



## HIGHWAY & TRANSPORTATION COMMITTEE ADDENDUM

Friday – June 7, 2013 – 9:00 a.m.

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Highway Building  
1605 East Main Street, Urbana

### XI. Other Business

A. Discussion Regarding FY2013 Budget

B. Memo Regarding FY2014 Rural Public Transit Continued Operating Assistance & CY2013 Consolidated Vehicle Procurement (CVP) Grant Applications 1-2

- i. Resolution Authorizing Application for Public Transportation Financial Assistance Under Section 5311 of the Federal Transit Act of 1991, As Amended (49 U.S.C. 5311) 3
- ii. Resolution for Acceptance of the Special Warranty FY14 Combined Grant Application for Section 5311 Non-Urban Public Transportation Assistance and Downstate Operating Assistance 4-8
- iii. Resolution Authorizing Application for a Public Transportation Capital Assistance Grant Under the Illinois Department of Transportation's General Authority 9

C. Determination on Whether to Cancel July 5, 2013 Committee Meeting



**PLANNING & COMMUNITY DEVELOPMENT**

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**TO:** Highway Committee  
**FROM:** Rita Morocoima-Black, CCRPC/CUUATS Transportation Planning Manager  
Eileen Sierra-Brown, CCRPC/HSTP Region 8 Coordinator  
**DATE:** June 7<sup>th</sup>, 2013  
**RE:** FY2014 Rural Public Transit Continued Operating Assistance and CY2013 Consolidated Vehicle Procurement (CVP) Grant Applications

**REQUESTED ACTION:**

Approve attached resolutions for the Fiscal Year 2014 Rural Public Transit for Continued Operation and the Calendar Year 2013 Consolidated Vehicle Procurement grant applications.

**BACKGROUND:**

Annually, to continue to receive rural public transportation operating funding, Champaign County is required to submit an FTA Section 5311 (Non-Metro Operating) and an IL Downstate Operating Assistance Program (DOAP) grant applications. The attached resolution is to approve submission of and receipt of Fiscal Year 2014 (i.e. July 2013 – June 2014) transit operating funding for Champaign County. The application was prepared on behalf of Champaign County by CRIS Rural MTD with input from the Champaign County Regional Planning Commission staff. The *Special Warranty Resolution* is also required for this application. The full application FY2014 Rural Public Transit Continued Operations will be posted on the RTAG website at:

<http://www.co.champaign.il.us/countybd/RTAG/FY14ruraltransitapplication.pdf>

Additionally, attached is a sheet with the *Champaign County Rural Public Transportation Service Parameters* under which CRIS will be providing transportation services in rural Champaign County. It includes the recent expansion of rural public transportation services to all rural areas within Champaign County. These parameters are also found in the recently adopted intergovernmental agreement approved in March by the Champaign County Board.

As the system grows and demand continues for rural public transportation services (demand-response, curb-to-curb) an additional grant application under the Illinois Department of Transportation – Division of Public and Intermodal Transportation (IDOT-DPIT) Consolidated Vehicle Procurement (CVP) is being prepared to secure more vehicles (i.e. rolling stock capital). This capital grant is released by IDOT-DPIT annually to purchase Paratransit vehicles for specialized transit provided by both human service agencies and rural public transit providers. Therefore, the second resolution attached is to approve an IDOT-CVP application for one 14-passenger light duty Paratransit vehicle and a one accessible mini-van. The full application for CY2013 Consolidated Vehicle Procurement will be posted on the RTAG website at:

<http://www.co.champaign.il.us/countybd/RTAG/CY13CVPapplication.pdf>

A hard copy of both applications will be available during the meeting. Upon request, we can provide further explanation and documentation for each application.

## *Champaign County Rural Public Transportation Service Parameters*

### Minimum Service Days & Hours

Barring natural disasters, unsafe weather conditions, federal holidays, and unforeseen reduction of available fleet size; CRIS will operate Champaign County rural public transportation services with five (5) vehicles Monday to Friday from 7:00 AM to 5:00 PM continuously between July 1<sup>st</sup>, 2012 and June 30<sup>th</sup>, 2013.

### Service Reporting & Approval

CRIS shall provide RTAG quarterly and annually service reports as well as any grant applications made on behalf of the County or other agreements within Champaign County for review and approval. Quarterly, CRIS shall provide all service data to RPC for performance evaluation. In the case of a temporary suspension of transportation services caused by emergency or unforeseen circumstances, RPC will be informed immediately. Both CRIS and RPC will agree in writing about the changes to transportation services before CRIS implement such changes to the services.

### Grant Funding & Local Match

CRIS agrees that it will provide, or cause to be provided, sufficient funds in an amount when combined with the funds awarded by IDOT-DPIT pursuant to this Agreement, equaling 100% of the total project budget.

### Quarterly Expenditures and Requisitions

In accordance with the budget contained within the FY 2013 Grant Agreements, CRIS transportation services expenditures quarterly shall not exceed \$167,242.75 of the total budgeted fiscal year of \$668,971. In the event of unanticipated expenditures occur resulting in a quarterly requisition going over said ceiling amount, CRIS shall notify RPC in writing to explain the overages, how the remaining year operations will be covered, and request an approved exception for the particular quarter. RPC shall monthly provide CRIS a copy of all oversight administrative services performed as well as all documentation required by CRIS Auditor. CRIS shall quarterly prepare and submit to RPC the requisitions along with any other IDOT-DPIT and/or County required documentation. CRIS shall ensure the eligibility of all expenditures within the prepared requisition. CRIS shall make available to RPC staff any applicable fiscal documentation necessary to review accuracy of the requisitions to be submitted. RPC will review the submitted requisitions for accuracy and the County's Authorized representative will approve and sign said requisitions to be sent to IDOT-DPIT for payment. RPC will submit the requisitions and other documentation to IDOT-DPIT and will maintain a copy of each requisition for the County's records.

### Rolling Stock Lease Agreement

CRIS will lease rolling stock from Champaign County to operate the rural public transportation services in Champaign County for \$1 per year per vehicle as available. Refer to ***Vehicle Lease Agreement Between County of Champaign, Illinois and CRIS Rural Mass Transit District*** for additional terms and conditions.

### Vehicle Maintenance

CRIS shall provide vehicle preventative and comprehensive maintenance in compliance with all federal, state, and/or funding program requirements by following IDOT-DPIT compliant vehicle maintenance plan and policies. CRIS shall track maintenance costs of vehicles used for Champaign County rural transportation services separately. Maintenance costs tracked separately for the appropriate Champaign County rural public transportation services are eligible expenditures under requisitions for Champaign County FY13 Grant Agreement(s). CRIS shall ensure compliance of vehicle maintenance as required under federal regulations and funding program requirements. CRIS shall keep comprehensive maintenance records and have these records annually available for RPC oversight.

### Vehicle Liability Insurance

CRIS shall maintain adequate liability insurance to operate the public services as specified by IDOT to be primary, and not excessive or contributory, and at minimum afford the following coverage levels:

- Combined single limit - \$1 million
- Medical Payments - \$5,000
- Uninsured / Under-insured - \$1 million
- Hired and Non-Owned - \$1 million

RESOLUTION # \_\_\_\_\_

RESOLUTION AUTHORIZING APPLICATION FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C. § 5311).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

NOW, THEREFORE, BE IT RESOLVED BY the Champaign County Board:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of County of Champaign.

Section 2. That while participating in said operating assistance programs the CRIS Rural Mass Transit District will seek available state and federal grants as well as other revenue for all required provide local matching funds.

Section 3. That County Administrator of the County of Champaign is hereby authorized and directed to execute and file on behalf of the County of Champaign such application.

Section 4. That the County Administrator of the County of Champaign is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That County Administrator of the County of Champaign is hereby authorized and directed to execute and file on behalf of the County of Champaign all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 6. That Executive Director of the CRIS Rural Mass Transit District is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this 20<sup>th</sup> day of June, 2013

\_\_\_\_\_  
Alan Kurtz  
Chair, Champaign County Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Gordy Hulten  
Champaign County Clerk

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

**Acceptance of the Special Warranty FY14 Combined Grant Application for Section 5311  
Non-Urban Public Transportation Assistance and Downstate Operating Assistance**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAMPAIGN COUNTY BOARD:**

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

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

**PRESENTED and ADOPTED this 20<sup>th</sup> day of June, 2013**

\_\_\_\_\_  
Alan Kurtz  
Chair, Champaign County Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Gordy Hulten  
Champaign County Clerk

\_\_\_\_\_  
Date

## SPECIAL SECTION 5333(b) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under 49 U.S.C. Section 5311:

### A. General application

The Public Body ("COUNTY OF CHAMPAIGN") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

### B. Standard Terms and Conditions

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

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

(2) (a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.

(2) (b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2) (c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the applications of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)1, the public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefor, if approved by the Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them. In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining

agreements, nor shall this arrangement be deemed a waiver of any rights or any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by an upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

### C. Waiver

As part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

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 1Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to



employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employments which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1887 ( 24 Stat. 379), as amended]. Return to original reference point.

2 For purposes of this warranty agreement, paragraphs (1); (2); (5); (15); (22); (23); (24); (26); (27); (28); and (29) of the Model Section 5333(b) Agreement, executed July 23, 1975 are to be omitted.

RESOLUTION # \_\_\_\_\_

RESOLUTION AUTHORIZING APPLICATION FOR A PUBLIC TRANSPORTATION CAPITAL ASSISTANCE GRANT UNDER THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S GENERAL AUTHORITY TO MAKE SUCH GRANTS.

WHEREAS, The provision and improvement of public transportation facilities is essential to the development of a safe, efficient, functional public transportation system; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset certain capital costs of a private non-profit, general public transportation system or an IDOT Certified Public Provider transportation system providing specialized paratransit service; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY the Champaign County Board:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain public transportation facility capital costs of County of Champaign.

Section 2. That County Administrator of the County of Champaign is hereby authorized and directed to execute and file on behalf of the County of Champaign such application.

Section 3. That the Executive Director of the CRIS Rural Mass Transit District is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 4. That County Administrator of the County of Champaign is hereby authorized and directed to execute and file on behalf of the County of Champaign all required Grant Agreements with the Illinois Department of Transportation.

PRESENTED and ADOPTED this 20<sup>th</sup> day of June, 2013

\_\_\_\_\_  
Alan Kurtz  
Chair, Champaign County Board

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Date

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Attest: Gordy Hulten  
Champaign County Clerk

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Date