

COLES COUNTY BOARD

Regular Meeting

March 12, 2013

The regular meeting of the Coles County Board was called to order at 7.00 p.m. with the following members present John Bell, Mark Degler, Jan Eads, Dick Goodrick, Dan Lawrence, Brian Marvin, Stan Metzger, Ron Osborne, 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 Bell, seconded by Metzger to approve the February 13, 2013 County Board minutes.

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

APPOINTMENT TO THE AIRPORT AUTHORITY

Appointment was made by Daily, to appoint Bill Rasmussen to serve on the Airport Authority Board for a five year term until May, 2018 with the consent of the County Board.

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION APPOINTING JURY COMMISSIONER

Motion was made by Metzger, seconded by Marvin to appoint Tad Freezeland to the Jury Commission until August 12, 2013.

(For a copy of the Administrative Order see page 2209)

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION: TAX SALE CERTIFICATE 2008-313

(For a copy of Resolution see page 2210)

Upon motion by Bell, seconded by Lawrence

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION RE: AMEND BUDGET - CIRCUIT CLERK

(For a copy of Resolution see page 2211)

Upon motion by Bell, seconded by Marvin

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

**RESOLUTION RE: EMERGENCY VEHICLE FOR THE
EMERGENCY MANAGEMENT AGENCY**

(For a copy of Resolution see page 2212)

Upon motion by Zuhone, seconded by Metzger

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

**RESOLUTION TO AWARD
SECTION 11-11139-00-BR - PLEASANT GROVE TOWNSHIP**

(For a copy of Resolution see page 2213)

Upon motion by Zuhone, seconded by Bell

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

AGREEMENT - COUNTY HIGHWAY 7

(For a copy of Agreement see page 2214-2218)

Upon motion by Zuhone, seconded by Osborne

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION RE: SENIOR CITIZENS PROPERTY TAX LEVY APPLICATIONS

(For a copy of Resolution see page 2219)

Upon motion by Goodrick, seconded by Marvin

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

FOP AGREEMENT

(For a copy of the Agreement see page 2220)

Upon motion by Osborne, seconded by Marvin

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION RE: HIRING FREEZE WAIVER -SHERIFF'S OFFICE

(For a copy of Resolution see page 2221)

Upon motion by Osborne, seconded by Marvin

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

ANNOUNCEMENT OF APPOINTMENTS

1. One appointment to the Senior Citizens Tax Levy Committee.
2. Two appointments to the Sheriff's Merit Commission
3. Two appointments to the Housing Authority

ADJOURNED

Motion by Bell, seconded by Metzger the Coles County Board was adjourned at 7:45p.m..

Upon motion by Zuhone, seconded by Osborne

AYES: Bell, Daily, Degler, Eads, Goodrick, Lawrence,
Marvin, Metzger, Osborne, Purdy, Zuhone (11)

NAYS: None (0)

ABSENT: Sanders (1)

ATTEST:

_____ County Clerk

IN THE CIRCUIT COURT
FOR THE FIFTH JUDICIAL CIRCUIT OF ILLINOIS
COLES COUNTY, CHARLESTON, ILLINOIS

ADMINISTRATIVE ORDER NO. 2013-1
APPOINTING JURY COMMISSIONER

"An Act in Relation to Jury Commissioners" etc., having been amended so that the provisions thereof extend to include Coles County, Illinois,

IT IS HEREBY ORDERED By the undersigned Circuit Judges that:

Due to a vacancy created by the resignation of CECELIA ROBISON, who was originally appointed as a Jury Commissioner in 2006, and whose present term does not expire until August 12, 2013;

IT IS HEREBY ORDERED THAT:

TAD FREEZELAND, 9225 N. County Rd. 2600 E., Ashmore, IL 61912;


be, and is hereby appointed to serve as Jury Commissioner in Coles County, effective February 8, 2013, to complete the term expiring August 12, 2013;

IT IS FURTHER ORDERED that copies of this Order be filed with the following: Circuit Clerk, County Clerk, County Treasurer, and the Chairman of the County Board of Coles County, Illinois.

DATED, this 8th day of FEBRUARY, 2013.



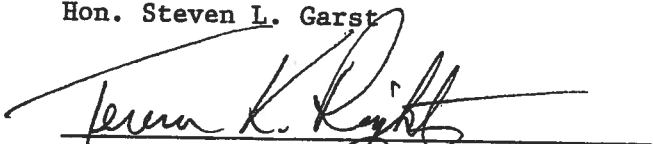
Hon. Millard S. Everhart, Chief Judge



Hon. Matthew L. Sullivan




Hon. Steven L. Garst




Hon. Teresa K. Righter



Hon. Mitchell K. Shick



Hon. Brien J. O'Brien



Hon. James R. Glenn



Hon. Tracy W. Resch

RESOLUTION



WHEREAS, The County of Coles, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

MATTOON TOWNSHIP

PERMANENT PARCEL NUMBER: 07-1-02510-000

As described in certificate(s) : 200800313 sold October 2009

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Fred J Honaker III, has bid \$644.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$145.42 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$104.58 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$44.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$644.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$145.42 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

03-13-001

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: AMEND BUDGET

WHEREAS, the Circuit Clerk requested that the Child Support Maintenance Fund be increased \$800 and the Document Storage Fund be increased \$26,675 to reflect actual expenses for FY 2013; and

WHEREAS, these two funds are Liability Funds and the balances in these funds will cover these additional expenses; and

WHEREAS, the Finance Committee voted to forward a resolution to the County Board amending this year's budget as requested.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the FY 2013 budget as stated above.

Revenue:

 Increase line item 001-4069-000, Child Support Maintenance Reimbursement - \$800

 Increase line item 001-4077-000, Document Storage Reimbursement - \$26,675

Expense:

 Increase line item 001-7411-031, Child Support Maintenance Equipment - \$800

 Increase line item 001-7411-037, Document Storage Expense - \$26,675

DATED this ____ day of _____, 2013.

ATTEST:

Clerk

State of Illinois)
)
County of Coles)

RESOLUTION RE: EMERGENCY VEHICLE
FOR THE EMERGENCY MANAGEMENT AGENCY

WHEREAS, it is the duty of the County Board to designate certain vehicles operated within this County as Emergency Vehicles.

NOW, THEREFORE BE IT RESOLVED that the County Board of Coles County hereby designate the following as an Emergency Vehicle for the Emergency Management Agency:

Dan Ensign Vin# 1B7GL42N12S624905

DATED this ___ day of _____, 20__.

ATTEST:

_____ Clerk

RESOLUTION TO AWARD

Section 11-11139-00-BR

WHEREAS, a letting was held at the Coles County Courthouse on February 20, 2013 at the hour of 10:00 A.M. for Section 11-11139-00-BR, TR 263 in Pleasant Grove Township, and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on February 6 & February 13, 2013; and the State's "Notice to Contractors Bulletin" on February 7 & February 14, 2013, and

WHEREAS, bids were received from 4 qualified contractors, and

WHEREAS, A.J. Walker Construction Company, 421 South 21st Street, Mattoon IL 61938, submitted the low bid in the amount of \$ 147,574.08, and

WHEREAS, the engineer's estimate for said section is \$178,262.00.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to A.J. Walker Construction Company, 421 South 21st Street, Mattoon IL 61938.

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 this 12th day of March 2013.

Sue Rennels, County Clerk (SEAL)



**Local Agency Agreement
for Federal Participation**

Local Agency Coles County	State Contract X		
Section 07-00142-00-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
C-97-007-11	BROS-0029(292)				

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 Union Bridge Route CH 7 Length 550'
 Termini 2.75 miles west of Charleston, over Union Drainage Ditch #3.

Current Jurisdiction Coles County Existing Structure No 015-3022

Project Description

Project will consist of removal of existing structure, placement of PCC Deck Beams (27" Depth), steel piles (HP12x53), concrete structures, earth excavation, aggregate base course and other necessary items to complete the section.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	272,000	(80)	()	()	68,000	(20)	340,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	()	()	()	()	()
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 272,000		\$		\$ 68,000		\$ 340,000

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 \$68,000 divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and 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:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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;
 - 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
 - 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:
- 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;
 - 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;
 - The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (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 (31 U.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 37-6000640 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.

RESOLUTION RE: SENIOR CITIZENS PROPERTY TAX LEVY APPLICATIONS

FY 12-13

WHEREAS, the Senior Citizens Property Tax Levy Committee of Coles County has reviewed the Applications from area senior citizens organizations for funds available in FY 12-13 from the Senior Citizens Property Tax Levy, and

WHEREAS, the Senior Citizens Property Tax Levy Committee recommends that the tax levy money be allocated as follows:

<u>AGENCY</u>	<u>FY 12-13</u>	<u>FY 11-12</u>	<u>FY 10-11</u>
1) Council on Aging	133,125	119,491	117,670
2) Cumberland Assoc.		13,109	12,915
3) Peace Meal	16,875	13,050	12,915
TOTALS:	\$150,000	\$145,650	\$143,500

(Any additional tax dollars received above the original allocation estimate will be disbursed to the Coles County Council on Aging; any deficit will automatically be deducted from each funded agency on a pro-rata basis.)

NOW THEREFORE BE IT RESOLVED that the County Board of Coles County approves the above recommendations of the Senior Citizens Property Tax Levy Committee as proposed above.

DATED this 12th day of March, 2013

Chairman, Coles County Board

Coles County Clerk

APPENDIX J - MEMORANDUM OF AGREEMENT CONCERNING EMPLOYEE WAGE INCREASES EFFECTIVE DECEMBER 1, 2011 – NOVEMBER 30, 2012

THIS MEMORANDUM OF AGREEMENT entered on February 28, 2013 by the County of Coles and the Coles County Sheriff ("Employer") and the Illinois Fraternal Order of Police Labor Council ("Union") is as follows:

WHEREAS, Article 23, Section 23.1 of the parties' collective bargaining agreement, effective December 1, 2009 through November 30, 2012, provided that the parties would meet by April 30, 2011 for the purpose of studying a revised salary schedule structure. The agreement further provided for the reopening of the collective bargaining agreement no later than November 1, 2011 for the sole purpose of negotiating wages effective December 1, 2011 in the event the parties were unable to agree upon a revised salary schedule structure; and

WHEREAS, the parties met and attempted to negotiate a revised salary schedule structure, but were unsuccessful in their endeavor, and, thereafter, reopened the collective bargaining agreement for the sole purposes of negotiating a wage increase effective December 1, 2011; and

WHEREAS, the parties have reached an agreement on a wage increase effective retroactively to December 1, 2011.


NOW THEREFORE, the parties agree as follows:

1. Employees in the bargaining unit shall be paid according to the wage schedules which shall become effective retroactively to December 1, 2011 as set forth in Appendices B (Patrol) and C (Corrections) attached hereto and made a part hereof. The wage schedules effective December 1, 2011 shall reflect a 1.5% general wage increase from the previous year's salaries.
2. In addition to the 1.5% general wage increase, employees in the bargaining unit shall retain their annual step increases as received on their anniversary date of employment as reflected in the salary schedules effective December 1, 2011.

FOR COLES COUNTY & COLES COUNTY SHERIFF

Date: _____

FOR THE IL FOP LABOR COUNCIL



Date: 022813

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: HIRING FREEZE WAIVER

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

WHEREAS, Chief Deputy Kerry Whitley requested that the Sheriff & Law Enforcement Committee recommend to the County Board to waive the hiring freeze to fill an existing correctional officer's position in the Sheriff'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 Sheriff's Office.

DATED this ____ day of _____, 2013

ATTEST:

_____ Clerk