

COLES COUNTY BOARD

Regular Meeting

February 13, 2013

The regular meeting of the Coles County Board was called to order at 7.00 p.m. with the following members present Jan Eads, Dick Goodrick, Dan Lawrence, Brian Marvin, Stan Metzger, Ron Osborn, Nancy Purdy, Cory Sanders, and Mike ZuHone with Chairman Paul Daily presiding. Absent was members Mark Degler and John Bell.

Following the Pledge to the Flag, the Invocation was given by Mike ZuHone.

APPROVAL OF MINUTES

Motion was made by Eads, seconded by Marvin to approve the January 8, 2013 County Board minutes and the January 19, 2013 Re-treat.

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Degler (2)

RESOLUTION RE: HIRING FREEZE WAIVER -MAINTENANCE DEPARTMENT

(For a copy of Resolution see page 2160)

Motion was made by Purdy, seconded by Eads

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Degler (2)

RESOLUTION RE: HIRING FREEZE WAIVER - STATE'S ATTORNEYS OFFICE

(For a copy of Resolution see page 2161)

Motion was made by Metzger, seconded by Marvin

AYES: Daily, Eads, Goodrick, Marvin, Metzger,
Osborn, Purdy, Sanders, Zuhone (9)

NAYS: Lawrence (1)

ABSENT: Bell, Degler (2)

RESOLUTION RE: HIRING FREEZE WAIVER - COUNTY CLERK'S OFFICE

(For a copy of Resolution see page 2162)

Motion was made by Metzger, seconded by Marvin

AYES: Daily, Eads, Goodrick, Marvin, Metzger,
Osborn, Purdy, Sanders, Zuhone (9)

NAYS: Lawrence (1)

ABSENT: Bell, Degler (2)

MIDWEST DISASTER GRANT POLICIES

* PUBLIC NOTICE-AFFIRMATIVE FAIR HOUSING POLICY (see page 2163)

* CITIZEN PARTICIPATION PLAN (see page 2164)

* RES: CODE OF CONDUCT (see page 2165)

* RESOLUTION ESTABLISHING AN EQUAL EMPLOYMENT POLICY INCLUDING
PROVISIONS TO BENEFIT INDIVIDUALS WITH DISABILITIES
(see page 2166-2170)

* PROCUREMENT POLICY (see page 2171-2174)

* PROHIBITION OF USE OF EXCESSIVE FORCE (see page 2175)

* RESIDENTIAL ANTI DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR
COLES COUNTY (see page 2176-2177)

(The following 7 resolutions were passed with one vote)

Motion was made by Metzger, seconded by Lawrence

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Degler (2)

RESOLUTION TO ABATE TAX LEVY

- * Abate Tax Levy - Public Building Commission (see page 2178)
- * Abate Tax Levy - General Obligation Bonds (see page 2179-2180)

The following 2 resolutions were passed with one vote.

Motion was made by Metzger, seconded by Marvin

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Degler (2)

RESOLUTIONS TO AMEND FY 2012 BUDGET

- * RESOLUTION RE: BUDGET ADJUSTMENTS GENERAL FUND (see pages 181-2182)
- * RESOLUTION RE: BUDGET ADJUSTMENTS PROBATION SERVICE FEE FUND (see page 2183)
- * RESOLUTION RE: BUDGET ADJUSTMENTS GENERAL LONG TERM DEBT ACCOUNT (see page 2184)
- * RESOLUTION RE: BUDGET ADJUSTMENTS GIS FUND (see page 2185)
- * RESOLUTION RE: BUDGET ADJUSTMENTS INCREASE LINE ITEM- HIGHWAY EXPENSE (see page2186)

The following 5 resolutions were passed with one vote.

Motion was made by Metzger, seconded by Sanders

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Degler (2)

RESOLUTION RE: CAPITAL IMPROVEMENT FUND

(For a copy of the resolution see page 2187)

Motion was made by Metzger, seconded by Sanders

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Degler (2)

RESOLUTION RE: STOP THE POWER LINES COALITION

Motion was made by Metzger, seconded by Marvin to amend the Resolution.

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Degler (2)

Motion was made by Metzger, seconded by ZuHone to pass the Resolution as amended.

(For a copy of the Amended Resolution see page 2188)

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Degler (2)

LOCAL AGENCY AGREEMENT & ENGINEER AGREEMENT RE: CH-3

(For a copy of the Agreement see pages 2189-2199)

Motion was made by ZuHone, seconded by Osborn

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Degler (2)

**JURISDICTIONAL TRANSFER AGREEMENT & RESOLUTION RE:
REASOR AVENUE**

(For a copy of the Agreement see pages 2200-2202)

Motion was made by ZuHone, seconded by Osborn

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Degler (2)

**CONTRACT TO PROVIDE SPECIAL POLICE SERVICES
Between the Village of Ashmore and Coles County, Illinois**

Motion was made by Osborn, seconded by Metzger to remove from table.

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Degler (2)

(For a copy of the Agreement see pages 2203-2204)

Motion was made by Osborn, seconded by Purdy

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Degler (2)

ANNOUNCEMENT OF APPOINTMENTS

1. One appointment to the Airport Authority.

ADJOURNED

Motion by Marvin, seconded by Zuhone the Coles County Board was adjourned at 7:40p.m..

AYES: Daily, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborn, Purdy, Sanders, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Degler (2)

ATTEST:

_____ County Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: HIRING FREEZE WAIVER

WHEREAS, the County is currently under a hiring freeze; and

WHEREAS, the Maintenance Department requested that the Building & Grounds Committee recommend to the County Board to waive the hiring freeze to fill an existing position in the Maintenance Department.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to waive the hiring freeze for the above stated position in the Maintenance Department.

DATED this ____ day of _____, 2013

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: HIRING FREEZE WAIVER

WHEREAS, the County is currently under a hiring freeze; and

WHEREAS, Brian Bower, State's Attorney requested that the County Offices/Rules Committee recommend that the County Board waive the hiring freeze to fill an open position with a paralegal in the State's Attorney's Office.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to waive the hiring freeze for the above mentioned position in the State's Attorney's Office.

DATED this ____ day of _____, 2013.

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: HIRING FREEZE WAIVER

WHEREAS, the County is currently under a hiring freeze; and

WHEREAS, County Clerk's Sue Rennels requested that the County Offices/Rules Committee recommend that the County Board waive the hiring freeze to fill an existing Recorder's position for the County Clerk's Office.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to waive the hiring freeze for the above stated position in the County Clerk's Office.

DATED this ____ day of _____, 2013.

ATTEST:

_____ Clerk

**PUBLIC NOTICE
AFFIRMATIVE FAIR HOUSING POLICY**

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

Coles County, Illinois advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

Coles County shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Illinois Department of Human Rights or the U.S. Department of Housing and Urban Development.

Coles County has designated the following Coles County Regional Planning as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: Kelly Lockhart _____

OFFICE: Coles County Regional Planning and Development Commission

ADDRESS: 651 Jackson, Rm 309

CITY/STATE/ZIP CODE: Charleston Illinois 61920

PHONE NUMBER: (217) 348-0521

HOURS: 8:30-4:30 M-F



CITIZEN PARTICIPATION PLAN

The County of Coles has adopted the following Citizen Participation Plan to provide for the involvement of all residents of the community in the composition, implementation and assessment of its Illinois "Ike" Disaster Recovery Program (IDRP) grant. A copy of this plan will be made available to the public upon request.

As part of the citizen participation requirements and to maximize citizen interaction, the

County of Coles shall:

1. Provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed IDRP project.
2. Provide for and encourage citizen participation with particular emphasis on participation by persons of low and moderate income in areas in which funds are proposed to be used.
3. Provide for a procedure for responding to citizens' complaints regarding activities carried out utilizing IDRP funds. A written response to every citizen complaint will be sent within 15 working days of the complaint
4. Identify how the needs of non-English speaking residents and persons with disabilities will be met in the case of public hearings.
5. Maintain a record of all complaints, written responses, Public Hearing notices and minutes, and any other Citizen Participation documentation.

ADOPTION

This Citizen Participation Plan is hereby adopted by Coles County on this _____ day of _____, 2013_.

WITNESS

CHIEF ELECTED OFFICIAL

**RESOLUTION
CODE OF CONDUCT**

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 24 CFR; Part 85 (85.36(b.)(3)) and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of Coles County engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of Coles County shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or
- d. An organization which employs, or is about to employ any of the above;

has a financial or other interest in the firm selected for award.

Coles County officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against Coles County officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this _____ day of _____, _____.

Paul Daily, County Board Chairman

ATTEST:

County Clerk

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Resolution NO. _____

A RESOLUTION ESTABLISHING AN EQUAL EMPLOYMENT POLICY INCLUDING PROVISIONS TO BENEFIT INDIVIDUALS WITH DISABILITIES

WHEREAS, the County of Coles, Illinois desires to assure equal opportunity to all individuals, regardless of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service, to avail themselves of gainful employment opportunity; and

WHEREAS, the County of Coles, Illinois has determined that the passage of a resolution promoting equal employment opportunity is an effective method of providing gainful employment to minority, elderly, women, and persons with disabilities desiring employment with the County of Coles, Illinois.

BE IT THEREFORE RESOLVED AS FOLLOWS: for the purpose of this resolution, the term "minority" will refer to American Indians, Asians, Blacks, or Hispanics, or to such protected classes as youth, elderly, women, or persons with disabilities.

- A. The County of Coles hereby declares to uphold, defend, enforce, and advocate for all laws related to Equal Employment Opportunity including, but not limited to, the following:
1. Title VI of the Civil Rights Act of 1964 which prohibits discrimination in the participation in or benefits of programs or activities receiving federal financial assistance on the basis of race, color, or national origin.
 2. Title VII of the Civil Rights Act of 1964 which prohibits discrimination because of race, color, religion, sex or national origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges and conditions of employment.
 3. Title IX of the Education Amendments of 1972 which prohibits discrimination in federally assisted education programs.
 4. The Equal Pay Act of 1963 which covers all employees who are covered by the Fair Labor Standards Act. The Act forbids pay differentials on the basis of sex.
 5. The Age Discrimination Act of 1967 which prohibits discrimination because of age against anyone between the ages of 40 and 65.

6. Federal Executive Order 11246 which requires every contract with federal financial assistance to contain a clause against discrimination because of race, color, religion, sex, or national origin.

7. Section 504 of the Rehabilitation Act of 1973 and DOL Implementing Regulations at 29 CFR 32 which prohibits any discrimination based on disability.

8. Section 188 of WIA and the U.S. DOL Regulations at 29 CFR Parts 31 and 32 which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subject to discrimination on the basis of race, color, or national origin, under any program or activity receiving Federal financial assistance from the Department of Labor.

9. Chapter 68, Article I, Section 17-19 of the Illinois Constitution which prohibits discrimination based on race, color, creed, national ancestry, disability, and sex in the hiring and promotion practices of any employer.

10. The Americans with Disabilities Act of 1990 which prohibits discrimination against people with disabilities on the basis of their disability.

11. Illinois Human Rights Act (775 ILCS 5) which prohibits discrimination based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations.

B. The County of Coles will assure non-discriminatory employment practices in recruitment, recruitment advertising, employment, placement, layoff or termination, promotion, demotion or transfer, rate of pay or other forms of compensation and use of facilities.

C. The County of Coles will not contract with other agencies, banks, businesses, vendors, etc., who practice or establish a pattern of discrimination based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military.

D. The County of Coles will incorporate into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary of Labor or of any prior authority that remains in effect, which is paid in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

1. In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- a) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- b) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- c) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

- d) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- e) That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

- f) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

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

D. The County of Coles assures that it will actively provide nondiscriminatory outreach, selection, and service to all individuals.

- E. Efforts will be made to hire minority individuals for all job categories so that minority employment in all categories of the work force will represent a proportionate share of minority populations in the County of Coles as well as surrounding areas.
- F. The County of Coles will provide accommodations to the best of its ability for employees with disabilities, contingent on budget and structural limitations.
- G. All County of Coles employees are expected to adhere to the above policy and to work actively for its implementation both internally and in carrying out Village/City program activities.
- H. The County of Coles designates the County Board Chairman and County Board to carry out the EEO/AA plan.

Passed this _____ day of _____, _____.

Paul Daily, County Chairman

ATTEST:

County Clerk

(SEAL)

RESOLUTION PROCUREMENT POLICY

PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for Coles County related to the implementation and administration of the CDBG award. All procurement will be done in accordance with 24 CFR; Part 85.36.

POLICY

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) small purchase procedures; (b) sealed bids (formal advertising); (c) competitive proposals; (d) noncompetitive proposals.

- A. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$100,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources.**
- B. In sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction.**
 - 1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:**
 - (a) A complete, adequate and realistic specification or purchase description is available.**
 - (b)**

- (c) Two or more responsible bidders are willing and able to compete effectively for Coles County's business; and**
- (d) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.**

2. When sealed bids are used for a procurement under a grant, the following requirements apply:

- (a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.**
- (b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.**
- (c) All bids shall be opened publicly at the time and place stated in the invitation for bids.**
- (d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of Coles County indicates that such discounts are generally taken.**
- (e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.**

C. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals is generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:

- 1. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.**
- 2. Requests for Proposals shall be solicited from an adequate number of qualified sources.**
- 3. Coles County shall have a method for conducting evaluations of the proposals received and for selecting awardees.**

- 4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.**
 - 5. Coles County may use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It can not be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.**
- D. Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:**
- 1. The item is available from only a single source;**
 - 2. After solicitation of a number of sources, competition is determined inadequate;**
 - 3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and**
 - 4. The Department of Commerce and Economic Opportunity (DCEO) authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of DCEO).**
- E. Coles County will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.**
- F. Any other method of procurement must have prior approval of the DCEO.**

CONTRACT PRICING

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. Coles County shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

Coles County shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Passed and adopted this _____ day of _____, _____.

Paul Daily, County Board Chairman

ATTEST

County Clerk

PROHIBITION OF THE USE OF EXCESSIVE FORCE

A RESOLUTION OF THE *COUNTY OF COLES*, ILLINOIS, ADOPTING POLICY PROTECTING INDIVIDUALS ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATION.

WHEREAS, the Congress of the United States has passed Section 104 (l) to the Title I of the Housing and Community Development Act stating that no CDBG funds may be obligated or expended by any unit of local government that fails to adopt and enforce a policy of prohibiting the use of excessive force by local law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction;

AND WHEREAS, the *County of Coles* has received a Community Development Block Grant and is required to comply with Title I of the Housing and Community Development Act;

AND WHEREAS, the failure to enforce such policies may cause the *County* to lose its grant or eligibility for future grants;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF *COLES COUNTY*, ILLINOIS:

SECTION 1 It is the POLICY of *Coles County* that excessive force by local law enforcement agencies shall not be used against individuals engaged in lawful and nonviolent civil rights demonstrations within the *County* boundaries.

SECTION 2 It is the POLICY of *Coles County* to enforce applicable state and local laws against the physical barring of an entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction.

SECTION 3 *Coles County* directs the County Sheriff to implement this Resolution by amending applicable law enforcement department procedures.

PASSED BY THE COUNTY OF COLES, ILLINOIS.

SIGNED

BY: _____ TITLE: _____

DATE: _____ ATTEST: _____

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN for COLES COUNTY, ILLINOIS

Every effort will be made to minimize temporary or permanent displacement of persons due to a CDBG project undertaken by the municipality.

However, in the event of displacement as a result of a federally funded award, COLES COUNTY will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, to any household, regardless of income which is involuntarily and permanently displaced.

If the property is acquired, but will not be used for low/moderate income housing under 104(d) of the Housing and Community Development Act of 1974, as amended, the displacement and relocation plan shall provide that before obligating and spending funds that will directly result in such demolition or conversion the municipality will make public and submit to the Illinois Department of Commerce and Economic Opportunity (DCEO) the following information:

- a. Comparable replacement housing in the community within three (3) years of the commencement date of the demolition or rehabilitation;
- b. A description of the proposed activity;
- c. The general location on a map and appropriate number of dwelling units by number of bedrooms that will be demolished or converted to a use other than as low and moderate income dwelling units as a direct result of the assisted activity;
- d. A time schedule for the commencement and completion date of the demolition or conversion;
- e. The general location on a map and appropriate number of dwelling units by number of bedrooms that will be provided as replacement dwelling units;
- f. The source of funding and a time schedule for the provision of replacement dwelling units;
- g. The basis for concluding that each replacement dwelling unit will remain a low and moderate income dwelling unit for at least ten (10) years from the date of initial occupancy;
- h. Relocation benefits for all low or moderate income persons shall be provided, including reimbursement for moving expenses, security deposits, credit checks, temporary housing, and other related expenses and either:
 1. Sufficient compensation to ensure that, at least for five (5) years after being relocated, any displaced low/moderate income household shall not bear a ratio of shelter costs to income that exceeds thirty (30) percent, or:
 2. If elected by a family, a lump-sum payment equal to the capitalized value of the compensation available under subparagraph 1. above to permit the household to secure participation in a housing cooperative or mutual housing association, or a Section 8 certificate of voucher for rental assistance.
- i. Persons displaced shall be relocated into comparable replacement housing that is decent, safe, and sanitary, adequate in size to accommodate the occupants, functionally equivalent, and in an area not subject to unreasonably adverse environmental conditions;

j. Provide that persons displaced have the right to elect, as an alternative to the benefits in subparagraph 2. above, to received benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 if such persons determine that it is in their best interest to do so; and

k. The right of appeal to the executive director of DCEO where a claim for assistance under subparagraph 2. above, is denied by the grantee. The executive director's decision shall be final unless a court determines the decision was arbitrary and capricious.

l. Paragraphs a. through k. above shall not apply where the HUD Field Office objectively finds that there is an adequate supply of decent, affordable low/moderate income housing in the area.

m. Consistent with the goals and objectives of activities assisted under the Act, the Coles County will take the following steps to minimize the displacement of persons from their homes:

1. All public facilities projects (water, sewer, gas, etc.) will be designed so that there will be not displacement of any residences or business;
2. No homes will be demolished that can be reasonably rehabilitated; and
3. There will be no displacement of any residential or business occupants on CDBG projects.

CERTIFICATION OF COMPLIANCE

COLES COUNTY anticipates no displacement or relocation activities will be necessitated by this project. Should some unforeseen need arise, the town certifies that it will comply with the Uniform Relocation Act and Section 104 (d) of the Housing and Community Development Act of 1974, as amended.

Printed County Official Name: _____

Title: _____

Signature: _____

Date of Adoption: _____

State of Illinois)
)
County of Coles)

RESOLUTION TO ABATE TAX LEVY

WHEREAS, the Coles County Public Building Commission did on December 6, 1996 issue public building revenue bonds totaling \$600,000 denomination of \$5,000 due serially on December 1 in each of the years in the amount and bearing interest as follows:

<u>YEAR</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>RATE</u>	<u>YEAR</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>RATE</u>
1998	\$10,000	5.75%	2010	\$ 25,000	5.75%
1999	10,000	5.75	2011	25,000	5.75
2000	15,000	5.75	2012	25,000	5.75
2001	15,000	5.75	2013	30,000	5.75
2002	15,000	5.75	2014	30,000	5.75
2003	15,000	5.75	2015	30,000	5.75
2004	15,000	5.75	2016	35,000	5.75
2005	20,000	5.75	2017	35,000	5.75
2006	20,000	5.75	2018	40,000	5.75
2007	20,000	5.75	2019	40,000	5.75
2008	20,000	5.75	2020	45,000	5.75
2009	20,000	5.75	2021	45,000	5.75

WHEREAS, said bonds were issued and sold in order for said Commission to gain revenue for the construction, acquisition and installation of the Office of the Regional Superintendent of Schools, and

WHEREAS, a copy of the Ordinance as passed by the Coles County Board was duly filed with the County Clerk of Coles County, Illinois, for the purpose of a tax being levied to produce sufficient revenue for the redemption of said bonds as they mature, all in accordance with the provisions of the statutes of Illinois applicable thereto, and

WHEREAS, said Commission will have funds arising from other sources of revenue, particularly from the income derived from an intergovernmental agreement among the Counties of Clark, Coles, Cumberland, Douglas, Moultrie and Shelby, which may lawfully be used for the retirement of said bonds, issued December 6, 1996, maturing in 2013, together with interest thereon all bonds of said issue of December 6, 1996, due and payable during the year 2013.

NOW, THEREFORE BE IT RESOLVED by the Coles County Board that the County Clerk of Coles County, Illinois, shall abate the levy for the payment of said public revenue bonds of December 6, 1996, for the year 2013.

DATED this ___ day of _____, 2013.

ATTEST: _____ Clerk

State of Illinois)
)
 County of Coles)

RESOLUTION TO ABATE TAX LEVY

WHEREAS, the Coles County Board did on October 12, 2010 issue general obligation (sales tax alternative revenue source) bonds totaling \$1,275,000 denomination of \$5,000 due serially on December 1 in each of the years in the amount and bearing interest as follows:

Date	Principal	Interest Rate	Interest Due	Fiscal Total And Levy	Levy Year
12/01/2011	80,000	3.550	56,568.75		
06/01/2012			22,823.75	159,392.50	2010
12/01/2012	115,000	3.550	22,823.75		
06/01/2013			20,782.50	158,606.25	2011
12/01/2013	120,000	3.750	20,782.50		
06/01/2014			18,532.50	159,315.00	2012
12/01/2014	125,000	3.750	18,532.50		
06/01/2015			16,188.75	159,721.25	2013
12/01/2015	125,000	3.750	16,188.75		
06/01/2016			13,845.00	155,033.75	2014
12/01/2016	130,000	3.900	13,845.00		
06/01/2017			11,310.00	155,155.00	2015
12/01/2017	135,000	3.900	11,310.00		
06/01/2018			8,677.50	154,987.50	2016
12/01/2018	140,000	3.900	8,677.50		
06/01/2019			5,947.50	154,625.00	2017
12/01/2019	150,000	3.900	5,947.50		
06/01/2020			3,022.50	158,970.00	2018
12/01/2020	155,000	3.900	3,022.50	158,022.50	2019

WHEREAS, said bonds were issued and sold in order for said County Board to gain revenue for the purpose of altering, repairing and equipping County buildings, and

WHEREAS, a copy of the Ordinance as passed by the Coles County Board was duly filed with the County Clerk of Coles County, Illinois, for the purpose of a tax being levied to produce sufficient revenue for the redemption of said bonds as they mature, all in accordance with the provisions of the statutes of Illinois applicable thereto, and

WHEREAS, said County Board will have funds arising from other sources of revenue, particularly from receipts of general sales taxes as the alternate revenue source, which may lawfully be used for the retirement of said bonds, issued October 12, 2010, maturing in 2013, together with interest thereon all bonds of said issue of October 12, 2010, due and payable during the year 2013.

NOW, THEREFORE BE IT RESOLVED by the Coles County Board that the County Clerk of Coles County, Illinois, shall abate the levy for the payment of said general obligation bonds of October 12, 2010, for the year 2013.

DATED this ____ day of _____, 2013.

ATTEST:

_____ Clerk

State of Illinois)
)
County of Coles)

**RESOLUTION RE: BUDGET ADJUSTMENTS
GENERAL FUND**

WHEREAS, the Finance Committee received requests for budget adjustments from several offices as follows:

REVENUE:

1. Increase line item 001-4054-000, Court Automation reimburse, \$32,000; and
2. Increase line item 001-4069-000, Child Support reimburse, \$1,200; and
3. Increase line item 001-4072-000, Liability/Workmen's Comp, \$48,400; and
4. Increase line item 001-4086-000, Fuel reimburse, \$47,000; and
5. Increase line item 001-4105-000, Sheriff K-9, \$20; and
6. Increase line item 001-4202-000, Bullet Proof Vest Grant, \$1, 470; and

EXPENSES:

1. Decrease line item 001-7085-001, Employer Health Ins., \$9,350; and
2. Decrease line item 001-7090-001, Unemployment Compensation, \$9,000; and
3. Increase line item 001-7130-001, Insurance, \$55,600; and
4. Increase line item 001-7160-001, Audit & Budget, \$5,250; and
5. Decrease line item 001-7185-001, Publishing notices, \$1,500; and
6. Increase line item 001-7370-001, Fleet Fuel, \$50,000; and
7. Increase line item 001-7590-001, Labor Negotiations, \$1,100; and
8. Increase line item 001-7596-001, Unbudgeted Emergency Expense, \$1,500; and
9. Increase line item 001-7111-002, Equipment Maintenance, \$5,400; and
10. Decrease line item 001-7199-002, Computer Program Mtce, \$12,800; and
11. Increase line item 001-7420-002, Computer Equipment, \$7,400; and
12. Decease line item 001-7590-005, Contingency, \$214,650; and
13. Increase line item 001-7150-007, Travel & Training, \$100; and
14. Decrease line item 001-7181-007, Postage, \$3,000; and
15. Increase line item 001-7310-007, Office Supplies, \$500; and
16. Increase line item 001-7313-007, Voter Registration, \$2,400; and
17. Increase line item 001-7033-009, Per Diem-Merit Commission, \$700; and
18. Increase line item 001-7181-009, Postage, \$100; and
19. Increase line item 001-7188-009, Training, \$9,900; and
20. Increase line item 001-7242-009, VisionAir, \$3,900; and
21. Increase line item 001-7370-009, Fleet Fuel, \$43,500; and
22. Increase line item 001-7402-009, Bullet Proof Vest Grant, \$1,470; and
23. Increase line item 001-7425-009, Non Emergency Dispatch, \$50; and
24. Increase line item 001-7441-009, Police Equipment, \$3,600; and
25. Increase line item 001-7111-010, Equipment Maintenance, \$340; and
26. Decrease line item 001-7150-010, Travel, \$300; and
27. Increase line item 001-7181-010, Postage, \$1,400; and

28. Decrease line item 001-7310-010, Office Supplies, \$1,100; and
29. Decrease line item 001-7410-010, Office Equipment, \$340; and
30. Increase line item 001-7055-011, Administrative Assistant, \$3,000; and
31. Decrease line item 001-7150-011, Judges Travel, \$3,900; and
32. Increase line item 001-7171-011, Juror fees, \$8,400; and
33. Decrease line item 001-7181-011, Postage, \$220; and
34. Increase line item 001-7310-011, Office supplies, \$4,100; and
35. Increase line item 001-7312-011, Chief Judges Expense, \$20; and
36. Decrease line item 001-7111-012, Equipment Maintenance, \$2,300; and
37. Increase line item 001-7152-012, Investigation, \$550; and
38. Increase line item 001-7153-012, Books, \$6,100; and
39. Decrease line item 001-7159-012, Check Diversion, \$6,100; and
40. Increase line item 001-7167-012, Special Court Reporter, \$700; and
41. Increase line item 001-7310-012, Office Supplies, \$450; and
42. Increase line item 001-7410-012, Office Equipment, \$600; and
43. Increase line item 001-7520-013, Regional Education Office, \$2,500; and
44. Decrease line item 001-7143-014, Fuel & Lights, Jail, \$7,500; and
45. Increase line item 001-7148-014, Water, \$7,500; and
46. Increase line item 001-7490-014, Improvement-Land & Bldg, \$40,000; and
47. Increase line item 001-7181-015, Postage, \$4,500; and
48. Increase line item 001-7185-015, Publishing Notices, \$12,800; and
49. Decrease line item 001-7149-016, Communication, \$20; and
50. Increase line item 001-7411-016, Safety Equipment, \$20; and
51. Increase line item 001-7164-018, Autopsies, \$17,000; and
52. Increase line item 001-7150-019, Travel & Training, \$1,900; and
53. Decrease line item 001-7186-019, Juvenile Detention, \$1,900; and
54. Increase line item 001-7590-020, Court Appointed Counsel, \$32,500; and
55. Increase line item 001-7310-022, Office Supplies, \$700; and
56. Increase line item 001-7340-022, Cleaning Supplies, \$2,200; and
57. Increase line item 001-7370-022, Fuel, \$21,500; and
58. Increase line item 001-7381-022, Medicine, \$4,900; and
59. Increase line item 001-7410-022, Equipment, \$1,200; and
60. Increase line item 001-7570-022, Refunds, \$100; and
61. Increase line item 001-7590-022, Miscellaneous, \$1,600; and
62. Increase line item 001-7113-029, Sheriff K-9 Expense, \$20; and
63. Increase line item 001-7411-031, Office equipment, \$1,200; and
64. Increase line item 001-7411-039, Other Expense - Court Automation, \$32,000; and

WHEREAS, the Finance Committee recommends that these adjustments be made to comply with standard auditing procedures.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the County Budget as stated above.

DATED this ___ day of _____, 2013.

ATTEST: _____ Clerk

State of Illinois)
)
County of Coles)

**RESOLUTION RE: BUDGET ADJUSTMENTS
PROBATION SERVICE FEE FUND**

WHEREAS, the Finance Committee received requests for budget adjustments from several offices as follows:

EXPENSES:

1. Increase line item 034-4070-057, Probation Fees, \$17,600; and
2. Increase line item 034-7171-057, Drug Testing, \$5,300; and
3. Increase line item 034-7188-057, Training, \$12,300; and

WHEREAS, the Finance Committee recommends that these adjustments be made to comply with standard auditing procedures.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the County Budget as stated above.

DATED this ___ day of _____, 2013.

ATTEST: _____ Clerk

State of Illinois)
)
County of Coles)

**RESOLUTION RE: BUDGET ADJUSTMENTS
GENERAL LONG TERM DEBT ACCOUNT**

WHEREAS, the Finance Committee received requests for budget adjustments from several offices as follows:

EXPENSES:

1. Increase line item 014-7088-055, Principal Payment, \$500; and

WHEREAS, the Finance Committee recommends that these adjustments be made to comply with standard auditing procedures.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the County Budget as stated above.

DATED this ___ day of _____, 2013.

ATTEST: _____ Clerk

State of Illinois)
)
County of Coles)

**RESOLUTION RE: BUDGET ADJUSTMENTS
GIS FUND**

WHEREAS, the Finance Committee received requests for budget adjustments from several offices as follows:

EXPENSES:

1. Decrease line item 015-7150-056, Workshop/Travel, \$1, 450; and
2. Increase line item 015-7420-056, Computer Software, \$1,450; and

WHEREAS, the Finance Committee recommends that these adjustments be made to comply with standard auditing procedures.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the County Budget as stated above.

DATED this ___ day of _____, 2013.

ATTEST: _____ Clerk

RESOLUTION TO INCREASE LINE ITEM

County Highway FY2012
002-7370-050-000 Vehicle Expense

WHEREAS, the Coles County Highway Department has unobligated funds in its County Highway Fund; and,

WHEREAS, an increase in line item 002-7370-050-000, County Highway Vehicle Expense is necessary to balance this line item due to vehicle repairs;

NOW, THEREFORE BE IT RESOLVED, that line item 002-7370-050-000, County Highway Vehicle Expense be increased by \$665.00 to \$16,665.00 to cover additional vehicle repair expenses in the 2012 budget year.

**STATE OF ILLINOIS
COUNTY OF COLES**

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the County Board of Coles County on 13th day of February 2013.

Coles County Clerk (SEAL)

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: CAPITAL IMPROVEMENT FUND

WHEREAS, the County Board of Coles County, Illinois, created a Capital Improvement Fund in 2006 by using the funds remaining in the Contingency Fund; and

WHEREAS, the Finance Committee is desirous to continue to fund the Capital Improvement Fund by using the amount remaining in the Contingency Fund at the end of each fiscal year.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, to continue funding the Capital Improvement Fund and authorizes the County Treasurer to transfer the remaining amount in the Contingency Fund at the end of each fiscal year to the Capital Improvement Fund.

DATED this ____ day of _____, 2013.

ATTEST:

County Clerk

**RESOLUTION RE: STOP
THE POWER LINES COALITION**

WHEREAS, The Ameren Corporation is proposing to build a 345,000-volt power line across central Illinois, which will adversely affect homes, farms and business in Coles County; and

WHEREAS, the County Board of Coles County, Illinois encourages a business partnership approach to expand the transmission grid rather than the right of eminent domain.

WHEREAS, this line will provide little benefit to the area and may, in fact, be a detriment to economic development in Coles County; and

WHEREAS, we have received numerous complaints from area residents regarding the lack of transparency of route selection and lack of communication prior to the selection of the routes;

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to oppose Ameren's Illinois Rivers Transmission Project.

Upon motion by _____, seconded by _____

AYES:

NAYS:

ABSENT:



**Local Agency Agreement
for Federal Participation**

Local Agency Coles County	State Contract	Day Labor	Local Contract X	FHWA Account
Section 12-00155-00-BR	Fund Type STP-OFF SYS BR		ITEP and/or SRTS Number	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-97-008-13	BROS-0029(294)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name 2400 E Route CH - 3 Length 1000'

Termini 0.9 miles south of Ashmore over Polecat creek.

Current Jurisdiction Coles County Existing Structure No 015-3201

Project Description

Preliminary Engineering for a bridge with PPCDB superstructure on steel H-pile supported concrete spill-thru abutments; reconstruction of the approach roadways and incidental work required to complete the section.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	32,000	(80)		()	8,000	(20)	40,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 32,000		\$		\$ 8,000		\$ 40,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final Inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Paul Daily

Name of Official (Print or Type Name)

County Board Chairperson

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 376000640 conducting business as a Governmental Entity.

DUNS Number 029964541

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

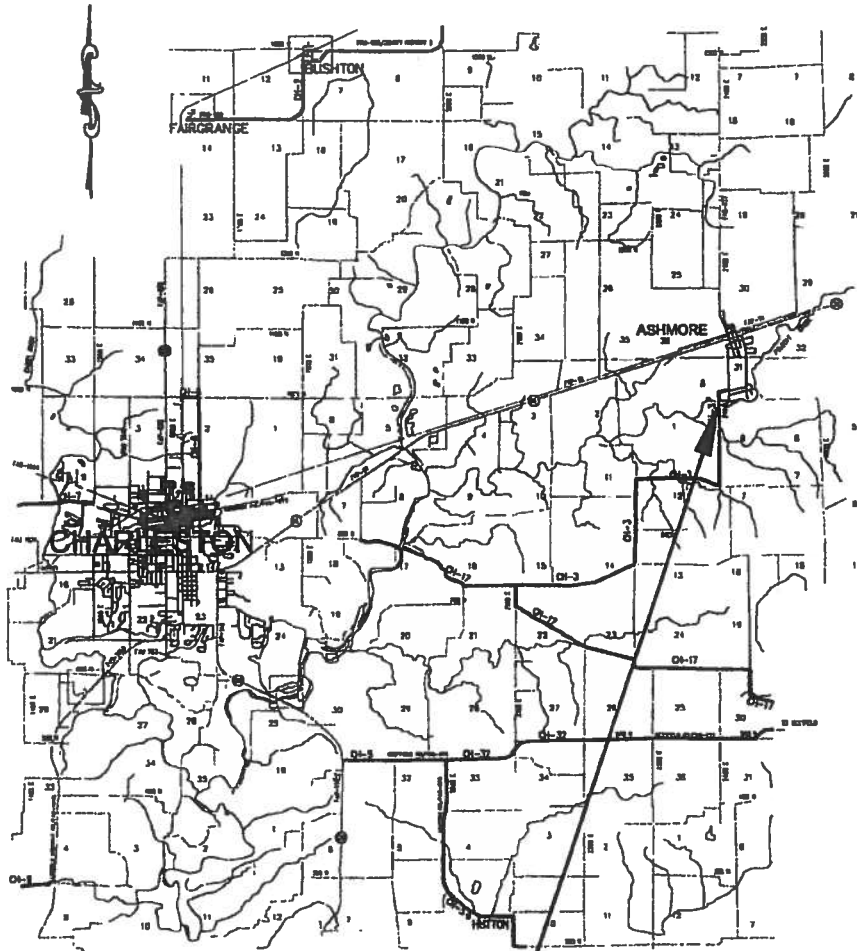
Date

Matthew R. Hughes, Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Coles County
SN 015-3201



Proposed Project Location

Local Agency Coles County Highway Department	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant ESI Consultants, Ltd.
County Coles				Address 753 Windsor Road
Section 12-00155-00-BR				City Charleston
Project No. BROS-0029(294)				State IL
Job No. P-97-008-13				Zip Code 61920
Contact Name/Phone/E-mail Address Rick Johnson 217.348.0527 rjohnson@co.coles.il.us	Contact Name/Phone/E-mail Address Daniel Feuerborn 217.348.1900 dfeuerborn@esiconsultantsltd.com			

THIS AGREEMENT is made and entered into this _____ day of _____, 2013 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name CH 3 over Polecat Creek Route CH 3 Length 1000' Structure No. 015-3201

Termini Approximately 500' each end of bridge.

Description Surveying, Foundation Borings and Engineering services for structure replacement.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend up to two (2) meetings and/or visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES shown in EXHIBIT A.

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.



**Illinois Department
of Transportation**

**Local Agency Agreement for
Jurisdictional Transfer**

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality: City of Charleston	Municipality: na
Township/Road District: na	Township/Road District: na
County: na	County: Coles

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Reasor Avenue Route FAU 7649 Length 0.25 miles
 Termini from IL 130 westerly 0.25 miles in its entirety

This transfer does does not include Structure No. _____

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval _____ calendar days after _____ .

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement #1, #2 and #3 for location map, resolution and ordinance.
 (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name John Inyart

Name Paul Daily

Title Mayor
 Chairman County Board/Mayor/Village President/etc.

Title Chairman County Board
 Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature _____

APPROVED

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By: _____

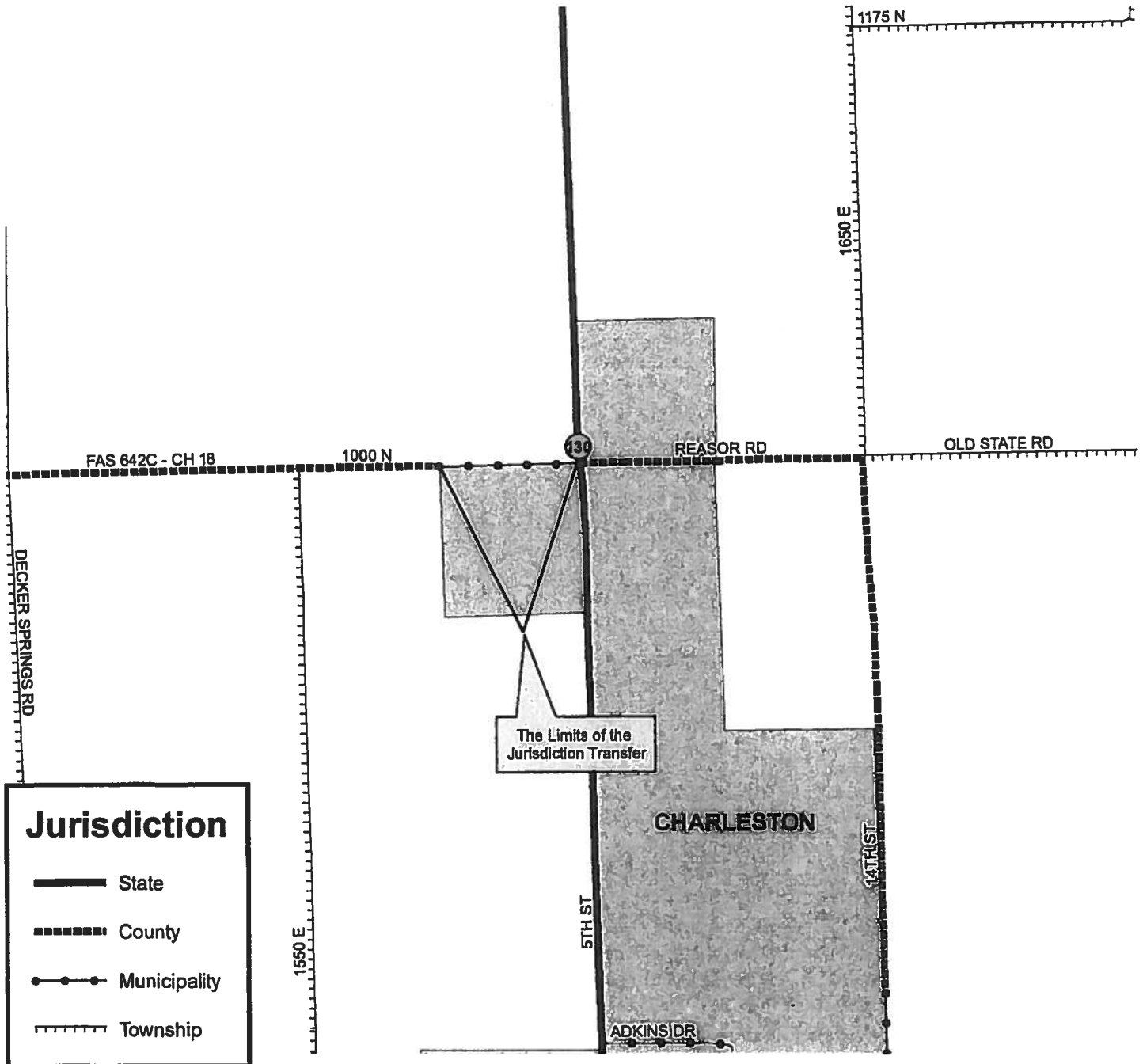
Director of Highways

Date _____



Jurisdictional Transfer

City of Charleston to Coles County
 Reasor Avenue
 from IL 130 westerly 0.25 miles,
 in its entirety



County Resolution

**Transfer Jurisdiction of Roadways between
Coles County and the City of Charleston**

Provide for the addition of Reasor Avenue/ 1000N (Route FAU 7649), 0.25 miles in length from Illinois Route 130 westerly 0.25 miles, in its entirety, in Coles County, IL.

Whereas the County Board of Coles and the City of Charleston entered into an agreement for transfer of jurisdiction of the above location to the County Highway System.

Now, therefore, be it resolved, that the above location, with Department of Transportation approval, be added to the highway system of Coles County and that said added route is identified as County Highway 18 from Illinois Route 130 westerly 0.25 miles, in its entirety.

Be it further resolved, that the clerk is hereby directed to transmit three certified copies of this Resolution to the State through its Regional Engineer's Office at 400 West Wabash, Effingham, Illinois. This transfer will become effective upon IDOT approval.

Certificate

Sue Rennels, County Clerk in and for said County 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 County Board of Coles County at its monthly meeting held on _____, 2013.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Charleston, IL, in said County, this _____ day of _____, 2013.

(SEAL)

County Clerk

CONTRACT TO PROVIDE SPECIAL POLICE SERVICES
Between the Village of Ashmore and Coles County, Illinois

This contract is made this ____ day of _____, 2012, by and between the Village of Ashmore, Illinois, (hereinafter referred to as the Village) and the County of Coles, (hereinafter referred to as the County).

WHEREAS, the Village of Ashmore is within the boundaries of the County of Coles, and desires to contract with the County to provide additional police services to be assigned to the Village;

WHEREAS, agreements for intergovernmental cooperation in providing law enforcement protection to the citizens of Illinois are encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act of Illinois, Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq. and;

WHEREAS, the Sheriff's Department shall continue to serve as the Village of Ashmore's law enforcement authority;

WHEREAS, the Village desires to pay the County an hourly rate to provide additional services to the Village of Ashmore not currently being provided by the Sheriff;

NOW THEREFORE THE COUNTY AND VILLAGE AGREE AS FOLLOWS:

1. The Village will pay to the County, seventy-five (\$75.00) per hour for the services listed below as needed by the Village of Ashmore up to ten (10) hours per month; under the direction of the Mayor, the Police Committee Chairperson, or the Village Clerk as authorized by either the Mayor or the Police Committee Chairperson. Additional hours beyond ten (10) hours must be authorized by the Village Board of Trustees, and will be paid to the County at a rate of one-hundred fifty (\$150.00) per hour.
 - (a) Ordinance Enforcement
 - (b) Special Patrols as requested
 - (c) Liquor Code Enforcement
2. The Contract shall be effective this ____ day of _____, 2012, and will be for the period of 6 (six) months. The contract is renewable if agreed upon by both parties.
3. Either party may terminate this agreement by providing thirty (30) days written notice.
4. Time billable to the Village will begin when the deputy enters the Village limits, and will end when the deputy exits the Village limits.
5. Any Ordinance enforcement that is a result of Village requested services under this contract, and requires court appearances by officers of the Sheriff's Department is covered under this agreement and may be billed to the Village of Ashmore.

CONTRACT TO PROVIDE SPECIAL POLICE SERVICES CONTINUED

6. The Sheriff's Department will continue to respond to calls for police service and engage in periodic random police patrol as it currently does for the Village of Ashmore and other incorporated areas of the County, without additional cost to the Village of Ashmore.
7. If the Sheriff's Department shall issue any citation or make any arrest in the Village for a violation of a Village Ordinance, the Village shall be responsible to prosecute the same through its own Village attorneys.
8. The Village understands that emergency situations and calls will take precedence over contracted police services requested by the Village of Ashmore.
9. The County will provide proof of liability insurance in the amount of not less than \$1,000,000 per occurrence, naming the Village of Ashmore as an additional insured.
10. The County will provide proof of Worker's Compensation coverage.
11. The County will bill the Village for services rendered according to this contract by the 3rd Friday of each month, and the Village will pay the department on the 4th Tuesday of each month.
12. This agreement shall not be effective unless and until both parties (Village and County) shall approve the agreement and authorize its representative to execute the contract.

IN WITNESS WHEREOF, the authorized officers of the respective parties have hereinto set their hands and seals on the day first above written.

Chair, Coles County Board
Coles County, Illinois

Date

ATTEST:

Sue Rennels, County Clerk

Village of Ashmore
Coles County, Illinois

Kurt Crail

Kurt Crail

12-18-12

Date

ATTEST:

Tamara S. Ogden

Tamara S. Ogden, Clerk