				
<b>Dept: 28</b>	<b>COURT EXPENSES - JUDGES</b>				
2529	LANGUAGE LINE 11133561	11/29/2023	01128005341 JUDGE	OTHER EXPENDITURES	\$13.43
3540	QUILL CORPORATION 35553177	11/29/2023	01128005323 JUDGE	PRINTING & SUPPLIES-BOOKS/P	\$155.41
4326	THOMSON REUTERS-WEST 849196289	11/29/2023	01128005323 JUDGE	PRINTING & SUPPLIES-BOOKS/P	\$245.43
<b>Subtotal for Department: 28 :</b>					<b>\$414.27</b>
<b>Total for Fund: 011 :</b>					<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 29 COUNTY EDUCATION SVCS REGIO</b>					
690	REGIONAL OFFICE OF EDUCATION GF_OCTOBER 2023	11/29/2023	01129007102 GENERAL FUND OCTOBER 2023	SHARED COSTS - JO DAVIES & S	\$1,150.08
<b>Subtotal for Department: 29 :</b>					<b>\$1,150.08</b>
<b>Total for Fund: 011 :</b>					<b>\$39,752.58</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund:</b> 013	<b>BRIDGE AID FUND</b>				
<b>Dept:</b> 00	<b>NonDepartmental</b>				
2040	CARROLL COUNTY HIGHWAY DEPT. <b>CLAIM 2192</b>	11/29/2023	01300005112 ELM RD BRIDGE REPAIR	REIMBURSEMENTS	\$223.34
2040	CARROLL COUNTY HIGHWAY DEPT. <b>CLAIM 2192</b>	11/29/2023	01300005114 ELM RD BRIDGE REPAIR	AID TO TWPS IN BLDING BRIDGE	\$223.35
1521	ERICKSON PAVING, INC. <b>CLAIM 2193</b>	11/29/2023	01300008552 OIL VALLEY SCHOOL RD CULVERTS	CAPITAL OUTLAY	\$800.00
<b>Subtotal for Department: 00 :</b>					<b>\$1,246.69</b>
<b>Total for Fund: 013 :</b>					<b>\$1,246.69</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Account</i>	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Invoice</b>	<b>Inv Date</b>	<b>Invoice Description</b>	
<b>Fund: 014 COUNTY HIGHWAY FUND</b>			
<b>Dept: 00 NonDepartmental</b>			
1320 DECKER SUPPLY COMPANY <b>CLAIM 4344-C</b>	11/29/2023	01400005104 HWY SIGNS/POSTS & FREIGHT	MATERIALS, STORES & SUPPLIE \$347.06
1320 DECKER SUPPLY COMPANY <b>CLAIM 4344-C</b>	11/29/2023	01400005112 MT.C TWP HWY SIGNS & FREIGHT	REIMBURSEMENTS \$441.12
640534 HELM TRUCK AND EQUIPMENT <b>CLAIM 4344-C</b>	11/29/2023	01400005104 BATTERY STARTER PACK	MATERIALS, STORES & SUPPLIE \$199.99
2491 KUNES' COUNTRY AUTO GROUP INC <b>CLAIM 4344-C</b>	11/29/2023	01400005103 HWY DEPT	HIGHWAY EQUIPMENT MAINTEN \$6,174.93
3220 NORTHERN ILLINOIS DIESEL <b>CLAIM 4344-C</b>	11/29/2023	01400005103 HWY DEPT	HIGHWAY EQUIPMENT MAINTEN \$2,019.19
3220 NORTHERN ILLINOIS DIESEL <b>CLAIM 4344-C</b>	11/29/2023	01400005104 HWY DEPT	MATERIALS, STORES & SUPPLIE \$32.28
4577 U.S. CELLULAR <b>CLAIM 4344-C</b>	11/29/2023	01400005109 CO ENG CELLPHONE	ADMINISTRATIVE \$168.69
4577 U.S. CELLULAR <b>CLAIM 4344-C</b>	11/29/2023	01400005112 ACO CELLPHONE	REIMBURSEMENTS \$21.90
<b>Subtotal for Department: 00 :</b>			<b>\$9,405.16</b>
<b>Total for Fund: 014 :</b>			<b>\$9,405.16</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 018 COUNTY MATCHING FUND</b> <b>Dept: 00 NonDepartmental</b>					
640251 CHASTAIN & ASSOCIATES LLC	MAT 495	11/29/2023	01800005118 INVOICE #26	PROJECTS TO BE IDENTIFIED	\$34,297.43
<b>Subtotal for Department: 00 :</b>					<b>\$34,297.43</b>
<b>Total for Fund: 018 :</b>					<b>\$34,297.43</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund:</b> 019	<b>FICA OR SOCIAL SECURIT</b>				
<b>Dept:</b> 00	<b>NonDepartmental</b>				
690	REGIONAL OFFICE OF EDUCATION <b>SSLEVY OCT2023</b>	11/29/2023	01900005131 SOCIAL SECURITY LEVY OCT 2023	SUPERINTENDENT SHARE TRUS	\$72.01
<b>Subtotal for Department: 00 :</b>					<b>\$72.01</b>
<b>Total for Fund: 019 :</b>					<b>\$72.01</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund:</b> 020	IMRF FUND				
<b>Dept:</b> 00	NonDepartmental				
690	REGIONAL OFFICE OF EDUCATION IMRF OCTOBER 2023	11/29/2023	02000005129 IMRF LEVY OCT 2023	SUPERINTENDENT SHARE TRUS	\$73.43
				<b>Subtotal for Department: 00 :</b>	<b>\$73.43</b>
				<b>Total for Fund: 020 :</b>	<b>\$73.43</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 023 COUNTY RECORDER FEES</b>					
<b>Dept: 00 NonDepartmental</b>					
1660	FIDLAR TECHNOLOGIES 0896987-IN	11/29/2023	02300005186 CO CLERK / CONDOR	BOOK REPAIR	\$4,725.00
<b>Subtotal for Department: 00 :</b>					<b>\$4,725.00</b>
<b>Total for Fund: 023 :</b>					<b>\$4,725.00</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

Vendor	Account	Account Description	Invoice Amt
Invoice	Inv Date	Invoice Description	
<b>Fund: 026</b>	<b>COMMUNITY MENTAL HEA</b>		
<b>Dept: 00</b>	<b>NonDepartmental</b>		
2601 LEE/CARROLL CASA		02600005345	CASA
11.22.23	11/29/2023	708 BOARD	\$14,071.53
2601 LEE/CARROLL CASA		02600005345	CASA
NOVEMBER 2023	11/29/2023	708 BOARD	\$976.56
2690 LUTHERAN SOCIAL SERVICES		02600005346	LUTHERAN SOCIAL SERVICES
11.20.23	11/29/2023	708 BOARD	\$561.00
2690 LUTHERAN SOCIAL SERVICES		02600005346	LUTHERAN SOCIAL SERVICES
11.22.23	11/29/2023	708 BOARD	\$8,084.09
640283 RIVERVIEW CENTER		02600005348	RIVERVIEW
11.22.23	11/29/2023	708 BOARD	\$21,054.53
640283 RIVERVIEW CENTER		02600005348	RIVERVIEW
11.20.23	11/29/2023	708 BOARD	\$1,461.38
3760 ROLLING HILLS PROGRESS CENTER		02600005389	GRANTS-ROLLING HILLS CENTE
11.20.23	11/29/2023	708 BOARD	\$4,820.49
3760 ROLLING HILLS PROGRESS CENTER		02600005389	GRANTS-ROLLING HILLS CENTE
11.22.23	11/29/2023	708 BOARD	\$69,460.04
4000 SINNISSIPPI CENTERS, INC.		02600005336	GRANTS-SINNISSIPPI MENTAL H
11.22.23	11/29/2023	708 BOARD	\$78,230.40
4000 SINNISSIPPI CENTERS, INC.		02600005336	GRANTS-SINNISSIPPI MENTAL H
11.20.23	11/29/2023	708 BOARD	\$5,429.98
4487 TYLER'S JUSTICE CENTER FOR CHILDRE		02600005134	TYLERS JUSTICE CTR FOR CHID
11.20.23	11/29/2023	708 BOARD	\$519.45
4487 TYLER'S JUSTICE CENTER FOR CHILDRE		02600005134	TYLERS JUSTICE CTR FOR CHID
11.22.23	11/29/2023	708 BOARD	\$5,053.04

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
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**Subtotal for Department: 00 :** **\$209,722.49**

**Total for Fund: 026 :** **\$209,722.49**

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund:</b> 027	ANIMAL CONTROL				
<b>Dept:</b> 00	NonDepartmental				
3078	MT.CARROLL HOME CENTER 11.29.23	11/29/2023	02700005358 NEUTERED COVERDILL DOG	ANIMAL CONTROL--EUTH & VET	\$184.27
<b>Subtotal for Department: 00 :</b>					<b>\$184.27</b>
<b>Total for Fund: 027 :</b>					<b>\$184.27</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 032 PROBATION SERVICE FEE</b>					
<b>Dept: 00 NonDepartmental</b>					
3598	REDWOOD TOXICOLOGY LAB 002868202310	11/29/2023	03200007069 PROBATION	DRUG TESTING	\$31.87
<b>Subtotal for Department: 00 :</b>					<b>\$31.87</b>
<b>Total for Fund: 032 :</b>					<b>\$31.87</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund:</b> 037	<b>PUBLIC SAFETY</b>				
<b>Dept:</b> 00	<b>NonDepartmental</b>				
1464	CARDMEMBER SERVICES KLOEPPING_11.29.23	11/29/2023	03700005303 RYAN KLOEPPING	PUBLIC SAFETY--SQUAD CAR	\$557.93
				<b>Subtotal for Department: 00 :</b>	<b>\$557.93</b>
				<b>Total for Fund: 037 :</b>	<b>\$557.93</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 039 CO TREAS TAX SALE AUT</b> <b>Dept: 00 NonDepartmental</b>					
620002 JOSEPH E. MEYERS AND ASSOC.	230033	11/29/2023	03900005200 TREASURER - TAX SALE	AUTOMATION EQUIPMENT	\$1,458.00
				<b>Subtotal for Department: 00 :</b>	<b>\$1,458.00</b>
				<b>Total for Fund: 039 :</b>	<b>\$1,458.00</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund:</b> 055	<b>GRANTS</b>				
<b>Dept:</b> 00	<b>NonDepartmental</b>				
640748 OCV,LLC	F10-4698	11/29/2023	05500005149 CIR CLERK	GRANT MONEY EXPENSES	\$5,995.00
				<b>Subtotal for Department: 00 :</b>	<b>\$5,995.00</b>
				<b>Total for Fund: 055 :</b>	<b>\$5,995.00</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 084 CORONA VIRUS RELIEF FU</b> <b>Dept: 00 NonDepartmental</b>					
640240 PORTER BROTHERS	3721	11/29/2023	08400009208 SALT SHED	BUILDING IMPROVEMENTS - EXP	\$61,103.41
640800 WOLD ARCHITECTS AND ENGINEERS	88804	11/29/2023	08400005563 SHERIFF	JAIL IMPROVEMENTS	\$11,520.00
640800 WOLD ARCHITECTS AND ENGINEERS	89958	11/29/2023	08400005563 SHERIFF	JAIL IMPROVEMENTS	\$11,520.00
<b>Subtotal for Department: 00 :</b>					<b>\$84,143.41</b>
<b>Total for Fund: 084 :</b>					<b>\$84,143.41</b>

**Selection Criteria:** Vendor =  
Bank =

# Committee on Claims

Batch =  
Due Date = 12/7/2023  
Invoice Date =

## Open Invoices by Fund/Department (APLT22)

**Carroll County**

Vendor	Invoice	Inv Date	Account	Account Description	Invoice Amt
<b>Fund: 011</b>	<b>GENERAL FUND</b>				
<b>Dept: 01</b>	<b>COURTHOUSE UPKEEP</b>				
640705 BRIGHTSPEED	304023801_12.22.23	12/7/2023	01101005005	COURTHOUSE	UTILITIES--TELEPHONE \$2,053.27
900 CITY OF MT. CARROLL	12.15.22	12/7/2023	01101005004	COURTHOUSE - 1003301, 10034001	UTILITIES--ELECTRICITY & WATE \$356.55
2365 JO-CARROLL ENERGY	10002004_12.15.23	12/7/2023	01101005004	COURTHOUSE	UTILITIES--ELECTRICITY & WATE \$1,685.34
2365 JO-CARROLL ENERGY	10002005_12.15.23	12/7/2023	01101005004	SHERIFFS RADIO	UTILITIES--ELECTRICITY & WATE \$65.27
1800 NICOR GAS	86673320007_1.12.24	12/7/2023	01101005006	COURTHOUSE	UTILITIES--GAS \$611.77
<b>Subtotal for Department: 01 :</b>					<b>\$4,772.20</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 02 SUPPLIES AND RENTALS</b>					
640044 CGH MEDICAL CENTER	11.9.23	12/7/2023	01102005323 GWYNDOLYN BEMIS	PRINTING, SUPPLIES & POSTAG	\$68.00
640684 STOREY-KENWORTHY	PINV1134954	12/7/2023	01102005323 CHECK PAPER	PRINTING, SUPPLIES & POSTAG	\$94.34
<b>Subtotal for Department: 02 :</b>					<b>\$162.34</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 03 OFFICE EQUIPMENT MAINTENANC</b>					
640560 DE LAGE LANDEN FINANCIAL SERVICES	81471165	12/7/2023	01103005025 CO CLERK	OFFICE EQUIPMENT MAINTENAN	\$402.47
<b>Subtotal for Department: 03 :</b>					<b>\$402.47</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 07 ELECTIONS</b>					
640393 LIBERTY SYSTEMS, LLC	6145	12/7/2023	01107005182 CO CLERK / VOTING SYSTEM LEASE	SOFTWARE LEASE	\$17,761.00
<b>Subtotal for Department: 07 :</b>					<b>\$17,761.00</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011</b>	<b>GENERAL FUND</b>				
<b>Dept: 12</b>	<b>COUNTY TREASURER</b>				
2159	ILLINOIS COUNTY TREASURER'S ASSN 2024 DUES	12/7/2023	01112005010 TREASURER	DUES	\$150.00
				<b>Subtotal for Department: 12 :</b>	<b>\$150.00</b>
				<b>Total for Fund: 011 :</b>	<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011</b>	<b>GENERAL FUND</b>				
<b>Dept: 13</b>	<b>COUNTY CLERK AND RECORDER</b>				
640560 DE LAGE LANDEN FINANCIAL SERVICES	81471165	12/7/2023	01113005323 CO CLERK	PRINTING & SUPPLIES	\$20.13
640196 ZONE IV CLERKS AND RECORDRES ASSOC	2024 DUES	12/7/2023	01113005323 CO CLERK	PRINTING & SUPPLIES	\$50.00
<b>Subtotal for Department: 13 :</b>					<b>\$70.13</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b> <b>Dept: 19 DOG CATCHER</b>					
2365	JO-CARROLL ENERGY 10002001_12.15.23	12/7/2023	01119006039 ANIMAL CONTROL	AUTO TELEPHONE & SUPPLIES	\$87.27
<b>Subtotal for Department: 19 :</b>					<b>\$87.27</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011</b>	<b>GENERAL FUND</b>				
<b>Dept: 20</b>	<b>COUNTY SHERRIFF</b>				
4510 UNIFORM DEN, INC.	114317-01	12/7/2023	01120006046 SHERIFF	UNIFORMS	\$126.58
4510 UNIFORM DEN, INC.	114317-02	12/7/2023	01120006046 SHERIFF	UNIFORMS	\$17.95
4510 UNIFORM DEN, INC.	114536	12/7/2023	01120006046 SHERIFF	UNIFORMS	\$53.40
<b>Subtotal for Department: 20 :</b>					<b>\$197.93</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b> <b>Dept: 24 PUBLIC DEFENDER</b>					
4326 THOMSON REUTERS-WEST	849344504	12/7/2023	01124007116 JUDGE	LEGAL SEARCH SUBSCRIPTION	\$100.00
				<b>Subtotal for Department: 24 :</b>	<b>\$100.00</b>
				<b>Total for Fund: 011 :</b>	<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 26 STATES ATTORNEY</b>					
4150	STATE'S ATTORNEYS APPELLATE 12.1.23-11.30.24	12/7/2023	01126007064 STATES ATTY	APPELLATE PROSECUTOR	\$8,000.00
4510	UNIFORM DEN, INC. INV597482	12/7/2023	01126005323 STATES ATTY	PRINTING & SUPPLIES	\$83.16
<b>Subtotal for Department: 26 :</b>					<b>\$8,083.16</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 28 COURT EXPENSES - JUDGES</b>					
869	OFFICE OF THE CHIEF JUDGE 12.1.23	12/7/2023	01128007105 JUDGE	CHIEF JUDGE FUND	\$900.00
4326	THOMSON REUTERS-WEST 849344504	12/7/2023	01128005323 JUDGE	PRINTING & SUPPLIES-BOOKS/P	\$245.43
<b>Subtotal for Department: 28 :</b>					<b>\$1,145.43</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011</b>	<b>GENERAL FUND</b>				
<b>Dept: 29</b>	<b>COUNTY EDUCATION SVCS REGIO</b>				
690	REGIONAL OFFICE OF EDUCATION <b>NOV 2023 GEN FUND</b>	12/7/2023	01129007102 GENERAL FUND	SHARED COSTS - JO DAVIES & S	\$3,852.60
691	REGIONAL OFFICE OF EDUCATION # 8 <b>AUG-NOV 2023</b>	12/7/2023	01129007103 OFFICE RENT	SHARED RENT - JO DAVIES & ST	\$947.59
<b>Subtotal for Department: 29 :</b>					<b>\$4,800.19</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011</b>	<b>GENERAL FUND</b>				
<b>Dept: 32</b>	<b>MISCELLANEOUS</b>				
640341 BLACKHAWK HILLS REGIONAL COUNCIL			01132008205	R C & D GRANT	\$3,925.50
	<b>2024 CONTRIBUTION</b>	12/7/2023	CARROLL COUNTY		
640341 BLACKHAWK HILLS REGIONAL COUNCIL			01132008204	R C & D DUES	\$500.00
	<b>2024 CONTRIBUTION</b>	12/7/2023	CARROLL COUNTY		
640807 NORTHWEST ILLINOIS ECONOMIC DEVELOPMENT			01132005032	NWILED MEMBERSHIP	\$1,000.00
	<b>429</b>	12/7/2023	2024 MEMBERSHIP		
<b>Subtotal for Department: 32 :</b>					<b>\$5,425.50</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011 GENERAL FUND</b>					
<b>Dept: 35 HIGHWAY OFFICE UPKEEP</b>					
900	CITY OF MT. CARROLL 10759001_12.15.22	12/7/2023	01135005004 HWY DEPT	UTILITIES--ELECTRICITYWATER	\$94.56
2365	JO-CARROLL ENERGY 10002002_12.15.23	12/7/2023	01135005004 HWY DEPT OFFICE	UTILITIES--ELECTRICITYWATER	\$157.48
<b>Subtotal for Department: 35 :</b>					<b>\$252.04</b>
<b>Total for Fund: 011 :</b>					<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 011</b>	<b>GENERAL FUND</b>				
<b>Dept: 39</b>	<b>HLTH INS ADMIN &amp; SELF INS COST</b>				
3276	PACT ADMINISTRATIVE SERVICES CORP DECEMBER 2023	12/7/2023	01139006025 ADMIN FEE	HEALTH INS ADMINISTRATIVE FE	\$280.00
				<b>Subtotal for Department: 39 :</b>	<b>\$280.00</b>
				<b>Total for Fund: 011 :</b>	<b>\$43,689.66</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 013 BRIDGE AID FUND</b> <b>Dept: 00 NonDepartmental</b>					
4900	WILLETT HOFMANN & ASSOC INC. <b>CLAIM 2195</b>	12/7/2023	01300005112 BRIDGE INSPECTIONS	REIMBURSEMENTS	\$300.00
4900	WILLETT HOFMANN & ASSOC INC. <b>CLAIM 2195</b>	12/7/2023	01300005114 BRIDGE INSPECTIONS	AID TO TWPS IN BLDING BRIDGE	\$300.00
4900	WILLETT HOFMANN & ASSOC INC. <b>CLAIM 2196</b>	12/7/2023	01300005112 BRIDGE INSPECTIONS	REIMBURSEMENTS	\$300.00
4900	WILLETT HOFMANN & ASSOC INC. <b>CLAIM 2196</b>	12/7/2023	01300005114 BRIDGE INSPECTIONS	AID TO TWPS IN BLDING BRIDGE	\$300.00
4900	WILLETT HOFMANN & ASSOC INC. <b>CLAIM 2194</b>	12/7/2023	01300008552 BRIDGE INSPECTIONS	CAPITAL OUTLAY	\$450.00
<b>Subtotal for Department: 00 :</b>					<b>\$1,650.00</b>
<b>Total for Fund: 013 :</b>					<b>\$1,650.00</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 014</b>	<b>COUNTY HIGHWAY FUND</b>				
<b>Dept: 00</b>	<b>NonDepartmental</b>				
640803 FROST SOLUTIONS, LLC			01400005101	MAINTENANCE OF COUNTY HIG	\$6,000.00
	<b>CLAIM 4346-C</b>	12/7/2023	HWY DEPT / SUBSCRIPTION		
2365 JO-CARROLL ENERGY			01400005105	GARAGE OPERATION & MAINT	\$291.41
	<b>CLAIM 4346-C</b>	12/7/2023	ELECTRIC GARAGE		
3276 PACT ADMINISTRATIVE SERVICES CORP			01400006025	HEALTH INS ADMINISTRATIVE FE	\$48.00
	<b>DECEMBER 2023</b>	12/7/2023	ADMIN FEE		
4896 RANDY WILKINSON			01400005104	MATERIALS, STORES & SUPPLIE	\$68.05
	<b>CLAIM 4346-C</b>	12/7/2023	WORK BOOTS/ WINTER WEAR		
640762 REPUBLIC SERVICES			01400005105	GARAGE OPERATION & MAINT	\$75.00
	<b>CLAIM 4346-C</b>	12/7/2023	GARBAGE		
				<b>Subtotal for Department: 00 :</b>	<b>\$6,482.46</b>
				<b>Total for Fund: 014 :</b>	<b>\$6,482.46</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund:</b> 015	<b>TOWNSHIP MOTOR FUEL T</b>				
<b>Dept:</b> 00	<b>NonDepartmental</b>				
2040 CARROLL COUNTY HIGHWAY DEPT.	7817-MT	12/7/2023	01500005120 HWY SALT	MAINT/CONSTRUCTION - ROADS	\$630.82
640572 ROCK VALLEY SERVICES INC	7818-MT	12/7/2023	01500005120 COLD PATCH	MAINT/CONSTRUCTION - ROADS	\$3,025.75
				<b>Subtotal for Department: 00 :</b>	<b>\$3,656.57</b>
				<b>Total for Fund: 015 :</b>	<b>\$3,656.57</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund:</b> 016	COUNTY MOTOR FUEL TA				
<b>Dept:</b> 00	NonDepartmental				
640450 MANATT'S INC			01600005117	MAINTENANCE	\$2,018.25
	CLAIM 2623-M	12/7/2023	COLD PATCH		
				<b>Subtotal for Department: 00 :</b>	<b>\$2,018.25</b>
				<b>Total for Fund: 016 :</b>	<b>\$2,018.25</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 019</b>	<b>FICA OR SOCIAL SECURIT</b>				
<b>Dept: 00</b>	<b>NonDepartmental</b>				
690	REGIONAL OFFICE OF EDUCATION NOV 2023	12/7/2023	01900005131 SS LEVY	SUPERINTENDENT SHARE TRUS	\$245.14
<b>Subtotal for Department: 00 :</b>					<b>\$245.14</b>
<b>Total for Fund: 019 :</b>					<b>\$245.14</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 023 COUNTY RECORDER FEES</b>					
<b>Dept: 00 NonDepartmental</b>					
640196	ZONE IV CLERKS AND RECORDRES ASSOC		02300005160	EDUCATION	\$50.00
	2024 DUES	12/7/2023	CO CLERK		
<b>Subtotal for Department: 00 :</b>					<b>\$50.00</b>
<b>Total for Fund: 023 :</b>					<b>\$50.00</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 041 COUNTY 911 ETSB FUND</b>					
<b>Dept: 00 NonDepartmental</b>					
640101	COMPUTER INFORMATION SYSTEMS INC		04100005191	CONTRACTUAL SERVICES	\$28,571.68
	<b>238268</b>	12/7/2023	911		
<b>Subtotal for Department: 00 :</b>					<b>\$28,571.68</b>
<b>Total for Fund: 041 :</b>					<b>\$28,571.68</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 044</b>	<b>GEOGRAPHIC INFO SYSTE</b>				
<b>Dept: 00</b>	<b>NonDepartmental</b>				
3981	SIDWELL, HARRIS LOCAL GOVERNMENT		04400005191	CONTRACTUAL SERVICES	\$97.50
	<b>SIDCT0002588</b>	12/7/2023	ASSESSOR		
<b>Subtotal for Department: 00 :</b>					<b>\$97.50</b>
<b>Total for Fund: 044 :</b>					<b>\$97.50</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 054</b>	<b>COUNTY HEALTH FUND</b>				
<b>Dept: 00</b>	<b>NonDepartmental</b>				
640802 CHRISTOPHER PLATH			05400005012	TRAVEL	\$191.92
	<b>MILEAGE NOV 2023</b>	12/7/2023	HEALTH DEPT		
54032 HEMOCUE AMERICA/RADIOMETER AMERICA			05400005396	MEDICAL SUPPLIES & COMMODI	\$282.00
	<b>3381154</b>	12/7/2023	HEALTH DEPT		
54117 JO CARROLL ENERGY			05400005004	UTILITIES--ELECTRICITY & WATE	\$308.01
	<b>10002006_12.15.23</b>	12/7/2023	HEALTH DEPT		
3276 PACT ADMINISTRATIVE SERVICES CORP			05400006025	HEALTH INS ADMINISTRATIVE FE	\$32.00
	<b>DECEMBER 2023</b>	12/7/2023	ADMIN FEE		
640770 STEPHANIE S. HUGHES			05400005437	PART-TIME JANITOR	\$195.00
	<b>NOVEMBER 2023</b>	12/7/2023	HEALTH DEPT		
<b>Subtotal for Department: 00 :</b>					<b>\$1,008.93</b>
<b>Total for Fund: 054 :</b>					<b>\$1,008.93</b>

**Open Invoices by Fund/Department (APLT22)**

**Carroll County**

<i>Vendor</i>	<i>Invoice</i>	<i>Inv Date</i>	<i>Account</i> Invoice Description	<i>Account Description</i>	<i>Invoice Amt</i>
<b>Fund: 084</b>	<b>CORONA VIRUS RELIEF FU</b>				
<b>Dept: 00</b>	<b>NonDepartmental</b>				
640795 WHEELER	1140-230962	12/7/2023	08400009208 SALT STORAGE	BUILDING IMPROVEMENTS - EXP	\$15,850.00
				<b>Subtotal for Department: 00 :</b>	<b>\$15,850.00</b>
				<b>Total for Fund: 084 :</b>	<b>\$15,850.00</b>

Vendor	Invoice	Inv Date	Account	Account Description	Invoice Amt
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Fund Totals		
Fund	Fund Name	Fund Total
011	GENERAL FUND	\$43,689.66
013	BRIDGE AID FUND	\$1,650.00
014	COUNTY HIGHWAY FUND	\$6,482.46
015	TOWNSHIP MOTOR FUEL	\$3,656.57
016	COUNTY MOTOR FUEL TA	\$2,018.25
019	FICA OR SOCIAL SECURIT	\$245.14
023	COUNTY RECORDER FEES	\$50.00
041	COUNTY 911 ETSB FUND	\$28,571.68
044	GEOGRAPHIC INFO SYSTE	\$97.50
054	COUNTY HEALTH FUND	\$1,008.93
084	CORONA VIRUS RELIEF F	\$15,850.00
	<b>Total:</b>	<b>\$103,320.19</b>

November 29, 2023

HIGHWAY DEPARTMENT MONTHLY REPORT  
December 7th, 2023

SECTION 24-00000-00-CS– Resolution Appropriating MFT Funds for the Payment of the County Engineer’s Salary

**Agenda Item**

1. Approval of Resolution to appropriate MFT funds for County Engineer’s salary and authorize IDOT to transfer Federal Surface Transportation Funds for one-half salary, \$61,800.00.

Included is a resolution to appropriate \$123,600 of Motor Fuel Tax Funds and authorizing the IDOT to transfer \$61,800.00 of Federal Surface Transportation Program funds to the County’s MFT fund for payment of the County Engineer’s FY 2024 salary. This is how the salary has been supplemented in past years. The Department recommends approval.

2024 COUNTY AND TOWNSHIP MOTOR FUEL TAX PROGRAMS

**Agenda Item**

2. Approval of Resolution to appropriate MFT funds for FY-2024 County General Maintenance, \$850,000.

Attached is a Resolution to appropriate \$850,000 of County Motor Fuel Tax funds for the coming year's maintenance. The FY 2024 Infrastructure Program and the Estimate of Maintenance Cost presented to IDOT are attached. The expenditures include seal coating 18.36 miles of roads, pavement striping, aggregate for placement on shoulders, bituminous patch mix and hot mix asphalt for various roads in the County network, equipment rental, and labor. This resolution allows the state to allocate our motor fuel tax funds that supplement the department’s maintenance costs for the above action items. The Department recommends approval of the Resolution.

ELKHORN ROAD DISTRICT BRIDGE PETITION FOR AID – SECTION 22-02119-00-BR FREMONT ROAD

**Agenda Item**

3. Approval of Petition for Bridge Aid from Elkhorn Road District Section 22-02119-00-BR Fremont Road. The total cost is estimated at \$1,164,000, with the County Bridge Fund covering \$23,280 of the total cost.

Elkhorn Road District has petitioned the County for Bridge Aid for the replacement of the Fremont Road Bridge over Elm Creek, associated backfill, and approach work with said total cost of \$1,164,000.00. The allocation of costs would be 80% with federal funds, 16% with township bridge funds (this is the fund that has seen an increase this year from the state and requires a project to allocate these funds to), 2% with township funds, and 2% with county funds. The county’s share would be assigned from the County Bridge Fund (this fund must be utilized for township bridges as a first priority). Although I am asking for the funds for a full bridge repair, the consultant hired will be asked to evaluate the bridge for just deck replacement. The most viable option will be the approach for design and construction. The department recommends approval.



Resolution Appropriating Funds for the Payment of the County Engineer's Salary

Does the County participate in the County Engineer's Salary Reimbursement Program? [X] Yes [ ] No

Resolution No [ ] Section No 24-00000-00-CS STP Section No 24-CS015-00-AC

WHEREAS, the County Board of Carroll County has adopted a resolution establishing the salary of the County Engineer to be 115% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage

WHEREAS, the County Board of Carroll County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Carroll County Board that there is hereby appropriated the sum of One Hundred Twenty-Three Thousand Six Hundred and .00/100 Dollars (\$123,600.00) from the County's Motor Fuel Tax Fund funds for the purpose of paying the County Engineer's salary from 12/01/23 to 11/30/24 and, beginning date ending date

BE IT FURTHER RESOLVED, that the Carroll County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Sixty-One Thousand Eight Hundred and .00/100 Dollars (\$61,800.00) of Federal Surface Transportation Program funds allocated to Carroll County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Carroll County Board that there is hereby appropriated the sum of Zero Dollars (\$0.00) from the County's funds for the purpose of paying the County Engineer's expenses from 12/01/23 to 11/30/24 beginning date ending date

I Amy R. Buss County Clerk in and for said County of Carroll in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Carroll at a meeting held on 12/07/23 date

I certify that the correct TIN/FEIN number for Carroll County is 366006536 Legal Status: Governmental. TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of December, 2023 Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

[Signature box for Clerk]

APPROVED STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION For resolutions involving a transfer of STR funds:

Omer Osman, P.E. Secretary of Transportation Signature & Date [Signature box]

BY: George A. Tapas, P.E., S.E. Engineer of Local Roads & Streets Signature & Date [Signature box]

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy

LPA NAME	Section No	STP Section No
Carroll County	24-00000-00-CS	24-CS015-00-AC
<b>For IDOT Use Only</b>		
Dates of the existing agreement between IDOT and County _____ to _____		
	Beginning	Ending
Dates of the new agreement between IDOT and County _____ to _____		
	Beginning	Ending

**Instructions for BLR 09221 - Page 2 of 2**

Meeting Date	Insert the date of the meeting.
Name of County	Insert the name of the County.
TIN/FEIN	Insert the TIN/FEIN number for the County.
Day	Insert the day the Clerk signed the resolution.
Month and Year	Insert the month and year the Clerk signed the resolution.
Clerk Signature	County Clerk shall sign here and seal here.
APPROVED Department of Transportation	Department of Transportation officials shall sign here upon approval.
FOR IDOT USE ONLY: Date of Existing Agreement	IDOT will insert the beginning and ending dates of the current agreement between IDOT and the County.
Date of New Agreement	IDOT will insert the beginning and ending dates of the new agreement, if applicable.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office.**

Following IDOT approval distribution will be as follows:

- County Engineer
- County Clerk
- Bureau of Local Roads and Streets



District	County	Resolution Number	Resolution Type	Section Number
2	Carroll		Original	24-00000-00-GM

BE IT RESOLVED, by the Board of the Carroll County of Carroll Illinois that there is hereby appropriated the sum of Eight Hundred Fifty Thousand & .00/100 Dollars ( \$850,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/24 to 12/31/24 Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Carroll County of Carroll shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Amy R. Buss Carroll County Clerk in and for said Carroll County of Carroll in the State of Illinois, 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

Board of Carroll at a meeting held on 12/07/23 Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12 day of December, 2023 Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

**APPROVED**

Regional Engineer Signature & Date  
Department of Transportation

## Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.**

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk

Engineer (Municipal, Consultant or County)





Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District  Estimate of Cost For

Local Public Agency	County	Section Number	Maintenance Period	
County Highway Department	Carroll	24-00000-00-0G	Beginning	Ending
			01/01/24	12/31/24

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Seal Coat		No	Bit Mat'l HFRS-2 DEL	Tons	411.05	\$656.73	\$269,948.87	\$269,948.87
Seal Coat		No	Seal Coat Aggr FOB	Tons	2,923	\$14.50	\$42,383.50	\$42,383.50
Pavement Marking		No	Marking Paint Yellow/ White APPLIED	Feet	654,360	\$0.09	\$58,892.40	\$58,892.40
Pavement Patching		No	Bit Patch Mix FOB	Tons	300	\$135.00	\$40,500.00	\$40,500.00
Pavement Patching		No	HMA Mix C, N50, IL-9.5 FOB	Tons	300	\$85.00	\$25,500.00	\$25,500.00
Maint of Aggr Surface		No	Aggr Surface Cse CA-6 Furnish & Applied	Tons	7,140	\$14.00	\$99,960.00	\$99,960.00
Equipment Rental		No	Local Public Agency Equipment	Hrs	1	\$250,000.00	\$250,000.00	\$250,000.00
Labor			Local Public Agency Laborers	Hrs	1	\$30,000.00	\$30,000.00	\$30,000.00
<b>Total Operation Cost</b>								<b>\$817,184.77</b>

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$30,000.00			\$30,000.00
Local Public Agency Equipment	\$250,000.00			\$250,000.00
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$378,332.37			\$378,332.37
Formal Contract (Bid Items)	\$158,852.40			\$158,852.40
<b>Maintenance Total</b>	<b>\$817,184.77</b>			<b>\$817,184.77</b>

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
<b>Maintenance Engineering Total</b>				
<b>Total Estimated Maintenance</b>	<b>\$817,184.77</b>			<b>\$817,184.77</b>

Remarks

STATE OF ILLINOIS,  
 County of Carroll }  
 Road District of } ss.  
 the Town of Elkhorn Grove }

To the ~~Board of Supervisors~~ County Board of Carroll County, Illinois:

The undersigned, Highway Commissioner of the Road District of the Town of Elkhorn Grove in said County, would respectfully represent that bridge needs to be replaced over the Elkhorn Creek where the same is crossed by the highway Fremont Rd (TR 163)

in said Road District, for which said work the Road District of Elkhorn Grove is wholly responsible; that the total cost of said work will be \$1,164,000.00 Dollars, which sum will be more than two cents on the One Hundred Dollars valuation on the latest assessment roll of said Road District, and the levy for road and bridge tax for the two years last past in said Road District was in each year not less than the maximum allowable rate as provided for in Section 56 of an Act entitled, "An Act to revise the law in relation to roads and bridges," approved June 27, 1913, in force July 1, 1913, as amended, the major part of which levy is needed for the ordinary repair of roads and bridges in said Road District.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Mt. Carroll, this 29th day of November, A. D. 20 23.

*Ray A. Fletcher*

Highway Commissioner.

STATE OF ILLINOIS,  
 County of Carroll }  
 Road District of } ss.  
 the Town of Elkhorn Grove }

I, the undersigned Highway Commissioner of the Road District of the Town of Elkhorn Grove, County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Bridge removal and construction of a 3-span precast, prestressed concrete deck beam bridge or equivalent on pile bent abutments and piers, including minimal approach work with said cost divided as follows:

	STR-BR	TWP BR	CO BR	TWP	TOTAL
Pre Eng:	\$ 96,000.00	\$ 19,200.00	\$ 2,400.00	\$ 2,400.00	\$ 120,000.00
Co Const:	\$ 755,200.00	\$ 151,040.00	\$ 18,880.00	\$ 18,880.00	\$ 944,000.00
Co Eng:	\$ 780,000.00	\$ 16,000.00	\$ 2,000.00	\$ 2,000.00	\$ 100,000.00
	\$ 931,200.00	\$ 186,240.00	\$ 23,280.00	\$ 23,280.00	\$ 1,164,000.00

and I do estimate that the probable cost of the same will be \$ 1,164,000.00 Dollars.

Witness my hand this 29th day of November, A. D. 20 23.

*Ray A. Fletcher*

Highway Commissioner.

STATE OF ILLINOIS,  
County of Carroll } ss.  
Road District of  
the Town of Elkhorn Grove }

I, Ray A. Hutchison, Highway Commissioner of said Road District of  
Elkhorn Grove Township, being duly sworn, on oath says that

\$ 1,164,000.00 Dollars mentioned in the estimate to which this  
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the  
purpose required.

*Ray A. Hutchison*

Highway Commissioner.

Subscribed and sworn to before me, this 29th day of November, A. D. 2023.

*Sirena L. Brinkmeier*

Notary Public.



PETITION FOR COUNTY AID TO BUILD  
OR REPAIR BRIDGE, CULVERT OR  
DRAINAGE STRUCTURE

ROAD DISTRICT OF THE TOWN OF

Elkhorn Grove

CARROLL

COUNTY, ILLINOIS

Filed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, A. D. 19\_\_\_\_

County Clerk.

## Chapter 95

### Procurement Policy for Carroll County

- I. The purpose of this policy is to provide clear guidelines for procurements in Carroll County that comply with federal requirements as stated in statute 2 CFR 200.318 – 200.327
- II. Procurement

Carroll County will follow these guidelines when procuring property and services under a federal award.

1. The Conflict-of-Interest policy must be followed.
2. To avoid acquisition of unnecessary or duplicative items, consideration should be given to consolidate or break apart procurements to obtain the most economical approach.
3. The use of state and local intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common or shared goods and services is encouraged.
4. The purchase of Federal and State excess and surplus property in lieu of new is encouraged.
5. The purchase of American made products is encouraged.
6. Carroll County is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
7. Carroll County must award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.
8. Carroll County must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
9. Carroll County will not award contracts to parties on the governmentwide exclusion list in the System for Award Management (SAM)
10. Carroll County must maintain records to detail the history of procurement which include but not limited to rationale for the method of procurement, selection of contract type, contractor selection or rejection and basis for contract type.
11. Carroll County will ensure that procurement transactions are conducted in a manner that provides full and open competition consistent with standards outlined in 2CFR 200.320.

#### III. Procurement Methods

All purchases must follow guidelines 1-11 when conducting procurement.

- a. Informal Procurement method: the following methods can be used when the value of the procurement is under the Simplified Acquisition Threshold.
  - i. Micro-Purchases are used when procuring services, supplies or equipment are less than \$10,000. No bid or quote required if price is considered reasonable based on past purchases or requesting prices from more than one vendor.
  - ii. Small Purchases are used when procuring services, supplies or equipment are greater than \$10,001 but less than \$250,000 (the Simplified Acquisition Threshold). Price or rate quotes must be obtained from at least 2 sources. All

quotes including phone calls, web searches etc. must be documented and kept on file. Price does not need to be the deciding factor, but all quotes must be kept in procurement records.

b. Formal Procurement Methods: When the value of procurement for property or services exceeds the simplified acquisition threshold in the amounts of \$250,001 or more the following methods are used.

i. Sealed Bid can be used when the the procurement price is greater than the Simplified Acquisition Threshold, \$250,001 and greater. For Sealed Bidding to be feasible the following conditions should be present:

1. A complete, adequate, and realistic specification or purchase is available.
2. Two or more responsible bidders are willing and able to compete effectively for the business; and
3. A firm fixed price contract and selection of the successful bidder can be made principally based on price.

If sealed bids are being used, the following requirements apply:

4. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids. For Local and Tribal governments, the invitation for bids must be publicly advertised.
  5. The invitation for bids must include any specific and pertinent attachments, must define the items or services for the bidder to properly respond.
  6. All bids will be opened at the time and place prescribed in the invitation for bids. For Local and Tribal governments, the bids must be opened publicly.
  7. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
  8. Any or all bids may be rejected if there is a sound documented reason.
- ii. Proposals. This method is used when either a fixed price or cost-reimbursement type contract is awarded. Proposals are used when conditions are not appropriate for the use of sealed bids, and are awarded when in accordance with the following requirements:
1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized

requests for proposals must be considered to the maximum extent practical.

2. Carroll County must have a written method for conducting technical evaluations of the proposals received and making selections.
  3. Contracts must be awarded to the responsible offeror whose proposal is most beneficial to Carroll County with price and other factors considered; and
  4. Carroll County may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services where qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation.
    - a. The method where price is not used as a selection factor can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services even though A/E firms are a potential source to perform the proposed effort.
- c. Non-competitive procurement. There are specific circumstances in which noncompetitive procurement can be used and can only be awarded if one or more of the following circumstances apply:
1. The acquisition of property or services total dollar amount does not exceed the micro-purchase threshold as stated in the informal procurement method.
  2. The item is available only from a single source.
  3. The public urgency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation.
  4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from Carroll County; or
  5. After solicitation of several sources, competition is determined inadequate.
- IV. Contracting, Costs, procurement preferences, and recovered materials.
- i. Carroll County must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such steps include:
    1. Placing qualified small and minority business and women's business enterprises on solicitation lists,
    2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources,
    3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by the small and minority business and women's business enterprises,

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises,
  5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and
  6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i.) (1) through (5) of this section.
- ii. Carroll County must perform a cost or price analysis in connection with every procurement action more than the Simplified Action Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the procurement situation but as a starting point Carroll County must make independent estimates before receiving bids or proposals.
  - iii. Carroll County must negotiate profit as a separate element of the price for each contract when there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit consideration must be given to:
    1. the complexity of the work to be performed,
    2. The risk borne by the contractor, the contractor's investment, and the amount of subcontracting,
    3. The quality of its record of past performance, and
    4. Industry profit rates in the surrounding geographical area for similar work.
  - iv. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices. Carroll County may reference its own cost principles that comply with the Federal cost principles. Cost plus a percentage of a cost and percentage of construction cost methods of contracting must not be used.
  - v. Carroll County should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award.
  - vi. Carroll County and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements include:
    1. Procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
    2. Procuring items consistent with maintaining a satisfactory level of competition where the purchase price of the item exceeds \$10,000 or

the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

3. Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
4. Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

V. Bonding requirements

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

- i. A bid guarantee from each bidder that is equivalent to five percent of the bid price. The “big guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will execute such contractual documents as required within a specified time upon acceptance of said bid.
- ii. A performance bond on the part of the contractor for 100 percent of the contract price. This bond is executed in connection with a contract to secure fulfillment of all the contractor’s requirements under this contract.
- iii. A payment bond on the part of the contractor for 100 percent of the contract price. This bond is executed in connection with a contract to assure payment is required by law of all persons supplying labor and material in the execution of the work provided in the contract.

VI. Federal awarding agency or pass-through entity review.

Carroll County must make the following available upon request of the Federal awarding agency or pass-through entity for review:

- i. Technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes a review is needed to ensure that an item or service specified is the one being proposed for acquisition. Carroll County may desire to have the review accomplished after a solicitation has been developed and the Federal awarding agency or pass-through entity may still review the specifications usually limited to the technical aspects of the proposed purchase.
- ii. pre-procurement reviews of procurement documents such as requests for proposals or invitations or bids, or independent costs when:
  1. Carroll County’s procurement procedures or operation fails to comply with the procurement standards.
  2. The procurement is expected to exceed the Simplified Acquisition Threshold (SAT) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

3. The procurement, which is expected to exceed the SAT, specifies a “brand name” product.
  4. The proposed contract is more than the SAT and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
  5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the SAT.
- iii. Carroll County may be exempt from pre-procurement review if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the following standards:
1. Carroll County requests that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards for its system to be certified. These reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded on a regular basis.
  2. Carroll County may self-certify its procurement system. Such self-certification must not limit the Federal awarding’s right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from Carroll County that its complying with these standards. Carroll County must cite specific policies, procedures, and regulations or standards as being compliant with these requirements and have its system available for review.
- VII. Contract Provisions. Carroll County’s contracts must contain provisions described below:
- i. Contracts for more than the Simplified Acquisition Threshold, as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by Carroll County including the manner by which it will be affected and the basis for settlement.
  - iii. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  - iv. Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Carroll County must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–](#)

[3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

1. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
  2. Carroll County must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
  3. Carroll County must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
  4. Carroll County must report all suspected or reported violations to the Federal awarding agency.
- v. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by Carroll County in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR](#)

[Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- vii. Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- ix. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**PURCHASE OF SERVICE CONTRACT**  
**Contract for Transportation Services Between “Carroll County Senior Services Organization” the Operator and the Grantee “The County of Carroll” Administrator of the 5311 and DOAP Grant Transportation System**

WHEREAS, the OPERATOR, Carroll County Senior Services Organization, has an interest in the provision of transportation services to the general public, THEREAS, the GRANTEE, the COUNTY, has officially designated that the Carroll County Transit be operated by the Carroll County Senior Services Organization, NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose

1. The purpose of this contract is to arrange for public transit services under the support of the designated public transit system.
  - a. Funding for the TRANSIT System was received from the Formula Grants for Rural Areas program of the Illinois Department of Transportation (IDOT).
  - b. IDOT is the pass-through-entity of funding from the U.S. Department of Transportation, CFDA #20.509. Funding for TRANSIT is provided via the 5311 and Downstate Operating Assistance Program, (DOAP).
  - c. As a recipient of these State and Federal funds, the OPERATOR agrees to abide by the Certifications and Assurances of the Federal Transit Administration and as such will provide a signed copy of the Affirmation of Applicant page for the system’s records.
  - d. Furthermore, as part of this agreement OPERATOR agrees to make their records related to public transportation Carroll County Transit available to the COUNTY auditor.

B. Time Frame

1. The contract period shall begin on July 1, and continue through June 30. An extension or renewal of this contract shall automatically renew. Either party may terminate this contract in writing at least 90 days prior to the July 1 renewal.

C. Description of services

1. All transit services will be provided in vehicles open to the public without discrimination and no denial of service without documentation and cause.
2. This service shall be provided Monday through Friday from 5 a.m. to 6 p.m. except on the following holidays:
  - a. New Year’s Day-January 1
  - b. New Year’s Eve Day-December 31
  - c. Good Friday
  - d. Memorial Day
  - e. Fourth of July
  - f. Labor Day
  - g. Thanksgiving Day
  - h. Friday after Thanksgiving Day
  - i. Christmas Eve Day
  - j. Christmas Day

These times and schedules can be changed in the yearly grant application submitted by the County without changing this agreement. The COUNTY shall prepare and submit all required reports in the appropriate time fashion based on information supplied by the “OPERATOR,” other contractors and its own records.

3. COUNTY will perform the design and scheduling of transit services to meet the needs of the service area Carroll County.

D. Compensation

1. Fully allocated operating costs for services under this contract will be total reimbursement of allowable expenditures based partial operational expenses reimbursed by 5311 funding and the remaining expenses reimbursed by DOAP, minus project income (passenger revenue), if any. After the 5311 contractual amount for TRANSIT has been exhausted, any additional expenses will be paid out of

DOAP at 65% of eligible expenses. The OPERATOR will use local match funding to cover the remaining expenses each month.

E. Reporting

1. At the end of each month the OPERATOR shall furnish IDOT with the eligible expenses and project income on their website "BlackCat" by the end of the following month.
2. At the end of each quarter the OPERATOR shall furnish IDOT with the following reports:
  - a. PCOM
  - b. PTA Activity Form
  - c. Charter and DBE Letters
  - d. Vehicle Use
  - e. RidershipThis information is mandated by IDOT and the COUNTY for compliance with requisition filing and reporting for proper reimbursement for services.
3. The following items shall be reported to the COUNTY on an ongoing basis:
  - a. Accidents involving vehicles owned by the COUNTY. The driver will be taken within 2 hours of the accident to have a drug/alcohol test done.
  - b. Incidents involving passengers carried under this contract.
  - c. Cancellations or significant delays in services provided under this contract.

F. Entire Agreement

1. This contract contains the entire agreement between the OPERATOR and the COUNTY. There are no other agreements or understandings, written or verbal, which require any transit service sub-contractors to also have a testing program. No person may perform any safety functions without being subject to testing under this program. Copies of the OPERATOR drug and alcohol testing policy shall be provided to the transit system Director.
2. Training of operational personnel shall be provided by the COUNTY and/or Individual Provider shall consist of training components required by IDOT. County reserves the right to hold specialized training in which all Drivers must attend upon Administrative request.
3. All vehicle operations will be conducive to IDOT regulations and can be inspected by Administration for compliance at any time but at minimum, annually.

G. Other Provider Responsibilities

1. The OPERATOR shall serve as an independent contractor.
2. The OPERATOR shall accept all risk and indemnify and hold the COUNTY harmless for all losses, damage, claims, demands, liabilities, suits or proceedings, including court costs, attorney and witness fees relating to loss or damage of property or to injury or death of any person arising out of the acts or omissions of the OPERATOR or its employees or agents.
3. The OPERATOR shall notify the COUNTY in the event of any unavoidable interruption or delay in service.
4. The OPERATOR shall notify the COUNTY of any incidents relating to passengers serviced under this contract.
5. The OPERATOR shall comply with all applicable state and federal laws, including, but not limited to, FTA charter rule, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws and freedom of information laws.
6. The OPERATOR shall comply with all Federal clauses stated in the master agreement with the County and IDOT.
7. The OPERATOR shall supply such additional public transit services to the general public or individual client groups as requested by the COUNTY provided capacity for such service exists and funding for such service based on the rate identified in H and I below.

H. Other Responsibilities

1. The County shall provide operational subsidies for public transit services under the terms identified in this contract that are received from the Federal or State government.
2. If the holiday falls on Saturday, the holiday will be observed on the previous Friday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.
3. Service hours under this contract shall be from 5 a.m. to 6 p.m. Monday through Friday or as is modified in the yearly grant application.
4. Service shall be daily demand-response transportation plus deviated fixed out of town routes and special request designations upon approval and feasibility.

5. Additional passenger transportation services may be provided on an incidental basis with the COUNTY's approval with or funding provided by TRANSIT under this contract.
  6. All services funded under this contract and all uses of vehicles provided by TRANSIT shall be insured with the following coverage by the OPERATOR.
    - a. Commercial Auto Liability – combined single limit of \$2,000,000
    - b. Uninsured and Underinsured Motorist - \$2,000,000
    - c. The COUNTY must be added as an Additional Insured to the Providers Policy
- I. Vehicle Responsibilities
1. Vehicles supplied by the TRANSIT shall be subject to rotation with other vehicles in transit fleet based on service area need.
  2. Responsibility for maintaining vehicles supplied for provision of service under this contract shall be by the OPERATOR. Vehicles are to be kept in safe and presentable condition and meet all manufacturer and IDOT regulations for preventative maintenance.
  3. Vehicles used for provision of transit services under this contract shall be insured for general public transportation services to the levels described above by the OPERATOR and shall be provided to the COUNTY a certificate of insurance documenting this coverage and the fact that the COUNTY is named as an insured. In addition, the COUNTY requests that it is named on the agency umbrella policy. The insurance coverage must be primary and not non-contributory. Such insurance shall not be cancelled without at least 30 days written notice to the COUNTY.
- J. Operations Responsibilities
1. Drivers for all transit services provided under this contract shall be employed by the OPERATOR. Vehicles that have 16 passenger capacity or more shall be required to have a Commercial Driver's License (CDL) with a passenger endorsement.
  2. The OPERATOR shall establish a drug and alcohol testing program conforming to the rules for the Federal Transportation Administration under FAST-ACT shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.
- K. Amendments
1. Any changes to this contract must be in writing and mutually agreed upon by the OPERATOR and the COUNTY. Changes may also receive concurrence of IDOT, Office of Intermodal Project Implementation.
- L. Termination
1. Either party through written notice to the other party may initiate cancellation of this contract at least 90 days prior to the date of cancellation.
- M. Saving Clause
1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.
- N. Amendments
1. Any changes to this contract must be in writing and mutually agreed upon by the OPERATOR and the COUNTY. Changes may also receive concurrence of IDOT, Office of Intermodal Project Implementation.

## **ACCESS TO RECORDS AND REPORTS**

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

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

#### **AMERICANS WITH DISABILITIES ACT(ADA)**

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

#### **RESTRICTIONS ON LOBBYING**

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

Certification and disclosure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

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

## **CHARTER SERVICE**

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, “Charter Service,” 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

## **CIVIL RIGHTS LAWS AND REGULATIONS**

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

### **1 Federal Equal Employment Opportunity (EEO) Requirements.**

These include, but are not limited to:

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

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

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

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

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

## **Civil Rights and Equal Opportunity**

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

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

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

### Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph

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

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

#### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

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

#### **DEBARMENT AND SUSPENSION**

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

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

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

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

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

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

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

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

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

### **ENERGY CONSERVATION**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

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

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

#### **NOTICE TO THIRD PARTY PARTICIPANTS**

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

#### **FLY AMERICA**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S. flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

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

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

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

Statement of Unavailability of U.S. Flag Air Carriers

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

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

**FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

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

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

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

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

### **NOTIFICATION TO FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

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

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

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

### **SOLID WASTES**

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired

during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the

Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

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

1. Procure or obtain;

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

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

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

b. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115232, section 889 for additional information.

d. See also § 200.471.

## **PROMPT PAYMENT**

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

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

## **PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

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

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

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

### **Distracted Driving**

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

## **SCHOOL BUS OPERATIONS**

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

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605

3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

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

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

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

### **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

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

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

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

### **SUBSTANCE ABUSE REQUIREMENTS**

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

### **SIMPLIFIED ACQUISITION THRESHOLD**

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

## **SEVERABILITY**

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

## **TERMINATION**

### Termination for Convenience (General Provision)

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

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

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

### Opportunity to Cure (General Provision)

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

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

### Waiver of Remedies for any Breach

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

### Termination for Convenience (Professional or Transit Service Contracts)

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

### Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract

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

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

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

#### Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or

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

#### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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

#### **TRAFFICKING IN PERSONS**

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

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

#### **VIOLATION AND BREACH OF CONTRACT**

##### **Disputes:**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

##### **Performance during Dispute:**

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

##### **Claims for Damages:**

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

##### **Remedies:**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be

decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

**Rights and Remedies:**

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

**Federal Certifications**  
**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

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

**GOVERNMENTWIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Non-procurement 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 governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- a. 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,
- a. 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,
- a. 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
- b. 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 TrAMS platform 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.,

**Certification**

Carroll County Senior Services Organization:

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

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official:

Signature Page

Carroll County Senior Services Organization: \_\_\_\_\_ Date: \_\_\_\_\_

County of Carroll: \_\_\_\_\_ Date: \_\_\_\_\_



# **CARROLL COUNTY TRANSIT**

## **TITLE VI PLAN**

**November 2023**

# Carroll County Transit Title VI Statement of Policy

**Carroll County Transit (CCT)** is committed to a policy of non-discrimination in the conduct of its business, including its Title VI responsibilities – the delivery of equitable and accessible services and transportation. CCT recognizes its responsibilities to the communities and county in which it operates. It is a CCT policy to utilize its best efforts to assure that no personal shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under its program of transit service and related benefits.

The objectives of Carroll County Transit Title VI program are to:

- Ensure that the level and quality of transportation service is provided equitably and without regard to race, color, national origin.
- Avoid minimize or mitigate disproportionately high and adverse human health and environmental effects including social and economic effects of programs and activities on minority populations and low-income populations;
- Ensure the full and fair participation of all affected populations in transportation decision making;
- Prevent the denial, reduction or delay in benefits related to programs and activities that benefit minority populations or low-income populations; and
- Ensure that persons with limited English proficiency have meaningful access to programs and activities that are administered by recipients and sub-recipients.

The responsibility for carrying out CCT’s commitment to this program has been delegated to the CCT Program Compliance Oversight Monitor (PCOM) by the Carroll County Board. The Carroll County Senior Services Organization Director is responsible for the day-to-day operation of this Program and will receive and investigate Title VI complaints which come through the complaint procedure. However, all administrators, managers and employees share in the responsibility for making CCT’s Title VI Program a success. Additional information concerning CCT’s Title VI obligations and the complaint procedures can be obtained by contacting the Director at 815-244-1800.

## Language Assistance Plan

**Carroll County/Carroll County Transit** has developed the following Language Assistance Plan to ensure meaningful access to program services for Limited English Proficient (LEP) individuals. An LEP individual is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training to staff, notification to LEP persons that assistance is available, and information for future plan updates. In developing the plan, **Carroll County/Carroll County Transit** completed the following **Four Factor Analysis**:

- 1) **The number or proportion of LEP persons eligible to be served or likely to be encountered by Carroll County/Carroll County Transit.** According to the 2021 American Community Survey information detailing “Language Spoken at Home” (Table S1601) for Carroll County residents, there are zero LEP language groups that exceed the Safe Harbor Provision of 1,000 persons or five percent of the service area population, whichever is less. Specifically:

<i>Language</i>	<i>Individuals Who Speak English Less Than Very Well</i>	<i>Percent Speak English Less Than Very Well</i>
Spanish	37	Less than 1%

Indo-European Languages	61	Less than 1%
Asian and Pacific Island Languages	22	Less than 1%
Other	2	Less than 1%

While Carroll County Transit does not currently maintain non-English versions of documents, reasonable effort will be made to provide vital information to LEP individuals in the language requested.

- 2) **The frequency with which LEP individuals come in contact with Carroll County/Carroll County Transit services.** Currently, there are three Spanish only speaking individuals riding with us one-way most days from work.
- 3) **The nature and importance of the program, activities or services provided by Carroll County/Carroll County Transit to the LEP population.** The provision of public transportation is a vital service, especially for those without access to personal vehicles.
- 4) **The resources available to Carroll County/Carroll County Transit for LEP outreach, as well as the costs associated with this outreach.** Specific resources used in LEP outreach are detailed below. Cost issues can often be reduced through use of technology and the sharing of language assistance materials and services among and between grant recipients.

**Safe Harbor Provision for Written Translations**

Carroll County/Carroll County Transit will periodically update this Language Assistance Plan, including monitoring service area demographics for changes in LEP language groups. For any LEP language group that exceeds the Safe Harbor Threshold, written translations of the following vital documents will be made available:

- (1) Title VI Non-Discrimination Notice
- (2) Discrimination Complaint Procedures
- (3) Discrimination Complaint Form

**Language Assistance Services**

- Staff is provided a list of written and oral language assistance resources and how they may be obtained.
- Instructions are provided to customer service and other staff who take phone calls from the general public on how to respond to an LEP caller.
- Instructions are provided to customer service and other staff who may receive written communication from the public on how to respond to written communication from an LEP person.
- Instructions are provided to vehicle operators and others who regularly interact with the public on how to interact with an LEP customer.
- List other

**Notice to LEP Persons About the Availability of Language Assistance**

- Posting signs in intake areas and other points of entry
- Statements in outreach documents that language services are available
- Working with community-based organizations and other stakeholders to inform LEP individuals of services, including the availability of language assistance services
- Announcements at community meetings
- Information tables at local events
- Signs in vehicles
- Website

- Customer service lines
- List other

**Monitoring, Evaluating and Updating the Language Assistance Plan**

**Carroll County/Carroll County Transit** will monitor this Language Assistance Plan by updating the Four Factor Analysis, establishing a process to obtain feedback from internal staff and members of the public, and conducting internal evaluations to determine whether the language assistance measures are working for staff. Depending on the feedback received, **Carroll County/Carroll County Transit** may choose to disseminate more widely those language assistance measures that are particularly effective or modify or eliminate those measures that have not been effective. Additionally, **Carroll County/Carroll County Transit** will consider new language assistance needs when expanding transit service to areas not previously served.

**Training Employees to Provide Timely and Reasonable Language Assistance to LEP Populations**

- A summary of grant recipient responsibilities under the DOT LEP Guidance;
- A summary of the Language Assistance Plan;
- A summary of the number and proportion of LEP persons in the service area, the frequency of contact between the LEP population and the agency’s programs and activities, and the importance of the programs and activities to the population
- A description of the type of language assistance that is currently provided and instructions on how staff can access these products and services
- A description of cultural sensitivity policies and practices
- List other

**LIMITED ENGLISH PROFICIENCY POLICY STATEMENT AND AVAILABLE RESOURCES**

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., provides that no person shall be subjected to discrimination on the basis of race, color or national origin under any program of activity that receives Federal Financial assistance. Title VI and its implementing regulations require that certain federal grant recipients take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). CCT will work with individuals upon request by calling 815-244-1800.

	Percent speak English only or speak English less than “very well”		Percent speak English less than “very well”	
	Estimate	Margin of Error +/-	Estimate %	Margin of Error +/-
Population 5 years and over	117	72	0.9%	0.5
Speak only English	X	X	X	X
Speak a language other than English	117	72	31.8	15.6
Speak a language other than English				
Spanish	47	52	31.5	26.7
5 to 17 years old	0	18	0	95
18 to 64 years old	15	27	17.6	26.4
65 years old and over	32	45	58.2	52.9
Other Indo-European languages	22	23	16.5	15.8
5 to 17 years old	0	18	0	100
18 to 64 years old	1	3	3.1	9.1
65 years old and over	21	23	21.2	21.8
Asian and Pacific Island languages	46	48	69.7	40.8
5 to 17 years old	0	1	80	100
18 to 64 years old	46	48	73	37.9
65 years old and over	0	18	0	0

Other languages	2	3	10	14.9
5 to 17 years old	0	18	0	100
18 to 64 years old	2	3	14.3	25.5
65 years old and over	0	18	0	100
Citizens 18 years and over				
All citizens 18 years old and over	89	64	0.8	0.6
Speak on English	X	X	X	X
Speak a language other than English	89	64	29	16.4
Spanish	46	53	33.1	28.1
Other languages	43	38	25.6	18.2

### **Non-elected Committees Membership Table**

Subrecipients who select the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race.

**Carroll County/Carroll County Transit** does **not** select the membership of any transit-related committees, planning boards, or advisory councils.

### **Title VI Public Participation Plan**

**Carroll County/Carroll County Transit** offers early and continuous opportunities for the public, including minority and Limited English Proficient (LEP) populations, to provide feedback regarding social, economic, and environmental impacts of proposed transportation decisions.

As an organization receiving federal financial assistance, **Carroll County/Carroll County Transit** completed the following public outreach efforts and activities to engage minority and LEP populations since the last Title VI Plan submittal to IDOT’s Civil Rights Office:

- Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities
- Employing different meeting sizes and formats
- Coordinating with community-and faith-based organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations (outreach to LEP populations could also include audio programming available on podcasts)
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments
- Other:

### **Title VI Assurance to Federal Transit Administration**

Carroll County Transit hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of

Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of the Title VI of the Civil Rights Act of 1964 and other pertinent directives, to the end and that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Carroll County Transit receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration; and hereby, gives assurance that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically and without limiting the above assurances, Carroll County Transit gives the assurances as listed in the “Verification of Level and Quality of Service,” with respect to the Federal Transit Administration Grant Program.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discount or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Transit Administration.

1. Title VI Complaint Procedure

In order to comply with 40 CFR Section 21.9 (b), Carroll County Transit has developed procedures for investigating and tracking Title VI complaints. The procedures for filing a complaint will be made available to members of the general public. Carroll County Transit has adopted the Title VI complaint procedures used by the Illinois Department of Transportation. The following measure will be taken in dealing with Title VI complaints:

- A formal complaint must be filed within 180 days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the Complainant’s name, address and telephone number; name of alleged discriminating official, basis of complaint (race, color, or national origin) and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints. Exhibit II provides the Carroll County Transit Title VI complaint form.
- In the case where a Complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Carroll County Transit Title VI Coordinator, Compliance Oversight Monitor (PCOM). Under these circumstances, the complainant will be interviewed and the Coordinator will assist the Complainant in converting the verbal allegation into writing.
- Carroll County Transit will investigate complaints filed against contractors, consultants or other sub-recipients. Complaints filed directly against Carroll County Transit shall be forwarded to the IDOT Title VI Coordinator for investigation.
- When a complete complaint is received, the Title VI Coordinator will provide written acknowledgement to the Complainant within five (5) days by registered mail. At the same time, the complaint will be forwarded to the State of Illinois for investigation.
- If a complaint is deemed incomplete, additional information will be requested and the Complainant will be notified within 15 business days from receipt of the original complaint. The Complainant will be provided 60 business days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.

**EXHIBIT II: CARROLL COUNTY TRANSIT TITLE VI AND DISCRIMINATION ADA  
COMPLAINT FORM**

**Discrimination ADA/Title VI Complaint Form**

<b>Section I:</b>		
Name:		
Address:		
Telephone (Home):	Work:	Cell:
Email Address:		
Accessible Format Requirements?	<input type="checkbox"/> Large Print <input type="checkbox"/> TDD	<input type="checkbox"/> Audio Tape <input type="checkbox"/> Other
<b>Section II:</b>		
Are you filing this complaint on your own behalf? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>*If you answered "yes" to this question, go to Section III</i>		
If not, please supply the name and relationship of the person for whom you are complaining.		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Section III:</b>		
I believe the discrimination I experienced was based on (check all that apply):		
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Disability		
Date of Alleged Discrimination (Month, Day, Year):		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		
<hr/> <hr/> <hr/> <hr/>		
<b>Section IV:</b>		
Have you previously filed a Discrimination Complaint with this Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, please provide any reference information regarding your previous complaint.		
<hr/> <hr/>		
<b>Section V:</b>		
Have you filed this complaint with any other Federal, State or local agency, or with any Federal or State court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, check all that apply:		
<input type="checkbox"/> Federal Agency: _____	<input type="checkbox"/> State Agency: _____	
<input type="checkbox"/> Federal Court: _____	<input type="checkbox"/> State Court: _____	
<input type="checkbox"/> Local Agency: _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:		
Title:		
Agency:		
Address:		
Telephone:		

<b>Section VI:</b>
Name of agency complaint is against:
Name of person complaint is against:
Title:
Location:
Telephone Number (if available):

You may attach any written materials or other information that you think is relevant to your complaint. Your signature and date are **required** below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please submit this form in person at the address below or mail this form to:**

**Carroll County  
Michael Doty, PCOM  
301 N. Main St.  
Mount Carroll, IL 61053  
815-244-0228**

- Within 10 business days from receipt of a complete complaint, Carroll County Transit will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within Ten (10) days of this decision the Complainant and Respondent, by registered mail information them of the disposition.
  - If the decision is not to investigate the complaint the notification shall specifically state the reason for the decision.
  - If the decision is to be investigated the notification shall inform the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
- When Carroll County Transit does not have sufficient jurisdiction the complaint will be referred to IDOT for further investigation.
- If the complaint has investigative merit, an investigator will be assigned. A complete investigation will be conducted and an investigative report will be submitted within 45 days from the receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed and a finding with recommendations.
- A letter of finding will be issued to the Complainant and Respondent. Where appropriate these letters will include conciliatory measures. A copy of the investigative report shall be forwarded to IDOT within 60 days from recipient of the complaint. If the investigation is delayed for any reason the investigator will notify the appropriate authorities and an extension will be requested.
- If the Complainant is dissatisfied with Carroll County Transit’s resolution of the complaint he/she has the right to file the complaint with the IDOT Title VI Coordinator directly.

**2. Title VI Investigation, Complaint and Lawsuit Record Keeping Procedures**

In order to comply with 49 CFR Section 21.0 (b), Carroll County Transit has prepared and maintains a list of active investigations, lawsuits or complaints naming Carroll County Transit and alleging discrimination on the basis of race, color or national origin. The list includes:

- The date of the investigation, lawsuit or complaint was filed:
- A summary of the allegation;

- The status of the investigation; and
- Actions taken in response to the investigation, lawsuit or complaint.

Carroll County Transit has adopted IDOT’s Title VI recordkeeping procedures for complaints, lawsuits and investigations. Exhibit III depicts this format.

**Exhibit III. Title VI Complaint Record Keeping**

File Date	Summary of Allegation	Actions Taken in Response	Status of Investigation

**Exhibit IV: Carroll County Transit Title VI Notice To The Public  
Notifying the Public of Rights Under Title VI  
Carroll County**

- Carroll County operates its programs and services without regard to race, color and national origin in accordance with the Title VI of the Civil Rights Act. Any Person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Carroll County.
- For more information on **Carroll County's** civil rights program and the procedures to file a complaint, contact Michael Doty, 301 N. Main St., Mt. Carroll, IL 61053, 815-244-0228 or email [mdoty@carroll-county.net](mailto:mdoty@carroll-county.net).
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5<sup>th</sup> floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
- A complainant may also file a complaint directly with the Illinois Department of Transportation.
- Si se necesita información en otro idioma, comuníquese al 815-244-1170.
- This notice is posted at the Carroll County Senior Services Organization office.

**Monitoring for Subrecipient Title VI Compliance**

Carroll County monitors Carroll County Senior Services Organization, Inc. as a subrecipient.

\*Primary recipients must monitor subrecipients.

- Non-compliant subrecipient means primary recipient is also non-complaint.

\*Primary recipients shall:

- Document process for ensuring all subrecipients are complying with general reporting requirements of FTA Circular 4702.1B and other requirements that apply to the subrecipient.
- Collect, store and review subrecipients' Title VI Programs.
- At FTA's request, the primary recipient shall request that subrecipients who provide transportation services verify that their level and quality of service is equitably provided.

**DRAFT\*\*\*\*Employee Personnel Code 60**  
**Article ~~60-1-1~~ Article 60.1**  
**Introduction and Administration STATEMENT OF POLICY.**

The Carroll County board recognizes that a personnel system which recruits and retains competent dependable County personnel is indispensable to an efficient County government. To achieve this goal the County Board Chairman will designate ~~a Services Committee~~ County Board that will oversee personnel issues.

- A. The ~~Committee~~ County Board shall serve by participating in or performing the following activities:
1. Classifying positions in County service;
  2. Developing systems to compensate employees equitably for their services; Assisting in the recruitment of persons for County Services;
  3. Providing for employee welfare;
  4. Providing for employee training and development;
  5. Providing advice and assistance to employees on personnel matters, to include assistance in filing of health benefit claims;
  6. Providing for resolution of employee grievances;
- B. For the purpose of this document, a policy is the statement of a County goal. A Procedure is a specific step for reaching that County goal and can include the use of special forms. The policies and procedures will be updated and changed as required. The document is designed to:
1. Provide a basis for and define the objectives of the personnel program.
  2. Assign responsibility for carrying out the principles and practices of the personnel program.
  3. Provide recognized authority, consistent with applicable laws and County ordinances, when action is to be taken and to minimize the possibility of unauthorized personnel action.
- C. ~~4. — 60-1-1.1-1~~ ADDITIONS TO THE POLICIES AND PROCEDURES Internal day to day policies may be necessary within individual departments for efficient and effective operations Departments desiring to establish departmental policies are requested to reduce them to written format and submit them to the Services Committee. The Services Committee will indicate in writing to department heads whether or not such policies are within the guidelines of the established County policies. A copy of such internal policies shall be made available either by written delivery to the employee or by posting in a conspicuous location within the department.
- D. ~~60-1-1.3-4~~ DISSEMINATION OF THE RULES. Department heads shall be provided with complete copies of all policies and procedures and changes thereto by the ~~Services Committee~~ County Board and shall be responsible for maintaining a complete and current set, and for bringing these policies and procedures to the attention of all employees in their departments.
1. A handbook summarizing these policies and procedures shall be disseminated to all employees upon publication and to all new employees on hire.

**Article 60.2**  
**EMPLOYEMENT IN CARROLL COUNTY**

~~60-1-1.2-1.1~~ **EQUAL EMPLOYMENT OPPORTUNITY** As a matter of policy, Carroll County requires employment, training and promotions, and all personnel actions to be based on individual merit and individual capabilities without regard to race, religion, color, national origin, sexual orientation, sex or age. This policy requires full cooperation of all Carroll County employees. We choose to follow this policy on the basis of fairness to all individuals rather than on the basis of our legal requirement. Responsibility for correlation and implementation of the plan and related activities throughout the County has been assigned to the Services Committee.

A. Employees shall practice non-discrimination, pursuant to the laws summarized below:

1. Title VI of the Civil Rights Act of 1964, and its implementing regulations, requires all services provided directly by the department, or through contractual arrangement, be delivered without regard to race, color, religion, sex, disability or national origin.
2. Section 504 of the Rehabilitation Act of 1973, and its implementing regulations, requires all services provided directly by the department, or by contract, to be delivered as to not discriminate on the basis of disability in admissions, access, treatment, or employment.
3. The Age Discrimination Act of 1975, and its implementing regulations, requires all services provided directly by the county, or by contract, to be delivered as to not discriminate, on the basis of age, in the provision of services, unless age is a factor necessary to normal operations or an identified, population based public health objective.
4. Title II of the American with Disabilities Act of 1990. The county will not, on the basis of disability, exclude or deny a qualified individual, with a disability, from participation in, or benefits of, services it provides.

B. It is the policy of Carroll County not to discriminate or retaliate in any manner against any person because of such person's opposition to any practice declared unlawful under Title VII of the Civil Rights Act of 1964 or the Illinois Human Rights Act; or because of the filing of a charge, giving of testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964 or the Illinois Human Rights Act.

C. Carroll County is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Carroll County expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

D. ~~60-1-1.3~~ **SCOPE OF COVERAGE AND GENERAL PROVISIONS**

The Carroll County Board recognizes the appointing authority vested by various statutes, in the elected officers of the County. Nothing in these policies should be construed as avoidance of that authority; however, the appointment should be made from a field of candidates developed under the guidelines of these policies and procedures. ~~60-1-1.3-1~~ **SPECIFIC SCOPE OF COVERAGE**

The following are expressly exempt from coverage:

1. All individuals elected, and appointed officers of the County.
2. All advisory boards, commissions and committees appointed by the Carroll County Board.
3. All consultants, advisors and counsel rendering temporary professional services. Independent contractors.

4. Personnel covered under the jurisdiction of a Collective Bargaining Agreement.
  5. Probation Department personnel under the jurisdiction of the Chief Circuit Judge.
  6. All County employment positions not expressly exempt from coverage by these policies and procedures shall be subject to their provisions. Upon adoption by the County Board, these policies will become effective on the day and date adopted, and will in no way affect any sick leave, accrued vacation, or longevity time any employee has already accrued. The purpose of these provisions is to acquaint employees of all County departments with office policy and procedures so as to help them understand the provisions that have been made in their interests and which will, at the same time, enable them to maintain both quality and productivity in their work performance
- E. ~~60-1-1.2-2~~ **PREGNANCY RIGHTS** It is illegal for your employer to fire you, refuse to hire you or to refuse to provide you with a reasonable accommodation because of your pregnancy. ~~For more information regarding your rights, download the Illinois Department of Human Rights' fact sheet from our website at [www.illinois.gov/dhr](http://www.illinois.gov/dhr).~~
- If you are pregnant, recovering from childbirth, or have a condition related to pregnancy, you have the right to ask for a reasonable accommodation. This includes bathroom breaks, assistance with heavy lifting, a private space for expressing milk, or time off to recover from your pregnancy. For more information regarding your rights, download the Illinois Department of Human Rights' fact sheet from our website at [www.illinois.gov/dhr](http://www.illinois.gov/dhr).

#### ~~60-1-1.3-2~~ **CATEGORIES OF EMPLOYEES**

The purpose of this section is to standardize terminology and insure common understanding in reference to employees.

- A. County employees fall into the following classifications:
1. **EMPLOYEE.** All persons who received wages or salaries from the County. Elected and appointed officials whose positions are exempt are considered employees for purposes of benefit administration.\*\*\*needs to be explained below.\*\*\*
  2. **COLLECTIVE BARGAINING EMPLOYEES.** These employees where applicable follow guidelines within their union contract following the probationary period.
  3. **PROBATIONARY EMPLOYEES.** Those employees who are hired after adoption of these policies and are serving a six month probationary period. During this period, the employee has an opportunity to demonstrate proper attitude and abilities for the position for which employed. The employee may be dismissed or terminated from employment with proper notice without obligation during this period. Employees on probation are not eligible for any paid leave during this period; however, after the probationary period is over, benefit leave which has been accruing since beginning employment is eligible for use.
  4. **FULL-TIME EMPLOYEES.** Those employees who work for the customary number of hours weekly and 52 weeks a year for their department. All employees in this category are eligible for all employee benefits including I.M.R.F.; group insurance for employee only, paid vacations, paid sick leave, paid holidays, and entitled to worker's compensation and unemployment insurance.

5. IMRF QUALIFIED EMPLOYEES. Employees that work more than 1,000 hours annually. Employees in this category will be eligible for the following employee benefit programs: I.M.R.F., worker's compensation, and pro rata vacation and sick leave. Employees will accumulate sick leave and vacation time, but will not be permitted to utilize the time until reaching the minimum of 1,000 hours worked.
6. PART-TIME EMPLOYEES. Those employees who work less than the customary number of full-time hours weekly or less than 52 weeks a year for their department. , ~~but more than 1,000 hours annually. Employees in this category will be eligible for the following employee benefit programs: I.M.R.F., worker's compensation, and pro rata vacation and sick leave. Employees will accumulate sick leave and vacation time, but will not be permitted to utilize the time until reaching the minimum of 1,000 hours worked.~~ Effective with the passage of these policies, employees in the category may participate in the Carroll County Hospital and Medical Insurance Program Plan by paying 100% of the premium and providing proof of insurability.
7. ~~EXCEPTION. Employees in this category on the effective date of these policies, and who have been fully insured under any or all previous insurance policies, may participate in the Carroll County Hospital and Medical Insurance Plan by paying 100% of the premium and without providing proof of insurability.~~ \*\*\*I DON'T BELIEVE WE HAVE EXCEPTION EMPLOYEES, DO WE NEED THIS CATEGORY?\*\*\*
8. OCCASIONAL OR SEASONAL EMPLOYEES. Those employees who work full-time, but whose service is of limited duration, such as during the summer months only, or less than the customary number of full-time hours weekly in their department. Employees in this category are not eligible for any employee benefits except worker's compensation. Employees in this category shall not work more than 1,000 hours in each anniversary year.
9. ELECTED OFFICIALS. Elected by the public through elections. They are salaried employees and receive the following benefits from county IMRF and Health Insurance
10. APPOINTED OFFICIALS. Positions appointed by the County Board. \*\*need info on how their paid leave is accumulated and used if different from regular full time employees as under part one of this context "Employee" they are exempt

### **ARTICLE 60.3 SELECTION AND APPOINTMENT**

~~60-1-2.1~~ **MERIT PRINCIPLES.** It is the policy of Carroll County to hire the best qualified employees available for all jobs. It is also the policy to encourage a career service within the County by promoting present employees whenever possible to fill vacancies. Appointments and promotions to positions in the County shall be based on merit and fitness.

- A. No part of an application shall include questions designed to reveal political or religious affiliation, belief, national origin, sexual orientation or race of any candidate.
- B. Applications may include one or more of the following components: written test, performance test, oral test, physical test, training evaluation, experience evaluation, and evaluation for promotion.

- C. ~~60-1-2.1-4~~ — **EMPLOYMENT PHYSICAL.** All new employees shall be required to have a physical exam and drug test conducted prior to beginning of employment. The physical exam and drug testing expenses will be paid by Carroll County.

~~60-1-2.1-1~~ — **METHODS OF FILLING VACANCIES.** Department heads are responsible for the final selection and filling of authorized positions within the departments. ~~In order to provide control and to insure~~ ensure that our objective in Equal Employment Opportunity and all personnel system goals are met:

- A. Applicants hired for employment with Carroll County must meet the minimum qualifications established in the approved job description and pass a required background check. The Sheriff's Department will be responsible for any applicable background checks.
- B. ~~60-1-2.1-3~~ — **RECRUITMENT OF NEW EMPLOYEES.** All vacancies and new positions shall be filled ~~on the basis of~~ based on qualification and without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, marital status, physical or mental handicap unrelated to ability, or unfavorable (except dishonorable) discharge from military service.
- C. All employees making decisions concerning recruitment shall be instructed that equal opportunity is to be afforded to all employees and applicants.
- D. First consideration for filling all vacancies shall be given to qualified employees of Carroll County.
- E. Notification of full and/or part-time employment opportunities may be placed with area public employment agencies, a County newspaper, minority and community organizations and, when appropriate, with state and national minority organizations and institutions of higher education to encourage the referral of qualified persons.
- F. All advertisement for employment shall state that Carroll County is an Equal Opportunity Employer.

~~60-1-2.1-5~~ — **SELECTION, PLACEMENT AND PROMOTION** All selections, placement and promotion decisions shall be made without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, political affiliation, marital status, physical, or mental handicap unrelated to ability, or unfavorable discharge (except dishonorable) from military service.

- A. All persons shall be considered and selected solely on the merit of their qualifications for the position for which they have applied.
- B. All employees making decisions concerning selections, placement and promotion shall be instructed that equal opportunity will be afforded to all persons.
- C. Any testing instrument which may be used in the selection, placement and promotion of an employee shall be fully job related, equitable and identical for all persons seeking the position.
- D. Applicants for positions which involve driving a motor vehicle shall have their driving history considered.

~~60-1-2.1-2~~ **HIRING OF RELATIVES.** Elected department officials and appointed department officials are requested not to hire an applicant for part-time or full-time employment whenever said department head or an intermediate supervisor is related by consanguinity to said applicant. Such relationship shall include, but not be limited to, husband, wife, parent, brother, sister, child, stepchild, son-in-law, daughter-in-law, mother-in-law and father-in-law. This employment policy shall not be retroactive to any full-time employee currently on the Carroll County payroll at the time of adoption of this resolution by the County Board.

## ARTICLE 60.4

### ~~ATTENDANCE AND LEAVE~~ **HOURS OF OPERATION, MEETINGS, AND TRAININGS**

~~60-1-3.1~~ ~~HOURS OF WORK.~~

~~Are stated in Section 60-1-1.3-3.~~

~~60-1-1.3-3~~ ~~HOURS OF WORK- OPERATION AND BREAK PERIODS.~~

The County office hours with the exception of the Sheriff's Office and County Highway Maintenance Garage, will be from 8:30 AM to 4:30 PM, with each employee being allowed one unpaid hour for lunch. The work week is Monday through Friday.

- A. Readjustments and special schedules will be worked out under special circumstances and shall be consistent with a basic work week and any existing statutory regulations.
  - 1. A fifteen minute break may be taken each morning and afternoon, however, the employee may not leave the work facility during such periods of rest and can be called back to work at anytime. Each person involved in this break is responsible for clean-up and neatness of the area.
- B. Irregular work schedules are acceptable in appropriate situations.

~~60-1-3.1-1~~ ~~MEETINGS AND LECTURES~~ **Meeting, Lectures, and Training**

Opportunity will be given to personnel to attend conferences and meetings which will assist in maintaining and improving their qualifications. Authority to travel on County expenses to any meeting or conference must be obtained in advance from the County Board, or from the committee whose responsibility is that office, if outside the State.

- A. ~~60-1-3.1-3~~ ~~TRAINING~~ All training decisions shall be made without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, marital status, physical or mental handicap unrelated to ability, or unfavorable discharge (except for dishonorable) from military service. All employees shall be encouraged to increase their skills and job potential through participation in training and educational programs. Conference seminars and workshops shall be utilized to the maximum extent possible within budget and program restraints.
- B. Registration fees and other expenses in connection with the conference will be allowed. The most economical mode of transportation must be taken. All persons authorized to travel on County business outside of the County shall be reimbursed for meals, lodging and mileage, in accordance with the County travel policy. ~~Authority to travel on County expenses to any~~

~~meeting or conference must be obtained in advance from the County Board, or from the committee whose responsibility is that office, if outside the State.~~

- C. ~~60-1-3.1-2 PERSONAL CARS USED FOR COUNTY BUSINESS MILEAGE COMPENSATION~~  
Personnel using personal cars for County business shall be compensated for such. The per mile rate is set by the County Board and will be modified as and when economic and other conditions indicate a need for revision. Personnel driving personal cars shall report all accidents incurred while on duty to the department head. All personal vehicles being driven for County business must be adequately covered by personal liability and property damage insurance within limits, as set by the State, by the owner. Evidence of insurance must be furnished to the States Attorney Committee. In the event of an accident while on County business, the deductible amount of the policy will be paid by the County if the driver is assessed this fee.
- D. For more details on travel for the county see the County's ordinance Travel Regulations located after this Code.

#### ARTICLE 60.5 HOLIDAYS AND LEAVES OF ABSENCE

**\*\*\*\*\*PAID LEAVE FOR ALL SECTION GOES HERE WITH THE LEGAL JARON DESCRIBING IT\*\*\*\*\***

##### ~~60-1-4.1~~ HOLIDAYS- STATE AND FEDERAL

The Carroll County Board shall adopt annually the holiday schedule. A copy of the schedule shall be sent to each department head.

##### ~~60-1-4.2~~ VACATION

A specific number of hours and minutes will be earned each month as vacation time by full time employees of Carroll County ~~or part-time employees of Carroll County having worked a minimum of 1,000 hours~~ and other qualified employees. ~~per Section 60-1-1.6. It is the intended policy of Carroll County that all newly hired personnel by the County~~

- A. All vacation time must have prior approval from the employee's supervisor.
- B. **Qualified employees must** have completed at least one year of service before they can use accrued vacation time. ~~Additionally,~~
- C. After the one year employment anniversary, earned vacation may be taken in hourly increments.
- D. ~~after the one year employment anniversary date of employment,~~ employees can only carry over one (1) week or 35 hours of **unused** vacation into the next anniversary year.
- E. All vacation hours accrued in excess of 35 hours and not taken will be forfeited. ~~After the one year employment anniversary, earned vacation may be taken in hourly increments. All vacation time must have prior approval from the employee's supervisor.~~
- F. Employees will not be allowed to use vacation hours they have not earned and, therefore, may not have a negative balance of vacation hours.

- G. If an employee leaves the employment of Carroll County, he/she will be paid for the hours of earned vacation.
- H. It is the responsibility of each department head or their designee to keep permanent records of vacation time earned and taken ~~so there will be no question as to the amount of accumulated time earned or taken.~~

Vacation time will be earned at the following rates: \*\*\*\*need to check carpenter's union accrual for guidance as it has changed\*\*\*\*

- A. Personnel with more than one year and less than 6 years of continuous credited service will accrue 10 working days or 70 hours per year computed at the rate of 5.83 hours per month.
- B. Personnel with more 7 and less than 10 years of continuous credited service will accrue 13 working days or 91 hours per year computed at the rate of 7.58 hours per month.
- C. Personnel with more than 10 and less than 15 years of continuous credited service will accrue 15 working days or 105 hours per year computed at a rate of 8.75 hours per month.
- D. Personnel with more than 15 years of continuous credited service will accrue 20 working days or 140 hours per year computed at the rate of 11.66 hours per month.

#### ~~60-1-4.3~~ SICK LEAVE

The provision for sick leave is essentially a privilege and is not considered as earned leave. Evidence of abuse of this privilege may result in disciplinary action up to and including discharge.

- A. Sick leave is graded at the rate of seven (7) hours or one sick day per month accumulative. ~~In order for an employee to earn the 7 hours of sick leave per month,~~
- B. the employee must be present at work for at least 15 working days of that month to earn the 7 hours of sick leave per month.
- C. Department heads may require medical certification of illness signed by a physician. All sick time must be approved by department heads and may be taken as follows:
  1. In hourly increments.
  2. For personal illness.
  3. For the illness of an immediate family member who requires the employee's personal care and attention.
  4. Enforced quarantine.
  5. Accumulated sick leave may be taken as a result of pregnancy and child birth or in the case of adoption.
    - The normal amount of sick leave taken in such instances will be six weeks. However, this period of time may be extended on advice of the attending physician or with the approval of the department head .
  6. On-the-job injuries.
    - Any employee who sustains injury on the job shall have the option to use his sick leave and/or vacation time, thereby extending his period of entitlement to full pay.

- Employees who sustain on the job injuries shall be entitled to benefits under the Workman's Compensation Act. In order to receive these benefits, injured employees shall report the injury without delay to their immediate supervisor, along with the director, and fill out an injury report.
- The employee shall have the option to apply for disability compensation under the terms of the Illinois Municipal Retirement Fund if they are covered there or under any other pension fund where applicable.
- While the employee is receiving full pay from the county, any payments for lost time that are an obligation of Workman's compensation or any other insurance carried by the county, including I.M.R.F. payments, shall be turned over to the County.
- Payments for lost time for injury that are made by the insurance company after the County ceases to pay any compensation to the employee shall go directly to the employee, as well as any settlement for partial or permanent disability.

~~60-1-4.4~~ 60-1-4.4 EXCUSED AND UNEXCUSED ABSENCES.

- A. Family related absenteeism. Other than time off per Section 60-1-4.3-C shall be chargeable to vacation time earned. In every case, the department head should be notified prior to the absenteeism.
- B. Jury Duty. In the case of employees who have been called for jury service, the employee shall be paid full compensation for the period of jury service, provided the employee goes to the office and works during those office hours his services are not required in court. An employee MUST return the jury pay he receives, which is subsequently deposited in the General Fund.
- C. Witness. An employee subpoenaed to serve as witness is paid for time lost, but must return to work when service is not requested. The employee MUST return the fee, which is returned to the General Fund.
- D. Weddings. Not an excused absence, employee must use vacation time.
- E. Family and Medical Leave Act. Carroll County will adhere to the Federal Family Leave Act.
- F. Personal Leave of Absence. A personal leave of absence may be granted in addition to the absence for disability. A personal leave is an UNPAID leave up to a maximum of two months.
- G. Unpaid Absence. Unpaid absences shall be allowed at the discretion of the department head.
- H. Return to Work. Any Employee should give the department head two weeks notice of their intention to return to work. They must have a statement from their physician that they are physically able to return to work. Upon return to work, they will return to their former position or one similar to it at their former rate of pay. Vacation, sick leave, and other rights will be reinstated upon return to work.

- I. ~~Termination~~. Voluntary Quit / Termination. Any employee will be terminated as a voluntary quit if they do not return to work when certified by their physician, unless other arrangements have been made. The termination date will be the last day the employee worked.
  - 1. If employee fails to also communicate with supervisor for a consecutive number of days of their absence or does not show up without reason to work for 3 days this will be a result of a voluntary quit. The termination date will be the last day the employee worked.
- J. Funerals. Time will be allowed for the attendance at a funeral of one's immediate family, which would include: mother, father, husband, wife, children, brother, sister, mother-in-law, father-in-law, and grandparents. The maximum allowance will be four working days. Extenuating circumstances concerning funerals may be considered by department head. \*need to mention if automatically paid for or if "paid time off hours" need to be used\*\*
- K. Maternity leave: Accumulated sick leave may be taken as a result of pregnancy and child birth or in the case of adoption. The normal amount of sick leave taken in such instances will be six weeks. However, this period of time may be extended on advice of the attending physician or with the approval of the department head . IMRF disability can be utilized when necessary if accumulated leave does not cover the full 6 weeks or longer.

~~60-1-4.4-1~~ — BENEFITS INSURANCE WHILE ON LEAVE.

An employee who is on approved unpaid leave of absence shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and if desired, for dependent coverage.

~~60-1-4.5~~ MILITARY LEAVE.

- A. Eligibility. A full-time, permanent employee who is a member of the National Guard or Federal Reserve.
- B. Weekly Military Drill including National Guard. Permission to be absent WITHOUT pay will be granted for necessary hours.
- C. Annual Training Camps. (Ready Reserve, National Guard, etc.) The County will grant a leave of absence for encampment.
  - 1. An employee attending an annual training encampment will receive supplemental pay for two weeks.
  - 2. The amount of supplemental pay will be the difference between the employee's regular pay (base rate) and the total military entitlements for the 14 day period.
  - 3. The employee may elect to schedule vacation days during this period.
  - 4. The employee will receive the supplemental pay in addition to payment for vacation.
  - 5. There shall be no supplemental pay for any other form or period of training.
- D. Emergency Duty Call by the Governor for National Guard. (floods, riots, strikes, and the like) An employee will be given a leave of absence. Full salary will be paid.

~~60-1-5.1~~ GROUP HOSPITAL INSURANCE.

Each employee who contributes to I.M.R.F. and works 30 hours per week is eligible to enroll in the Hospital and Medical Insurance Plan. Any employee who is ineligible for I.M.R.F. because of age is covered by the Hospital and Medical Insurance Plan. Any part time employee ~~eligible under section 60-1-1.6-A(4)~~ is eligible to enroll in the plan at their own costs.

Employees shall be eligible for the Hospital and Medical Insurance Plan on the first day of the month following completion of 30 days of full-time employment.

Each employee who is covered may include his family in the group plan by paying the additional premiums as a payroll deduction. The members of a family so covered do not have the life insurance coverage of the policy. All employees and family members, if covered, receive equal hospital and medical benefits.

60-1-5.2 EMPLOYEE RETIREMENT PLAN.

- A. The County is a participating member of the Illinois Municipal Retirement Fund (I.M.R.F.). ~~60-1-5.2-1 COVERAGE.~~ The I.M.R.F. covers the following employees:
1. Employees who occupy a job normally requiring 1,000 hours or more per year.
  2. Employees who are paid on a regular payroll from County Funds.
  3. Employees who were under 60 when first entering employment.
  4. Employees who are not covered by another state-created retirement system for the same service.
- B. Employees not qualifying under "A" are considered as "non-participating employees" and are covered under Social Security.

~~60-1-5.2.2~~ CONTRIBUTIONS. C. Contributions

Every employee working in a position which requires 1,000 hours or more per year is required by law to become a participating member of the I.M.R.F. Every such employee contributes as a payroll deduction a percentage of his gross wage to the fund. This contribution covers both retirement and Social Security. The County is also required by law to contribute to the Retirement Fund and Social Security.

~~60-1-5.2.3~~ METHOD OF CONTRIBUTION. D. Method Of Contribution

Employee contributions to the I.M.R.F. shall be paid by the County Board on behalf of all of the employees enrolled in the fund. Payment shall be made by reducing the amount of gross earnings payable to the employees by the amount of the contributions and making payment of this amount directly to the Fund. Payment of the employee contributions provided shall be effective for all compensation paid by employees.

~~60-1-5.2.4~~ BENEFITS. EARNED PENSION

A pension is earned with eight or more years of service. A death benefit is earned with one or more years of service. All contributions made by the employee to the Fund (except Social Security contributions) are refundable to any employee who discontinues employment with less than eight years

of service. ~~The Services Committee will attempt to answer any questions employees may have concerning the retirement program.~~

## **ARTICLE 60.7 ON-THE-JOB BEHAVIOR**

### I. ~~60-1-1.2-2.1~~ SEXUAL HARASSMENT

The Carroll County is committed to providing a workplace that is free from all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct which may result in disciplinary action up to and including dismissal. Sexual harassment could also subject this Carroll County and, in some cases, an individual to substantial civil penalties.

The Carroll County's policy on sexual harassment is part of its overall affirmative action efforts pursuant to federal and state laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability, and gender. Specifically, sexual harassment is prohibited by Title VII of the Civil Rights Act of 1964 and the Illinois Human Rights Act.

Each employee of this Carroll County must refrain from sexual harassment in the workplace. No employee - male or female - should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisors and managers to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive, or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment must be investigated in a prompt and effective manner.

All employees of this Carroll County, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this policy and to abide by the requirements it establishes.

#### Definitions.

- A. "Employee" means a person employed by the Carroll County, whether on a fulltime or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer regarding the material details of how the work is to be performed but does not include an independent contractor.
- B. "Employer" means Carroll County.
- C. "Officer" means a person who holds, by election or appointment, an office in Carroll County, regardless of whether the officer is compensated for service in his or her official capacity.
- D. "Sexual Harassment" means any unwelcome sexual advances, requests for sexual favors or any conduct of a sexual nature when:
  1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
  2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
  3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working

environment. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991.

- E. "Working environment" is not limited to a physical location an employee is assigned to perform his or her duties.

#### ~~60-1-1.2-2.2~~ Prohibition on Sexual Harassment.

- A. Each Employee and officer of Employer has the responsibility to refrain from sexual harassment in the workplace and is prohibited from engaging in conduct that constitutes sexual harassment.
- B. Conduct which may constitute sexual harassment includes:
  - 1. Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
  - 2. Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
  - 3. Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
  - 4. Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
  - 5. Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).
- C. The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is subtler and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."
  - 1. While the most commonly recognized forms of sexual harassment involve the types of conduct described above, non-sexual conduct can also constitute a violation of the applicable laws when that conduct is directed at the victim because of his or her gender (for example, a female employee who reports to work every day and finds her tools stolen, her work station filled with trash and her equipment disabled by her male co-workers because they resent having to work with a woman).
  - 2. The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."
  - 3. For this reason, every manager, supervisor and employee must remember that seemingly "harmless" and subtle actions may lead to sexual harassment complaints. The use of terms such as "honey", "darling" and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level. And while use of these terms by an individual with authority over a female employee will rarely constitute an adverse employment action, it may lead to the creation of a hostile work environment.
  - 4. Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:

- "That's an attractive dress you have on."
- "That's an attractive dress. It really looks good on you."
- "That's an attractive dress. You really fill it out well."

The first statement appears to be simply a compliment. The last is the most likely to be perceived as sexual harassment, depending on individual perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach or to err on the side of caution. Sexual harassment is unacceptable misconduct, which affects both genders. Sexual harassment will often involve a man's conduct directed at a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

#### D. RESPONSIBILITY OF INDIVIDUAL EMPLOYEES

Each individual employee has the responsibility to refrain from sexual harassment in the workplace.

An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct.

The harassing employee will be subject to disciplinary action up to and including discharge in accordance with company policy or any applicable collective bargaining agreement, as appropriate.

#### E. RESPONSIBILITY OF SUPERVISORY PERSONNEL

Each supervisor is responsible for maintaining the workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct. It must be remembered that supervisors are the first line of defense against sexual harassment. By setting the right example, a supervisor may discourage his or her employees from acting inappropriately. In addition, supervisors will often be the first to spot objectionable conduct or the first to receive a complaint about conduct which he or she did not observe.

The courts and the Illinois Human Rights Commission have found that organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with an organization, such as a contractor, customer, sales representative, or repair person).

Liability is either based on an organization's responsibility to maintain a certain level of order and discipline among employees, or on the supervisor, acting as an agent of the organization. It should be noted that recent United States Supreme Court cases involving sexual harassment claims against supervisors have made the employer's liability for supervisors' actions even stricter. Therefore, supervisors must understand that their adherence to this policy is vitally important; both with regard to their responsibility to maintain a work environment free of harassment and, even more importantly, with regard to their own individual conduct. The law continues to require employers to remain vigilant and effectively remedy sexually harassing conduct perpetrated by individual(s) on their coworkers. Supervisors must act quickly and responsibly not only to minimize their own liability but also that of the company. Specifically, a supervisor must address an observed incident of sexual harassment or a complaint, with equal seriousness, report it, take prompt action to investigate it, implement appropriate disciplinary action, take all necessary steps to eliminate the harassment and observe

strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint.

Also, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

Furthermore, managers/supervisors should remind employees, on a regular basis, that their incoming and outgoing electronic messages on employer owned/issued equipment are subject to monitoring and that employees have no expectation of privacy on employer owned/issued electronic equipment. Inform employees that if they are subjected to inappropriate electronic communications while at work or on employer- owned equipment, or even on their personal cell phones and computers, that they should contact their supervisor or Human Resources immediately. Advise managers, supervisors, and employees not to "friend" each other on social networks and to limit their electronic messages to relevant business matters. Investigate complaints on a case-by case basis and remind employees of the company's code of conduct and ethics rules if applicable.

#### ~~60-1-1-2-2.3~~ Reporting an Allegation of Sexual Harassment

- A. An employee who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee and her/his supervisor, or to the County Administrator.
- B. It is not necessary for sexual harassment to be directed at the person making a complaint.
- C. During the occurrence of an incident of sexual harassment or following reporting, the Employer may document or record each incident. (what was said or done, the date, the time, and the place). Additionally, the Employer may collect and/or compile related written records such as letters, notes, memos, electronic messages, and telephone messages.
- D. All charges, including anonymous complaints, will be accepted and investigated regardless of how the matter comes to the attention of the Employer. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.
- E. Proper methods of reporting conduct believed to be sexual harassment include the following:
  1. Electronic/Direct Communication. If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
  2. Contact with Supervisory Personnel. At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor or the County Administrator. If the harasser is the immediate supervisor; the problem should be reported to the next level of supervision or the County Administrator.

3. Formal Written Complaint. An employee may also report incidents of sexual harassment directly to the County Administrator. The County Administrator will counsel the reporting employee and be available to assist with filing a formal complaint. The Employer will fully investigate the complaint and advise the complainant and the alleged harasser of the results of the investigation.
4. Resolution Outside Employer. The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days. In addition, an appeal process is available through the Illinois Human Rights Commission, (IHRC) after IDHR has completed its investigation of the complaint. Where the employing entity has an effective sexual harassment policy in place and the complaining employee fails to take advantage of that policy and allow the employer an opportunity to address the problem, such an employee may, in certain cases, lose the right to further pursue the claim against the employer.

#### ADMINISTRATIVE CONTACTS

Illinois Department of Human Rights (IDHR) Chicago: 312-814-6200 or 800-662-3942

Chicago TTY: 866-740-3953

Springfield: 217-785-5100

Springfield TTY: 866-740-3953

Marion: 618-993-7463

Marion TTY: 866-740-3953

Illinois Human Rights Commission (IHRC) Chicago: 312-814-6269

Chicago TTY: 312-814-4760

Springfield: 217-785-4350

Springfield TTY: 217-557-1500

United States Equal Employment Opportunity Commission (EEOC) Chicago: 800-669-4000 Chicago TTY: 800-869-8001

- F. All reports shall be received and handled as confidential to the extent permitted by law and subject to any disclosure requirements pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).
- G. The employee experiencing what he or she believes to be sexual harassment must not assume that the Employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the Employer will not be presumed to have knowledge of the harassment.

#### ~~60-1-1.2-2.4~~ Prohibition Against Retaliation for Reporting Sexual Harassment

- A. An Employee shall not be retaliated against by the Employer or the Employees or Officers of the Employer due to the Employee's:
  1. Disclosure or threatened disclosure of any violation of this policy,

2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
  3. assistance or participation in a proceeding to enforce the provisions of this policy.
- B. No individual making a report will be retaliated against even if a report made in good faith is not substantiated.
  - C. The Employer will take reasonable steps to protect from retaliation any Employee or Officer who is a witness.
  - D. Supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.
  - E. Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:
    1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
    2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
    3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.
  - F. Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).
  - G. According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.
  - H. An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge - due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

#### ~~60-1-1.2-2.5~~ Consequences

- A. In addition to any and all other discipline that may be applicable pursuant to the Employer's policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the Employer and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the Employer shall be separate and distinct from any

penalty imposed by any ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

- B. False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. A false and frivolous charge is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable COUNTY policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.
- C. Any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

## II. ~~60-1-5.3~~ SAFETY RESPONSIBILITIES.

It is the intention of Carroll County to provide a safe and healthy working environment for all employees. In keeping with the policy, the following duties will be enforced:

- A. ~~60-1-5.3-1~~ Department Head/Supervisor/Foreman Assume Full responsibility for safe and healthy working conditions for all employees.
  - 1. Ensure that all management policies herein are fully implemented for maximum efficiency of each job.
  - 2. Take the initiative in recommending corrections of deficiencies noted in facilities and work procedures that affect County loss control efforts.
  - 3. Be firm in enforcement of work policies by being impartial in taking disciplinary action against those who fail to conform and by being prompt to give recognition to those who perform well.
  - 4. Ensure that each employee is fully trained for the job assigned and that the employee is familiar with published work rules.
- B. ~~60-1-5.3-2~~ Employee

Each Employee shall be fully responsible for implementing the provisions of the safety program as it pertains to operations. The responsibilities listed are minimal, and they shall in no way be construed to limit individual hazards.

- A. All unsafe conditions are to be reported to the immediate supervisor.
- B. Keep work areas clean and orderly at all times.
- C. Report all accidents immediately to the supervisor.
- D. Avoid engaging in any horseplay, and avoid distracting others.
- E. Learn to lift and handle material properly. Each employee working at a hazardous job shall in addition:
  - 1. Obey all safety rules and follow published work instructions. If any doubt exists about the safety of doing a job, stop and get instructions from the supervisor before continuing work.
  - 2. Only operate equipment that has been authorized by the supervisor.

3. Use only the prescribed equipment for the job and handle it properly.
4. Wear required protective equipment when working in hazardous operations area. Dress safely and sensibly.
5. Take an active part in the safety program.

#### ~~60-1-6.1~~ GENERAL RULES OF CONDUCT.

It is the purpose of this policy to attempt to provide a framework for the proper conduct of county employees while on the job. It is further intended that discipline, where justified, be meted out in an equitable and imaginative manner. Finally, it is intended that within very broad and general guidelines, department heads and authorized supervisors are responsible for the implementation of this policy within their specific jurisdictional work area.

- A. Work supervisors or department heads should be certain that new employees are aware of existing work rules. This should be done during the employee's initial orientation and should be repeated at the end of the probationary period.
- B. Employees will be provided with a personnel ordinance which will discuss all inappropriate working behavior. In addition, department heads or supervisors will discuss departmental rules with new employees and periodically with all employees as the need arises.
- C. Employees are expected to follow the regulations set forth in the personnel rules and directions of their supervisor. When an employee fails to follow these rules or disobeys the supervisor, that employee becomes subject to disciplinary action. Causes for reprimand, written or verbal, demotion, suspension, or dismissal include, but are not limited to the following reasons:
  1. Repeated tardiness.
  2. Leaving duty prior to the end of the assigned shift.
  3. Failure to complete duties as assigned.
  4. Failure to request leave in the authorized manner.
  5. Abuse of leave.
  6. Failure to report absence in the authorized manner.
  7. Discourtesy or disrespect to a member of the public or a County Official.
  8. Any safety violation.

While this list is not comprehensive, it is sufficient to demonstrate the types of behavior that may indicate an improper attitude toward the job.

#### ~~60-1-6.1-1~~ Serious Violations.

Certain violations of rules are more serious than others. An employee may be immediately terminated for any of the following reasons:

- A. Intoxication while on duty from alcohol or other substance.
- B. Carrying a firearm other than by authorized personnel.
- C. Failure to follow specific order by a supervisor.
- D. Willful destruction of County property and/or public records.
- E. Theft of County property and/or public records.
- F. Fighting with or assault upon fellow employees or supervisors.
- G. Willful misrepresentation or concealment of any fact requested during hiring process.
- H. Harassment/Sexual Harassment.
- I. Gross misconduct other than items listed above.
- J. Upon conviction of a felony.

### III. ~~60-1-6.7~~ CONFIDENTIALITY AND LOYALTY.

All employees are prohibited from directly or indirectly using or allowing the use of official information obtained through, or in connection with, employment with the County which has not been made available to the general public, for the furtherance of any private interest. Violation of this principle is a serious matter and will result in immediate disciplinary action as outlined in sections 60-1-6.2, 60-1-6.3 and 60-1-6.4.

### IV. ~~60-1-6.1-2~~ ZERO TOLERANCE DRUG AND ALCOHOL-FREE WORKPLACE

Carroll County has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug use and abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, Carroll County is committed to the elimination of drug and/or alcohol use and abuse in the workplace through the adoption of a zero-tolerance drug and alcohol workplace policy.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment of Carroll County.

### ~~60-1-6.1-3~~ EMPLOYEE ASSISTANCE AND DRUG-FREE AWARENESS

- A. Illegal drug use, drug abuse and alcohol misuse have several adverse health and safety consequences, information about those consequences and sources of help for drug/alcohol problems is available from the County Administrator, who has been trained to make referrals and assist employees with drug/alcohol problems. Carroll County will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to:
  - 1. use accrued paid time off,
  - 2. placed on leaves of absence,
  - 3. referred to treatment providers and otherwise accommodated as required by law.
  - 4. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously.
  
- B. Employees should report to work fit for duty and free of any adverse effects of illegal drugs, drugs or alcohol. This policy does not prohibit employees from the lawful use and possession or prescribed medications, including medicinal cannabis. Employees must, however, consult with their doctors about the medications' effects on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

### ~~A. Employee Assistance and Drug-Free Awareness~~ **Repeated**

~~Illegal drug use, drug abuse and alcohol misuse have several adverse health and safety consequences, information about those consequences and sources of help for drug/alcohol problems is available from~~

~~the County Administrator, who has been trained to make referrals and assist employees with drug/alcohol problems.~~

~~Carroll County will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously.~~

~~Employees should report to work fit for duty and free of any adverse effects of illegal drugs, drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications, including medicinal cannabis. Employees must, however, consult with their doctors about the medications' effects on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.~~

- C. Work Rules -- The following work rules apply to all employees. Whenever employees are working, are operating any Carroll County vehicle, are present on county premises, are on-call, or are conducting related work off-site, they are prohibited from:
  - 1. using, possessing, buying, selling, manufacturing or dispensing any illegal drug
  - 2. being under the influence of alcohol, cannabis or any illegal drug as defined in this policy
  - 3. smoke, consume, store or otherwise use cannabis in the workplace
  - 4. being under the influence of prescribed medications that adversely affect the employee's ability to safely and effectively perform their job duties.
- D. The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing County business or while in a County facility is prohibited. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.
- E. Carroll County will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked. The Employer and employee must adhere to all provisions of the Compassionate Use of Medical Cannabis Program Act (410 ILCS 130).

~~Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.~~

#### A. Required Testing

Carroll County retains the right to require the following tests.

### 1. **Pre-employment** Questioning whether we need pre-employment testing. If no, omit this section

Applicants must pass a drug test upon acceptance of an offer of employment and before beginning work. Positions governed by the Department of Transportation and other federally regulated (49 CFR 40.151(e)), safety-sensitive positions will require applicants to test negative for illegal substances as well as cannabis. A positive test for cannabis that would result in the Employer losing a federal or state contract will result in disqualification of further employment consideration. Refusal to submit to testing will result in disqualification of further employment consideration.

## 2. Reasonable suspicion

Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. Management must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs, alcohol or legal substances that are adversely affecting the employee's ability to safely and effectively perform their job duties. Examples include:

- a. Odors (smell of alcohol or cannabis, body odor or urine).
- b. Movements (unsteady, fidgety, dizzy).
- c. Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- d. Facial appearance (flushed, sweating, confused or blank look).
- e. Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- f. Emotions (argumentative, agitated, irritable, drowsy).
- g. Actions (yawning, twitching).
- h. Inactions (sleeping, unconscious, no reaction to questions).
- i. Negligence or carelessness in operating equipment or machinery
- j. Disregard for the safety of the employee or others
- k. Involved in any accident that results in serious damage to equipment or property
- l. Carelessness that results in any injury to the employee or others

When reasonable suspicion testing is warranted, both management and HR will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within one hour. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment.

If discipline results due to the suspicion that the employee is under the influence or impaired by cannabis, the Employer will afford the employee a reasonable opportunity to contest the basis of the determination.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for transportation and arrange for the employee to be transported home.

## 3. **Random** Given the cost of testing, do we need this. Are we going to start random testing? **If no, omit this section**

The County may randomly test employees for compliance with its drug and alcohol-free workplace policy. Random testing means employees will be selected for testing using a computer-based, random-number generator. This will result in an equal probability that any employee from the entire group of employees will be tested.

Testing must be completed on the same workday the employee is selected, absent extenuating circumstances. In all circumstances, testing must be completed within 2 hours of selection. If an employee selected for testing is unavailable for a legitimate reason such as an extended medical

absence, human resources will document the circumstances for failure to test. The Employer has no discretion to waive the selection of an employee selected at random.

Employees must advise the testing lab of all prescription drugs taken in the past month before the test and must be prepared to show proof of such prescriptions upon request.

Where the employee believes that the positive test result was affected by taking lawful or prescribed substances not in violation of company policy, the employee may be suspended without pay pending substantiation of the employee's claims. Employees will be provided no more than two business days in which to produce this additional information.

#### 4. Post-accident/Injury

Employees are subject to testing when they cause or contribute to accidents that seriously damage a County vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a Employer forklift, pickup truck, overhead crane or aerial/man-lift) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within one hour following the accident, if not sooner. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for transportation and arrange for the employee to be transported home.

#### B. Collection and Testing Procedures

Employees subject to alcohol testing will be transported to a facility designated by Carroll County and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

~~Applicants and~~ employees subject to drug testing will be transported to a testing facility designated by Carroll County and directed to provide urine specimens.

~~Applicants and~~ employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of **cannabis**, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphene use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

#### C. Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future. **\*\*possibly removed if omitting pre-employment\*\***

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug, cannabis or alcohol in violation of this policy will be terminated. If the employee refuses to be tested, yet the County believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Employees who test positive, or otherwise violate this policy, will be terminated. Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of management, a union representative (if requested), and HR. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

#### D. Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the County shall be kept confidential to the extent required by law and maintained in secured files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

#### E. Inspections

Carroll County reserves the right to inspect all portions of its premises for drugs, alcohol, or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas, and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

#### F. Crimes Involving Drugs

Carroll County prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug, cannabis or alcohol in or on county premises or while conducting county business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected. As a condition of employment, each employee shall agree to notify his/her supervisor of his/her conviction of any criminal drug statute for a violation occurring on the department premises or while performing work for the department, no later than five (5) days after a conviction.

Employees shall be informed of the dangers of drug and alcohol abuse in the workplace and about the Carroll County policy of maintaining a drug and alcohol- free workplace.

"Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by Carroll County or any site on which Carroll County is conducting business.

"Controlled Substance" is a substance which is defined as a controlled substance in the Illinois Controlled Substance Act (720 ILCS 570/1 et seq).

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do

so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

"Under the influence of drugs" means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

#### G. Enforcement of Drug Free Policy

Carroll County Officials are responsible for policy interpretation, administration and enforcement.

### ~~60-1-6.2~~ Article 60.8 DISCIPLINE PROCEDURE.

It may often be in the best interest of Carroll County to follow corrective discipline activities on the part of the employer, rather than to consistently offer punishment.

The essence of this policy is that it is the supervisor and/or the department head's responsibility to imaginatively enforce correction for unacceptable employee behavior. There are many avenues available to positively enforce corrective discipline. These include counseling (talking to the employee), seeking outside assistance, and making the employee part of the organization's decision making process. Of course, there will be instances where positive discipline is not an acceptable method. In these cases, written notification or reprimand, suspension, demotion, and/or ultimately dismissal or recommendation of dismissal may have to be used.

- A. ~~60-1-6.2.1~~ The department head or work supervisor should imaginatively and consistently meet out corrective discipline. Care should be taken to treat each case based on the facts of that case and not on similar or like circumstances occurring in the past. Consideration should be given to the following:
1. What is the purpose of the rule/regulation?
  2. What evidence do we have that the employee knew and understood the rule?
  3. What evidence do we have that the employee knew of possible penalties for violating the rule?
  4. What is the nature of the in-house hearing for the employee to answer the allegation of rule violation?
  5. What evidence is available that the employee violated the rule?
  6. If the evidence established that the employee violated the rule, what corrective action will be given in this case?
  7. What precedents do we have that the violations merit the penalty given?
  8. What evidence do we have that all employees who have violated the same rule have been so accused and, if found in violation, have received similar penalties?

- B. ~~60-1-6.2-2~~** Corrective discipline should follow a consistent pattern. All corrective discipline should use the following steps:
1. One-on-one counseling, and if indicated, assistance in solving a problem area should be given prior to the initiation of any disciplinary action.
  2. Oral reprimand (warning) should be given prior to initiation of a disciplinary action (unless it is serious or is cause for dismissal).
  3. Written reprimand (warning) or correction should be given to the employee after a recurrence of the action. A copy of this should be sent to the County Board Chairman for inclusion in the employee's personnel file. Employees should sign a dated statement that he/she received notification.
  4. Disciplinary suspension should follow a repeated failure of the employee to correct his/her actions. Disciplinary suspension may also be used for first offense which is of an extraordinary nature. In general, suspension of from one to three days WITHOUT PAY is sufficient to produce improved behavior. In any event, suspension may never exceed 30 days in any one year commencing with the first day or any first suspension.
- C. ~~60-1-6.2-3~~** FINAL ACTION. Demotion or discharge is the final action.
1. ~~60-1-6.2-4~~ Employees will have the opportunity to file a grievance against suspension, demotion or discharge. (See Article 8)
  2. ~~60-1-6.2-5~~ Department heads and work supervisors are responsible for providing written documentation on disciplinary action taken against employees.

Article 60.9

~~60-1-6.3~~ OUTSIDE OTHER EMPLOYMENT.

No permanent full-time or part-time employee shall engage in outside employment which is not compatible with the full and proper discharge of duties and responsibilities of his/her position or which tends to impair the capacity to perform his/her duties and responsibilities in an acceptable manner. Certain positions are of a sensitive nature requiring public trust. The County must assure that no conflict occurs, that no unauthorized use of position or County facilities or property takes place, and that all employees are able to fully discharge all duties and responsibilities for which they are being paid.

- A. A full-time employee wishing to engage in outside employment, or an employee at time of implementation of this policy now so employed and wishing to continue his outside employment, should discuss the outside employment with his department head.
1. ~~60-1-6.3-1~~ If the department head disapproves of the employment, a copy of the notice and reasons for disapproval shall be sent to the employee and to the County Board Chairman for inclusion in the employee's personnel file.
  2. ~~60-1-6.3-2~~ Caution should be used in exercising the right to disapprove outside employment. Department heads should be convinced that a genuine conflict of interest would occur.

~~60-1-6.3-3~~ INTERNAL REGULATION—Multi-Department Employment

Part-time employment within the full-time employee's own department or within another unit of County government is discouraged. Persons so employed at the time of implementation of these policies and procedures may continue such employment under the following conditions:

- A. The full-time hours worked and the part-time hours worked must be reported separately and paid from separate funds. In the event of employment in the same department, a separate line item must be developed for the part-time payment.
  - 1. No benefits will accrue to the part-time hours worked except I.M.R.F. contributions.
- B. A part-time employee may work in two or more departments up to the total of 30 hours per week.

~~60-1-6.4~~ RESTRICTION OF POLITICAL ACTIVITIES.

No County employee shall engage in political activities during working hours.

No County employee shall use his/her position or the authority of his/her office to solicit contributions or any other support of partisan political activities.

No county employee shall be intimidated into supporting or contributing to partisan political activities.

Any violation of this rule is cause for suspension or dismissal.

Outside of working hours, there shall be no restriction on political activities, except employees under federal grants covered by the Hatch Act.

~~60-1-6.6~~ CONFLICT OF INTEREST.

Except as otherwise authorized or provided by the Illinois Revised Statutes, Carroll county Resolution, or action of the Carroll County Board, no employee of the County shall have any substantial interest, direct or indirect, or engage in any business transaction or professional activity, or incur any obligation of any nature which is in conflict with the proper discharge of his duties in the public interest.

No employee of the County shall use his position to secure special privileges or exemptions, personally or for others.

**Article 60.10**

~~60-1-6.5~~ **USE OF COUNTY PROPERTY AND FACILITIES**

- A. ~~60-1-6.5-1~~ Use of County vehicles, equipment, supplies and tools.
  - 1. County vehicles, equipment, supplies or tools shall not be used for private and unauthorized purposes.
  - 2. Employees shall be responsible for the care and conservation of County vehicles, equipment, supplies or tools and shall promptly report accidents, breakdowns or malfunctions of any unit in order that necessary repairs be made.

3. In using the County's vehicular equipment, employees must keep in mind the fact that they are representatives of the County government and that their conduct in adhering to the rules of safety and courtesy on the road is a reflection on the entire organization and its level of law enforcement. Thus, it is imperative that such employees abide by these rules and customs.
  4. Where it is permitted that County vehicles be driven to and from work and/or stored at the employee's residence, they shall not be used except in the line of work. Under no circumstances may any unauthorized person operate the vehicle. Non-compliance with this rule shall result in immediate disciplinary action as specified in sections ~~60-1-6.2, 60-1-6.3 and 60-1-6.4~~
- B. ~~60-1-6.5-2~~ OTHER PROPERTY COUNTY EQUIPMENT - Employees are required to return all County property or equipment in their possession upon separation from employment, promotion and/or transfer to another department. The employee's final paycheck will be withheld until such time as this is satisfactorily accomplished.
- C. ~~60-1-6.5-3~~ USE OF COUNTY TELEPHONE AND/OR ELECTRONIC COMMUNICATION DEVICES
1. Employees are permitted to place and receive personal calls and emails under a general policy of courtesy and common sense. This is a privilege and not a right that may be withdrawn by the department head if abused through excessive use or if telephoning/emailing causes interference with work duties.
  2. An employee wishing to make a long distance personal call should get the permission of his supervisor and/or use personal cell phone. Personal calls should be made during the employee's break period. In case of utilizing County telephones, they should reimburse the County for the call.
  3. The use of County electronic and/or telephonic equipment should be viewed as a privilege, not a right of employment.

## ARTICLE 60.11

### TERMINATIONS SEPATATIONS

#### ~~60-1-7.1~~ I.M.R.F TERMINATIONS

#### 60-1-7.1-1 I.M.R.F. SEPARATION BENEFIT AND RETIREMENT PENSION APPLICATION.

The purpose of this section is to apprise employees of all entitlements and benefits they may be eligible to receive from I.M.R.F.

- A. Retirements. In order to be eligible for an I.M.R.F. pension, the employees must be at least 55 years old and have completed eight years of service. The amount of a pension is determined by the length of service of the employee and his/her average earnings.
  1. Retiring employees should be directed to the I.M.R.F. agent at least six months prior to the expected date of retirement. In addition to the completion of necessary forms, the I.M.R.F. agent shall brief such employees relative to the procedure to be followed in applying for Social Security benefits, if applicable.

2. Employees desiring to know the amount of their pension from I.M.R.F. may contact the Office of the Treasurer one month prior to the expected date of retirement and receive an estimate of the benefit amount.
  3. Retiring employees will be eligible for compensation for any earned but unused general leave accrual.
- B. Separation of benefit other than retirement. To be eligible to receive a refund of their own I.M.R.F. contributions when they stop working as I.M.R.F. participants:
1. Employees shall be under age 55, irrespective of length of service.
  2. Employees shall have completed less than eight years of service irrespective of age.
  3. The employee shall be over age 55, but have a pension less than \$30.00 a month.
- C. The separation benefit is a refund of the employee's own I.M.R.F. contribution. No interest is paid with a separation refund, nor are the employer I.M.R.F. contributions refunded to the employee.
1. The employee should fill out the appropriate I.M.R.F. refund form through the Office of the Treasurer who will, immediately upon the employee's termination, submit the notice of termination of employment form. Payment is normally made within three or four weeks after I.M.R.F. has received this information.
  2. An employee need not withdraw his/her contributions. If he/she has eight or more years of service, he/she may draw a pension at age 55 or thereafter. If he/she has less than eight years of service, he/she may earn a pension by future service under I.M.R.F. or another Illinois public pension system.

This separation policy applies to all terminations excluding retirement.

#### ~~60-1-7.1-2~~ EMPLOYMENT RESIGNATION -VOLUNTARY.

- A. An employee may resign from County employment by presenting his/her resignation in writing to his/her department head. To resign in good standing, an employee must give the department head at least 14 calendar days notice.
1. The department head may, at his/her option, choose to set the date for actual termination prior to the end of 14 calendar days.
  2. Upon approval of the department head, an employee may withdraw his/her resignation no later than ten calendar days after the date the resignation notice is submitted, unless provision for a replacement has already been made.
- B. In order to establish a uniform policy regarding resignation, the following procedure will be used:
1. The department head shall make sure that all County property and equipment in the possession of the employee, including keys, tools, uniforms, insurance cards, etc., are returned to the department prior to the employee's departure.
  2. Resigning employees giving two weeks notice will be eligible for compensation for any earned but unused vacation leave accrual. Unused accrued vacation will be paid only if proper notice of termination is given.
  3. An employee leaving in good standing is eligible for re-employment at a later date.

#### ~~60-1-7.1-3~~ EMPLOYMENT RESIGNATION-INVOLUNTARY.

An employee shall be regarded as having resigned a position if able to notify the immediate supervisor of the reason for the absence, but fails to do so for three consecutive working days. Such an employee forfeits the right to any accrued benefit payments. Compensation owed to the employee for actual time worked during the pay period, including the resignation, will be paid on the appropriate pay day.

~~60-1-7.1-4~~ DISMISSAL. Employees in an initial probationary status may be dismissed at any time at the discretion of the department head. (This policy does not apply to any employee serving a probationary period following a transfer or promotion.)

- A. No employee who has non-probationary status shall be dismissed except for just cause (~~see section 60-1-6.1~~). The employee shall, before action is taken, be furnished with a statement, in writing, from the department head setting forth the reason(s). A copy of the statement and any reply from the employee shall be filed with the Chairman of the Board prior to the effective date of the dismissal.
- B. Dismissal shall be only for just cause, as follows:
  1. Just cause is a violation of established work rules or action on the part of the employee which impairs the effectiveness, efficiency or reputation of the County. (See section 60-1-6.1 - Rules of Conduct, for examples of such action and procedures to follow prior to dismissal.)
  2. An employee dismissed for just cause shall be paid all compensation due at the time of termination, except in the instances of the ~~provided in section 60-1-6.9~~ returning equipment, etc.
  3. An employee may grieve a dismissal in accordance with Article 8.

~~60-1-7.1-5~~ REDUCTION IN WORK FORCE.

Department heads with the approval of or instruction from the County Board, may reduce the workforce in their respective departments by terminating an employee, or group of employees, by reason of abolition of a positions(s), shortage of work or funds, or other reasons outside the employee's control, and which do not reflect discredit on the work performance of the employee. The duties formerly performed by the terminated employee(s) may be reassigned.

- A. To ensure that permanent employees are given adequate notice and are treated in a fair and consistent manner:
  1. The order of the termination shall be established by the department head on the basis of the needs of the county.
  2. Consideration shall be given to both the seniority and relative merit of the persons considered for termination.
  3. The affected employees shall be notified as quickly as possible and, in no event, less than 14 days before the action takes place.
  4. Employees terminated under this section have the same privileges to re-employment as employees on a granted leave of absence without pay.
  5. Employees terminated under this section may be eligible to receive unemployment compensation and will be informed of that fact by the department head.
- B. Employees affected by action under this section are eligible for all compensation due in the same manner as an employee resigning under favorable conditions. A copy of the circumstances shall be retained in the employee's personnel file.
  1. When reduction of staff is necessary, or dismissal of an employee for any cause is necessary, two weeks notice or salary will be given, along with unused accrued vacation pay. The only

exception will be for reason of misconduct or insubordination, where no notice will be given, but unused vacation pay will be allowed.

2. Any employee who is terminated or dismissed also terminates his group insurance as of the day of termination, provisions of the COBRA Act will apply.
3. Nothing in this chapter should be construed as barring any department head from making changes in his office personnel as necessary.

## ARTICLE 60.12

### GRIEVANCE PROCEDURE

#### ~~60-1-8.1~~ GRIEVANCE POLICY.

It is the policy of Carroll County to encourage and promote the prompt and equitable adjustment of employee grievances so that a harmonious and productive work environment is maintained. It is not necessary that the work situation actually be wrong, unjust, or unfair. It is only necessary that the employee perceive it to be so.

Employees covered under Collective Bargaining Agreement will follow the grievance procedures outlined within their respective contracts.

In so far, as possible, complaints or grievances should be resolved between the employee and the elected official or department head. If the matter is not resolved to the satisfaction of the employee, the complaint or grievance should be written to the elected official or department with a copy to the County Board Chairman who will appoint a Grievance committee. The County Grievance Committee will follow the County guidelines [outlined in this policy](#).

#### ~~60-1-8.1-1~~ DEFINITIONS.

The word "grievance" shall be defined as a dispute or disagreement raised by an employee or an individual attempting to be an employee against Carroll County. Grievances are classified as follows:

- A. Alleging discrimination by race, color, national origin, sex, sexual orientation, age, religion, and/or handicap.
- B. Involving personnel practices, but not alleging discrimination, specifically the interpretation of an application of the specific provisions of these policies and procedures and department rules established as ~~provided in section 60-1-1.3 (where solution or redress is not otherwise provided herein)~~.
- C. Alleging criminal fraud and/or abuse.

#### ~~60-1-8.1-2~~ BRINGING GRIEVANCES

- A. Grievance may be brought by any full-time or part-time employee of Carroll County. In addition, any group of employees may file a class action grievance to correct an alleged wrong.

- B. Grievance made by a person not yet employed by the County under the Equal Employment Opportunities Provisions of the Ordinance may be filed with the County Administrator or the County Board Chair and will follow a similar path listed below.
1. These complaints will be handled by the Administrator or the County Board Chair in place of a department head or immediate supervisor starting with a written complaint.
- C. ~~60-1-8.1-3~~ It shall be the responsibility of each department head to assure that grievances and related correspondence are properly recorded, forwarded to the appropriate persons, and filed within the department. No department head or work supervisor shall deny an employee the right to take the grievance to the next authorized step in the grievance procedure when it cannot be settled to the satisfaction of the employee(s) at the lower level.
- D. ~~60-1-8.1-4~~ GRIEVANCES SHALL BE WRITTEN. Formal grievances and final resolution thereof shall be completed within 60 calendar days after the filing of the formal grievance. A written grievance shall include at least the following:
1. Name of grievant (also name of person preparing grievance if not the grievant)
  2. Address
  3. Contact information
  4. Explain your grievance and list all those involved or that witnessed any action in the complaint.
  5. ~~60-1-8.1-6 WRITTEN GRIEVANCE~~  
A written grievance involves the following steps: Discussion with the immediate supervisor.
    - a. The employee shall orally discuss the complaint with the immediate supervisor within five working days of the alleged action.
    - b. The employee's immediate supervisor then has up to five working days to give an oral reply to the complainant. Every effort should be made to resolve the complaint at this level.
    - c. This discussion step may be repeated as often as necessary, particularly in larger departments, by contacting the next higher departmental authority for presentation of the grievance. The informal conference defined in "1" above will always include the department head.
  6. ~~60-1-8.2~~ A written (formal) grievance procedure may be initiated where the informal grievance steps have failed to resolve the grievance in a manner satisfactory to the grievant following any adverse action defined in section 60-1-8.1-5 "D".
- E. ~~60-1-8.1-5~~ Grievant have the following rights in the grievance process:
1. To arrange oral conference.
  2. To file the written grievance.
  3. To communicate and seek advice from The County Grievance Committee Following any adverse action (suspension, dismissal or an equal employment opportunity complaint), the grievant may move immediately to the Formal (written) Grievance Procedure.
- F. Whenever possible, all hearings shall be scheduled during normal working hours. All County employees properly appearing before the hearing body shall have such time considered hours of work (though not subject to overtime compensation).

#### ~~60-1-8.2-1 FORMAL GRIEVANCE PROCEDURE. COUNTY GRIEVANCE COMMITTEE PROCEDURES~~

- A. A written request for a formal hearing should be filed with the County Grievance Committee within five working days after conclusion of the informal grievance steps described in section ~~60-1-8.1-6~~ above ~~60-1-8.1-6~~. The request should set forth the nature of the grievance, the facts upon which it is based, the action that the grievant requested, and the basis for appeal.
- B. The ad hoc County Grievance Committee shall consist of three members: one department head, one County Board member (other than the Chairman of the County Board) who shall serve as Chairman of the Grievance Committee, and one non-supervisory regular employee with two years of continuous employment with the County.
- C. The Chairman of the County Grievance Committee will be responsible for the notification of the parties in writing at least five working days prior to the hearing. The notice of hearing will clearly state:
  - 1. The date, time and place of the hearing.
  - 2. The purpose of the hearing and a statement of issues involved.
  - 3. That other "interested parties" can apply for notice and participate when allowed.
  - 4. The necessity for attending the hearing and disadvantages of not attending.
  - 5. Procedural rights, such as the right to present testimony, to bring witness and records, to present oral arguments and question witnesses or parties, and have documents produced.
  - 6. That the grievant may withdraw the request for a formal hearing in writing anytime prior to the start of the hearing.
  - 7. That a written request to reschedule the hearing for good cause may be made by the grievant or his representative up until three working days preceding the original hearing date.
  - 8. That both parties may retain attorneys at their own expense. (Notification that legal counsel has been retained by either party must be made to the other party at least ten days prior to the hearing date.)
  - 9. That the grievant may have a representative other than an attorney at his/her own expense.
  - 10. Whenever possible, the hearing shall be scheduled during normal working hours.
- D. The Chairman of the Carroll County Grievance Committee shall be responsible for the conduct of the hearing. The hearing will be conducted informally, in that the technical rules relating to evidence and witnesses will not control. Any relevant evidence will be admitted if it is the type of evidence on which responsible persons are accustomed to rely on the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objections in a court of law. However, the quantity of evidence required to support a decision on an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that it is supported by a preponderance of the evidence.
- E. The Chairman of the County Grievance Committee will ascertain that all three committee members are present and will begin the hearing by summarizing the record and issues explaining the manner in which the hearing will be conducted, making sure that everyone involved understands the proceedings. This explanation will be adapted to the needs of the specific situation.
  - 1. The committee will take testimony under oath.

2. The purpose of the hearing will be to determine, based upon the totality of the circumstances:
  - a. Whether the request for the hearing was made in a timely manner and applicable procedures were followed.
  - b. Whether the preponderance of the evidence supports the position of the grievant.
- F. The Chairman of the County Grievance Committee determines the order of presentation at the hearing.
- G. The committee will obtain the maximum amount of information as is reasonable under the circumstances for the record.
- H. The committee may attempt to negotiate a resolution of the issue at anytime prior to the conclusion of the hearing.
- I. Those portions of the hearing which fall within a statutory exception to the Open Meeting Act (Illinois Revised Statutes, Chapter 102, Section 42, as amended) shall not be open to the public.
- J. The parties can present documentary evidence, and the grievant can have relevant records or documents kept in the ordinary course or business produced at the hearing.
- K. No power to issue subpoenas exists. County employees shall attend and give what information or evidence they have as part of their regular employment. Willfully giving false or misleading evidence or refusal to appear may be grounds for dismissal of County employees.
- L. There will be an opportunity to question any witness or parties.
- M. On the date set for the hearing, all parties involved will be expected to be ready to proceed at the hour set and any failure to be prepared to proceed at that time may be deemed by the committee to be an admission by the unprepared party that the party's case is not meritorious, and that a decision should be rendered against the party. If the party against who the decision was thus rendered, offers within 30 calendar days of the decision an explanation satisfactory to the committee, the committee may set aside its decision and reschedule the hearing.
- N. The decision of the County Grievance Committee shall be based on the majority vote, and the decision shall be given in writing to the parties within five working days after the hearing. The decision should be written in clear, simple, non- technical language and will include the following information:
  1. A list of the attendees at the hearing.
  2. A clear and concise statement of the issues.
  3. The findings of fact, based on the entire record as disclosed at the hearing.
  4. The opinion and reasons for the decision.
  5. The conclusion based on the findings of fact and opinion indicating the final judgment of the County Grievance Committee on the issues involved and pronouncing the action involved.
- O. The County Grievance Committee may approve or disapprove an action of a department head. It may recommend reinstatement of an employee or may recommend other action to the appropriate County Board Committee or department head.
- P. A record will be made of the proceedings of the formal hearing and shall be retained in the office of the County Board.

~~60-1-8.2-2~~ CRIMINAL FRAUD OR ABUSE CRIMINAL FRAUD OR ABUSE GRIEVANCES

Grievances involving allegations of criminal fraud and/or abuse will be turned over to the Carroll County State's Attorney's office for determination of a criminal activity. If any criminal activity is found, grievance procedures under this section will be stayed pending the adjudication in the courts. If criminal activity is not found, procedures described in this section will be followed.

60-1-8.2-3 MISCELLANEOUS PROVISIONS MISCELLANEOUS PROVISIONS FOR GRIEVANCES

- A. The Carroll County Grievance Committee, acting in its discretion, may hear and act upon grievance declared by the committee to be serious and appropriate for the committee action, with binding advisory effect, as it sees fit.
- B. Upon mutual agreement, time limits established may be waived.
- C. The informal grievance procedure shall be private and considered to be internal to the department.
- D. This article does not apply to:
  - 1. Issues subject to final administrative review outside County Government.
  - 2. Non-selection for promotion or merit salary increase from a group of properly ranked and certified candidates.

~~60-1-8.3~~ DRUG FREE WORK ENVIRONMENT

~~Carroll County will establish a drug free environment.~~

**Article 60.13**

**CONCLUSION OF EMPLOYEE PERSONNEL CODE\*\*\***

- A. ~~60-1-8.4~~ SEVERABILITY. The articles, sections, subsections, paragraphs, and provisions of this ordinance shall be deemed to be separable, and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.
- B. ~~60-1-8.5~~ REPEAL. The personnel policies of Carroll County, adopted by the Carroll County Board, and any other ordinance, resolution, or action of the County Board or portion thereof, in conflict with this ordinance or any of the provisions thereof, are hereby repealed as of the effective date of this ordinance.
- C. ~~60-1-8.6~~ EMPLOYEE ACKNOWLEDGMENT

Please acknowledge receipt and review of this policy by completing the following form and returning it to the County Treasurers Office for placement in your personnel file.

I have read and I understand the [Carroll County Policy including the](#) Policy Prohibiting Sexual Harassment, Zero Tolerance Drug and Alcohol in the Workplace. I understand that if I ever have any questions or concerns I can speak to my supervisor or the State's Attorney. I have signed and dated this acknowledgment to confirm my receipt and understanding of the policy.

Printed Name:  
Date:

Signature:

D. ~~60-1-8.7~~ EFFECTIVE DATE. This is a new draft. New dates would apply at a later date.

~~This ordinance shall take effect to be in full force on and after January 16, 2020~~

~~WHEREAS, on the 21st of June, 2007, the County Board of Carroll county adopted a Personnel Code; and~~

~~WHEREAS, the Personnel Code is in need of revision;~~

~~The COUNTY BOARD OF CARROLL COUNTY hereby ordains that the Personnel Code adopted b the Board on June 21, 2007, shall be amended as set forth below.~~

~~Adopted by the County Board of Carroll County, Illinois, this 16th of January, 2020.~~

~~Approved~~

~~¶~~

~~Kevin Reibel, Chairman Carroll County Board~~

~~ATTEST:~~

~~Brian Woessner Carroll County Clerk~~

~~Amended January 16, 2020~~

\*\*\*\*\*The next section has not been edited.

## TRAVEL REGULATIONS 60-2 CARROLL COUNTY, ILLINOIS

### I. PURPOSE

To provide travel regulations and instructions.

### II. POLICY

It is the policy of the County of Carroll to reimburse employees for expenses incurred during authorized travel provided all reimbursement is allowable within the travel regulations established by the County of Carroll.

### III. OBJECTIVES

To ensure:

A. Travel vouchers are completed in an accurate and timely manner.

B. The traveler is reimbursed only those amounts allowable as established in the travel regulations.

#### IV. RESPONSIBILITY

Employees submitting travel vouchers and travel requests are personally responsible for their accuracy. Any fraudulent misrepresentations will be cause for disciplinary or legal action.

#### V. PROCEDURES

##### A. Travel Voucher

A Travel Voucher submitted for travel incurred will:

1. Be prepared and submitted as specified in the directive entitled "Travel Voucher".
2. Be accurate and complete.

##### B. Request for Travel.

A Request for Travel submitted for out-of-state travel will:

1. Be prepared when overnight lodging is involved.
2. Be signed by the employee who will incur the expense and the department head for approval as appropriated in the Carroll County Budget.
3. Contain detail information as to:
  - a. Date of departure
  - b. Destination
  - c. Date(s) of events
  - d. Length of time necessary for the trip
  - e. Purpose of trip

#### VI. REGULATIONS

##### A. Reimbursement: Meals

1. Maximum reimbursement of \$100 per day per individual for all meals.
2. All reimbursement requests must be accompanied by receipts for all meals. Receipts must show the complete address of the establishment, be the itemized customer receipt and must be submitted with the Travel Voucher to support expenses claimed.
3. Alcohol is not reimbursable for any reason.

##### VII. Reimbursement: Lodging

1. Lodging

- a. The actual cost of lodging, excluding tips and room service, not in excess of government rate or the preferred rate for the event being attended.
- b. The original of the lodging receipt, showing the complete address of the establishment, must be submitted with the Travel Voucher to support expenses claimed.
- c. Guaranteed room reservations not kept or cancelled are not reimbursable so the individual involved will be responsible for payment.

2. Miscellaneous Travel Expense

- a. The cost of other miscellaneous travel expenses incurred will be allowed, if reasonable. The following are examples of special expenses for which reimbursement may be given: Stenographic and typing services, storage of baggage, and telephone calls for official business. (Receipts must be submitted for any miscellaneous charges.)
- b. Vehicle storage; parking fees; bridge, road and tunnel tolls; baggage transfer; taxi fare; and other reasonable miscellaneous expenses are reimbursable. The original of receipt for any expense must be attached to the Travel Voucher.

C. Use of Privately-Owned Conveyance

1. Use of privately-owned motor vehicles for county business is permitted when specifically authorized by the department supervisor or County Board Chair.

- a. The mileage reimbursement rate is the current Internal Revenue Service rate.

D. Itemized Expenses

1. Expenses will be itemized in detail by days and types of expenses. Expenses will not be allowed for items described as miscellaneous, incidental, services, etc.

2. The actual cost of meals for a non-county employee are reimbursable in reasonable amount in connection with County business. The Travel Voucher will indicate in detail why and for whom the expense was incurred and will be shown in the miscellaneous column with receipt attached. The voucher must certify that the claim does not include alcoholic beverages.

3. All applicable spaces on the Travel Voucher must be completed. The time of departure and arrival at the location where expenses are incurred must be listed.

4. The purpose of all travel must be indicated on the voucher.

5. Investigative expenses listed on the Travel Voucher will be itemized on a separate sheet of paper and stapled to the voucher when submitted to the County Board.

NOTE: Investigative Services expenses would be for items not normally reimbursable from County funds such as alcoholic beverages purchased during an investigation, etc.

6. Any Travel Voucher not prepared in accordance with these regulations will be returned for correction or for additional information at any time.

E. Exceptions

The Carroll County Board may grant approval of exceptions to the Travel Regulations if it is necessary to meet special circumstances and is in the best interest of the County of Carroll.

1. Employees must show a genuine attempt to obtain lodging at the established rate before exceptions will be allowed.

a. A diligent effort must have been made to obtain lodging in a hotel honoring the governmental rate. Contacting three or four hotels in an urban area is considered reasonable. This is not required when an employee is attending a conference and stays at or near the hotel where the conference is held.

2. All travel will be by the most economical mode of transportation available, considering travel time, costs and work requirements.

By Order of:

q¼,--•

Chairman Carroll County

This policy shall become effective September 1, 2022 and shall be in effect until rescinded or modified by the Carroll County Board.

November 27, 2023

Michael Doty  
411 E. Washington Street  
Mt. Carroll, IL 61053

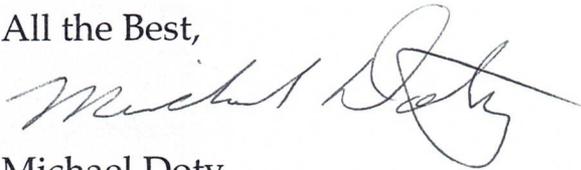
Carroll County Board,

I am writing to tender my resignation from my position of Carroll County Administrator, with my last day of employment being December 22, 2023.

I would like to thank Carroll County for the opportunity of being it's first County Administrator. I have enjoyed working with the Community, County Board Members and valued County Employees for just over fifteen years.

I have seen this County grow and evolve into an exception public agency. However, now it is time for my wife and I to move on to the next stage of life. I wish everyone well.

All the Best,

A handwritten signature in black ink, appearing to read "Michael Doty", with a large, stylized flourish at the end.

Michael Doty

## Carroll County Administrator

### Carroll County, Illinois

The County Administrator serves as the chief administrative officer of the County and is responsible for the overall operation of county government under administrative direction of the County Board. The County Administrator, considering the department specific input of elected officials, appointed officials, provides leadership, direction, and support to all County departments. The County Administrator manages and oversees the administration and coordination of County services in accordance with County Board ordinances, regulations, resolutions, policies, and state laws. The County Administrator is responsible for developing and managing the County budget.

Qualifications include a bachelor's degree (master's preferred) in public administration or related field, five years' experience in municipal government operation, experience in fund accounting, tax levies and Illinois State Statutes. Exceptional oral and written communication skills are required as well as advanced skill in planning, organizing and coordinating diverse functions.

The County is offering an annual salary range of \_\_\_\_\_ to \_\_\_\_\_ (prorated based on starting date) for 2024 depending on experience and qualifications. In addition, the County offers an excellent benefit package including health insurance, life insurance and participation in the Illinois Municipal Retirement Fund.

## **COUNTY ADMINISTRATOR POSITION DESCRIPTION CARROLL COUNTY, ILLINOIS**

**PURPOSE:** The County Administrator shall advise, assist and act as agent for and be responsible to the Carroll County Board for the proper and efficient administration of such affairs of the County as are assigned to the position by the County Board. The County Administrator shall have only those powers and duties that are administrative in nature. No provision is intended to vest in the Administrator any duty, or grant to the position any authority, which is invested by State or Federal statute, regulation, or County ordinance in or on any other County Officer. No provision shall be construed to delegate to the Administrator any policy making or other authority required to be performed by the board nor shall the Administrator have the power to bind, obligate, or commit the County in any manner except by grant of authority by the board. The County Administrator is an employee at will who serves at the pleasure of the County Board. The County Administrator may be removed by the majority vote of the members at any regular or special meeting of the County Board. In situations where the Chair of the Board deems it necessary, the Chair, with the concurrence of the States Attorney shall have the power to order the immediate suspension of the County Administrator with pay until acted upon by the board. In such cases, the board shall act upon the suspension, following a hearing with the administrator, within ten days voting to either remove permanently or reinstate the County Administrator.

**APPOINTMENT AND SUPERVISION:** This position is appointed by the Chair of the County Board with the advice and consent of the County Board. The position works under the supervision of the County Board.

**SUMMARY:** The County Administrator directs the day-to-day operations of County functions and activities that fall under the jurisdiction of the County Board. Plans, develops, presents, and recommends policies and programs for consideration by the Board. Coordinates county departments, offices, or agencies under the Board's jurisdiction or policy control, including implementation of Board policy decisions and reports to the County Board. Plans and directs the administrative affairs of the County and provides supervision of centralized administrative services. Cooperatively works and collaborates with other departments, offices, and agencies not under the Board's jurisdiction or policy control to promote a high level of interdepartmental cooperation and consistency of administrative procedures and operations.

**DUTIES DAY-TO-DAY OPERATIONS AND RESPONSIBILITIES:** Include, but are not limited to the following:

1. Reports to the Board as a whole. Provides leadership and management of the planning, organizing, staffing, direction and control functions of the County. Interprets and implements policies approved by the County Board and is responsible for the administration of the County Boards Policies.
2. The Administrator shall manage the day-to-day operations of the County government that are under the jurisdiction and policies of the County Board. Assists the County Departments and agencies in providing cost efficient and effective delivery of services and performance of operations.
3. Advising, assisting, and being responsible to the County Board for the proper and efficient administration of such affairs of the County as are placed in his or her charge by the Board. Implementing such ordinances, orders, policies, or regulations as directed by the Board by ordinance or resolution.
4. Represents the County Board and maintains liaison with regulatory agencies, local officials, and community-based organizations, interpreting and explaining the Counties programs, policies, services, and other matters of mutual interest.

5. Attending on a consistent basis and participating in County Board and Board committee meetings; assisting in the preparation of agendas and supporting materials with the Chair; providing informational research on topics as needed, developing and recommending policies and procedures and presenting the same for consideration. Assist in the development of long-range goals, plans, and strategies, including long-term revenue and expenditure plans, capital improvement, and insurance programs.
6. Attends on a consistent basis meeting, workshops, conferences, seminars and other sessions in order to gain first-hand knowledge of new and improved programs associated with the goals of the County Board.
7. Works with the departments in preparing and submitting to the Board an annual budget in accordance with State law and policy guidelines approved by the Board; reviewing departmental and agency budget requests, including all funds, departments, and agencies which the Board is required to review and approve; monitoring budget implementation monthly reports.
8. Assist Departments with daily budget execution.
9. Developing, recommending, and administering intergovernmental agreements between the County and other governmental units; coordinate programs, provide liaison, and continuing communication between the County and those agencies not under the direct jurisdiction of the County Board or its policy control.
10. Overseeing the development and dissemination of public information and media releases with approval of the Board chair; respond to public inquiries, complaints, and concerns in a tactful, timely, and effective manner with notification sent to the County Board as needed.
11. Develops and supervises non-departmental grant applications and awards, monitor expenditure of grants and the required reporting thereof.
12. Act as the Board representative negotiating Union contracts at the direction of the County board.
13. Assist departments with personnel policies, procedures, position descriptions, evaluations, and general personnel practices conform to applicable federal, State, and local statutes.
14. Maintains a high degree of personal flexibility and capability to address multiple tasks and assignments of the County Board.
15. Assures confidentiality of personal information, processes, and data, which would be damaging if not safeguarded.
16. Is the Freedom of Information officer for the County Board.
17. Has the basic knowledge of property management, construction, personnel, union relations and broad knowledge of office operations and procedures.
18. Performs other duties as assigned or required.
19. Acts as the supervisor of the County Credit Cards with the Clerk and Recorder.
20. Assists with the building phone system.
21. Representative to the County's Liability Insurance (CIRMA).
22. Assist departments or conduct surveys for the County, such as salary surveys for the state.
23. Assist departments or apply for various grants for the County.
24. Provided various research and provide information as requested by the County Board.
25. Acts as the PCOM (oversight) of the County's Transit System.

**REQUIREMENTS:** Bachelor's degree from an accredited four-year college or university in public or business administrations, social sciences or related fields. Five years of equivalent experience may be substituted for one year of college or university. Attainment of a master's degree in an appropriate program may substitute for two years' experience. Significant responsible experience in a broad range of governmental operations; or equivalent private sector experience with knowledge of governmental operations. Five years of experience managing or supervising at least four or more people. Proven skills in budgeting, personnel management, and public relations. Ability to work with local officials and corporations.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

1. Extensive knowledge of governmental accounting, financial reporting, and budgeting.

2. Knowledge of the principles and techniques of organization, management, and supervision. Considerable knowledge of the principles, theory, and methods of executive level management practices, and techniques of public administration.
3. Knowledge of Illinois law as applicable to operations, functions, policies, and procedures of county government; or the ability to acquire such knowledge.
4. Considerable knowledge of the computer systems in governmental applications, including computer maintenance and trouble shooting and ability to use computer systems for word processing and electronic spreadsheet applications.
5. Responsible for maintaining systems of communication and information processing which allows for effective internal and external us.
6. Works with other County employees to implement policies and procedures that will allow computerized access by County Offices, members of the public and others of records lawfully available.
7. Skill in the areas of leadership, interpersonal skills, and conflict resolution. Ability to establish and maintain effective working relationships with staff members, employees, the public, community leaders, and regulatory agency administrators.
8. Must have ability to assemble, organize, and clearly present statistical, financial, and factual information derived from a variety of original and secondary sources.
9. Must have ability to provide effective leadership and coordination in developing solutions, recommending new techniques, and supervising staff procedures. Ability to prepare and issue clear and concise instructions, either verbally or in written form.
10. Must have ability to prepare, present, and interpret complex information and reports.
11. Must have the ability to establish and maintain effective working relationships with County and other officials, professional and business people, County employees and the general public.
12. Works with legal counsel to resolve contractual legal matters as necessary.
13. The successful performance in this position requires that the individual must be able to perform each of the duties and responsibilities satisfactorily with limited supervision and guidance.

**OTHER REQUIREMENTS:**

1. Possession of a current valid Driver's license to operate an automobile in the State of Illinois.
2. Possession of or access to an automobile to perform required work outside the office.
3. Successfully pass a background check.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. The employee is frequently required to stand; walk, sit, use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear; and may be required to walk in rough terrain. Specific vision abilities required by this job include close vision, distance vision, and depth perception. The employee must occasionally lift and/or move up to 30 pounds.

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The employee acknowledges hereby by undersigning that they have reviewed and understand the position description and have been provided a reasonable opportunity to ask questions regarding the position description answered.

Employees Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

The position description has been approved by the appropriate authority and has been approved by the County Board.

County Board Chair (signature) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

## JOB DESCRIPTION

### CARROLL COUNTY ADMINISTRATOR

Coordinates the County's economic development activities with those of the RC&D, CEDS, LRA, community business organizations, municipalities, tourism and Hotel/Motel Committee and the IL Department of Commerce and Economic Opportunity (DCEO). Be involved in business expansion plans and programs to the extent the County can be of assistance directly through County sponsored programs and/or indirectly through appropriate state and federal programs.

Coordinates the budgetary cycle with the County Finance Committee and the various department heads, develops forms and time tables for the budgetary process, analyzes final budgets and participates in the committee budget hearings, prepares the final budget for adoption and makes recommendations as to its contents, coordinates activities and supplies information to independent auditor.

Maintains current information about the County that is relevant to economic development activities, such as demographics, labor force, available buildings and sites, zoning ordinances and subdivision regulations; be a countywide point of contact, providing information to existing or new business prospects. Support and guide businesses, which wish to expand, diversify and or relocate.

Coordinates the County Board Committee system with emphasis on preparing agendas in consultation with Committee chairs, and department heads: recording, publishing and maintaining Committee minutes: and informing all Board Members of activities taking place in the various Committees.

Prepares and updates a long-range financial and capital plan for all major projects in conjunction with the appropriate committee.

Provides assistance and guidance in the purchasing of major items and services necessary for the maintenance of County operation: may prepare bid specifications, in conjunction with department heads, for the County purchases as required and maintains a current inventory of County property.

Coordinates intergovernmental agreements between the County and other governments; coordinates County programs with those of other governments; and serves as coordinator of federal and state grant assistance for the County Board. Facilitates the implementation of the County's Comprehensive Plan.

Serves as the public information officer for the County Board and other matters within the jurisdiction of County government. Monitors federal and state legislative proposals and programs; analyzes potential effects and apprises the Chairman, County Board and appropriate committees.

Provides oversight of County Zoning Office and Animal Control Office.

Represents the County Board in all labor relations/negotiations; develops all proposals in conjunction with the appointed committee and negotiates directly with employee Union representatives.

Coordinates the County risk management program including liability, property, public officials, worker's compensation, unemployment, automobile, inland marine, boiler, malpractice, and other coverages.

Assists Committees and department heads in human resources management and coordinates employee compensation plans; acts as the County's compliance officer on affirmative action and equal employment opportunities and monitors employee health care program.

Conducts research regarding County programs and activities; executes administrative functions; and performs other duties as assigned by the County Board, County Board Chairman, and County committees.

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**REQUIREMENTS:**

**Education:**

Undergraduate degree (Master's degree desirable) in public or business administration preferred. And comparable experience resulting in a good working knowledge of the functions and activities of local government, preferably in Illinois.

**Skills and Experience:**

1. Thorough knowledge of the technical principles and practices of local government administration, including economic development activities, budgeting and long-range planning.
2. Extensive knowledge of collective bargaining, contract management, grants management, and human resources.
3. Working knowledge of Federal and State laws and regulations pertaining to County government.
4. Have a high level of computer skills and be proficient in a variety of electronic methods of information storage and retrieval.
5. Ability to develop, recommend and implement policy decision as they are made by the County Board.
6. Requires ability to communicate effectively both orally and in writing, and to actively promote Carroll County's attractions.
7. Ability to establish and maintain effective working relationships with County and other officials, professional and business people, County employees and the general public
8. Is or will become a resident of Carroll County within one year of appointment.

COUNTY ADMINISTRATOR  
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of July, 2008, by and between the County of Carroll, State of Illinois, a municipal corporation, hereinafter called "Employer", as party of the first part, and Michael A. Doty, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Michael A. Doty as County Administrator of the County of Carroll; and

WHEREAS, it is the desire of the Carroll County Board, hereinafter called "Board", to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Board to (1) secure and retain the services of Employee and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee's services at such time as he/she may be unable fully to discharge his/her duties due to age or disability or when Employer may otherwise desire to terminate his/her employ; and

WHEREAS, Employee desires to accept employment as County Administrator of Carroll County;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

Employer hereby agrees to employ said Michael A. Doty as County Administrator of said Employer to perform the functions and duties specified in the job description for Carroll County Administrator and in the "Duties and Responsibilities of the County Administrator" as set forth in Resolution \_\_\_\_ of June 19, 2008, all of which are attached hereto and incorporated by reference herein, and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign.

Section 2. Term.

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, Paragraphs A and B, of this agreement.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer. The term "Employed" shall not be construed to include occasional teaching, writing, or consulting performed on Employee's time off.

### Section 3. Suspension.

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if (1) a majority of the Board and Employee agree, or (2) after a public hearing, a majority of the Board votes to suspend Employee for just cause, provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days and not more than thirty(30) days prior to such hearing by the Board members bringing such charges.

### Section 4. Termination, Resignation and Severance Pay.

A. In the event Employee is terminated by the Board within the first year of this agreement, and during such time that Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to three (3) months salary if Employee is terminated at any time during the first year of this agreement, and to pay employee a lump sum cash payment equal to three (3) months salary if Employee is terminated at any time during the second year of this agreement; provided, however, that in the event Employee is terminated because of his conviction of any illegal act involving personal gain to him or the commission of any felony criminal violation, then, in that event, Employer shall have no obligation to pay the severance sums designated in this paragraph.

B. In the event Employee voluntarily resigns his/her position with Employer, the Employee shall give Employer thirty (30) days notice in advance, unless the parties otherwise agree.

Section 5. Salary.

Employer agrees to pay Employee for his/her services rendered pursuant hereto a nominal salary of \$65,000.00 per year which equals \$2,500.00 per pay period.

The nominal salary may be increased annually at the same rate as other County Employees or the County Board, by a majority vote, may increase said salary as deemed appropriate .

Section 6. Performance Evaluation.

A. The Board shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee.

Said criteria may be added to or deleted from as the Board may from time to time determine, in consultation with the Employee. Further, the Board Chairman shall provide the Employee with a summary written statement of the findings of the Board and provide an adequate opportunity for the Employee to discuss his/her evaluation with the Board.

B. Annually, the Board and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the functions of the Board and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and

objectives to be reduced to writing. Goals shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Board and Employee mutually agree to abide by the provisions of applicable law.

#### Section 7. Hours of Work.

It is recognized that Employee is employed in a full time salaried position and may thus find it necessary to work beyond a 40 hour week and may from time to time devote a good deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take time off as he/she shall deem appropriate during said normal office hours. Said time shall, if taken, be taken in such a manner as to not conflict with the necessary duties of Employee.

#### Section 8. Benefits.

The Employee shall be afforded the same benefits as provided other Employer-appointed officials, including professional dues and subscriptions that benefit Employer with one exception. The one exception is paid vacation time. Employee shall be entitled to four (4) weeks paid vacation per year. Employee shall earn one (1) week of paid vacation after a three month period of service.

#### Section 9. Professional Development.

A. Employer hereby agrees to budget for and to pay the travel subsistence expenses of Employee for Employer approved official travel, meetings, and

occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.

B. Travel and conference expenses shall be paid in the amounts and the manner specified for all employee of the County as reflected in the Carroll County Code and the resolutions passed in relation thereto.

Section 10. Indemnification.

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator. Employer may defend or compromise and settle any such claim or suit and shall pay the amount of any settlement or judgement that may be rendered thereon.

This indemnification clause will remain in effect and infinitum for any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator. Employer shall not be required to defend Employee in any criminal action in which Employee is the defendant.

Section 11. Bonding.

Employer shall bear full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12. Other Terms and Conditions of Employment.

A. The Board, in consultation with the County Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Carroll County Code, the Illinois Compiled Statutes or Federal law.

Section 13. Notices.

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Employer: Carroll County Board Chairman, Courthouse.

(2) Employee: Michael A. Doty, 9566 Henninger Drive, Belvidere, IL 61008.

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice for transmission by the United States Postal Service.

Section 14. General Provisions.

A. The text herein and the appended documents shall constitute the entire agreement between the parties.

B. This agreement shall become effective commencing the 1<sup>st</sup> day of August, 2008.

C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Count of Carroll has caused this agreement to be signed and executed on its behalf by the Board Chairman, and duly attested by its County Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

  
\_\_\_\_\_  
County Board Chairman

  
\_\_\_\_\_  
"Employee"

Attest:

  
\_\_\_\_\_  
County Clerk

THE DISTRICT COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY AS PRESENTED. MOTION CARRIED.

MR. HARTMAN AGAIN FILLED IN FOR THE ABSENCE OF MR. FRITZ, AND SPOKE ON BEHALF OF THE ADMINISTRATOR COMMITTEE. THERE HAD BEEN 14 APPLICANTS NARROWED DOWN TO THREE FROM THE INTERVIEW PROCESS. THE RECOMMENDATION TO THE CHAIR FROM THE COMMITTEE WAS TO APPOINT MICHAEL DOTY FROM BELVIDERE AT A SALARY OF \$65,000 PER YEAR STARTING AUGUST 1, 2008. THE CHAIR GLADLY APPROVED THE RECOMMENDATION AND ASKED FOR THE SUPPORT OF THE BOARD WHICH BY VERBAL RESPONSE SHOWED 12 IN FAVOR AND ONE NAY. THE APPOINTMENT WAS APPROVED.

*Approved July 17, 2008  
No Resolution or ordinance*

**SHERIFF & PROPERTY** - MR. REIBEL REPORTED ON THE COURTYARD BEAUTIFICATION PROJECT AND THE COURTHOUSE PHONE SYSTEM. MOTION BY MR. REIBEL, SECOND BY MR. HARTMAN TO APPROVE THE ROOF BID FOR \$26,945 AND MAINTENANCE CONTRACT FOR \$2,800 AS PRESENTED FROM FREEPORT INDUSTRIAL ROOFING. MOTION CARRIED.

**AGRICULTURE & ZONING** - MRS. BLOCK HAD NO ACTION TO BRING BEFORE THE BOARD.

**HIGHWAY** - MR. PICLOTTI REVIEWED THE MONTHLY ANIMAL CONTROL REPORT AND THEN BROUGHT FORTH THE FOLLOWING ITEMS FOR BOARD ACTION:

*Pg. 365 -*

MOTION BY MR. PICLOTTI, SECOND BY MR. DREGER TO APPROVE THE CONTRACT AND CONTRACT BOND FOR SEC 14834 CARTER RD - FREEDOM TWP AS PRESENTED. MOTION CARRIED.

*Pg. 361*

MOTION BY MR. PICLOTTI, SECOND BY MR. DREGER TO APPROVE THE RESOLUTION TO ESTABLISH A CLASS III TRUCK ROUTE FOR WEST IDEAL ROAD AS PRESENTED. ROLL CALL VOTE WAS CALLED FOR SHOWING PICLOTTI, PRESTON, SCHUBERT, DREGER, COLE, WEMSTROM, BLOCK, BORK, RANDKLEV, REIBEL, HARTMAN, HOOK, AND LAMOREUX ALL VOTING AYE, NO NAYS AND GRAY AND FRITZ BEING ABSENT. MOTION CARRIED.

*Pg. 364*

MOTION BY MR. PICLOTTI, SECOND BY MR. DREGER TO APPROVE THE TRUCK ACCESS ROUTE PROGRAM AGREEMENT FOR WEST IDEAL ROAD PETITION FOR BRIDGE AID- 3643 HARTMAN ROAD - FAIRHAVEN TWP AS PRESENTED. MOTION CARRIED.

**COUNTY SERVICES & DEVELOPMENT** - MR. WEMSTROM SPOKE ON BEHALF OF THE COMMITTEE AND AFTER PRESENTING THEIR THOUGHTS, MR. WEMSTROM MOVED TO FORM A COMMITTEE FROM CDS TO PLAN FOR AND HELP FACILITATE A DAY LONG SESSION WITH THE COUNTY BOARD AND THE ADMINISTRATOR FOR LONG RANGE PLANNING FOR THE COUNTY, SECONDED BY MR. PRESTON. MOTION CARRIED.

MOTION BY MR. WEMSTROM, SECOND BY MRS. BLOCK TO APPROVE THE PLAT PLAN FOR UNIT DEVELOPMENT FOR LRA AS PRESENTED. MUCH DISCUSSION ENSUED. THE LARGEST CONCERN SEEMED TO BE WHO TAKES OVER THE UTILITIES AT THIS SITE. MOTION BY MR. REIBEL, SECOND BY MR. PRESTON TO TABLE THIS ISSUE. MOTION CARRIED.

MR. WEMSTROM BROUGHT FORTH DISCUSSION ON A SPACE EVALUATION STUDY OF THE COURTHOUSE. LENGTHY DISCUSSION TOOK PLACE AND IT WAS DECIDED TO DISCUSS THE ISSUE AT



November 22, 2023

Joseph Payette  
Carroll County 708 Board  
301 N Main Street  
Mt. Carroll, IL 61063

Dear Chairperson Payette :

## ILLINOIS

Free and Confidential services for survivors of sexual assault and domestic violence in Jo Daviess and Carroll Counties.

11358 Industrial Park Drive, Suite 2  
Galena, Illinois 61036  
815.777.8155

**24-hr Domestic Violence Hotline:**  
815.777.3680

**24-hr Sexual Assault Hotline:**  
815.777.8155

855 South Mill Street, Suite 200  
Mt. Carroll, Illinois 61053  
815.244.7704

**24-hr Domestic Violence Hotline:**  
815.244.1320

**24-hr Sexual Assault Hotline:**  
815.244.7772

## IOWA

Free and Confidential services for survivors of sexual assault in Northeast Iowa.

**24-hr Sexual Assault Hotline:**  
888.557.0310

1789 Elm Street, Suite C  
Dubuque, Iowa 52001  
563.557.0310

118 3rd Avenue SE, Suite 500  
Cedar Rapids, Iowa 52401  
319.540.0080

100 East Park Avenue, Second Floor  
Waterloo, Iowa 50703  
319.939.9599

1014 S. Mill Street, Unit #3  
Decorah, Iowa 52101  
563.380.3332

Thank you for your generous support of Riverview Center and the survivors we serve. We received the check dated October 18, 2023 in the amount of \$12,613.64. We are very grateful for your thoughtfulness and want you to know how much your support means to survivors.

Your unwavering support ensures that we serve and support survivors of domestic violence in our community, promoting brighter futures for everyone for years to come.

**You are changing lives and have truly made a difference!**

With deepest gratitude,

Heidi Zull  
*Director of Development*

*Riverview Center is a non-profit agency committed to providing compassionate, client-centered care for individuals affected by sexual violence in Iowa and for individuals affected by sexual and/or domestic violence in Illinois. Services are free to ALL survivors regardless of biological sex, gender identity/expression, sexual orientation, immigration status, English proficiency, race and/or ethnicity, incarceration status, disability, or background. Survivors receive 24/7 crisis intervention; legal, medical, and general advocacy; ongoing one-on-one counseling and support groups, and trauma-informed therapy. We also offer free age-appropriate awareness education for daycares, schools, businesses, care facilities, veterans' centers, nursing homes, and more.*

*Please consult a tax professional to determine the tax-deductibility of this purchase. The Riverview Center is a 501c3 supported by individual and community contributions. Our tax ID number is 36-3920008.*