

COLES COUNTY BOARD

Regular Meeting

May 8, 2014

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

Following the Pledge to the Flag, the Invocation was given by Mark Degler.

APPROVAL OF MINUTES

Motion was made by Degler, seconded by Marvin to approve the April 8, 2014 County Board minutes.

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

APPOINTMENT TO THE LINCOLN FIRE PROTECTION DISTRICT

Appointment was made by Daily, to appoint Jack Collinworth to serve on the Lincoln Fire District for a three year term until May, 2017 with the consent of the County Board.

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

RE-APPOINTMENT TO THE BOARD OF REVIEW

Re-appointment was made by Daily, to re-appoint John Rearden to serve on the Board of Review for a two year term until June, 2016 with the consent of the County Board.

(For a copy of the resolution see page 2517)

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION FOR REVIEW OF CURRENT 911 STATUTORY PROVISIONS

(For a copy of the resolutions see pages 2518)

Upon motion by Degler, seconded by Metzger

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION FOR EXTENSION OF THE AUDIT OF THE CIRCUIT CLERK

(For a copy of the resolution see page 2519)

Upon motion by Degler, seconded by Lawrence

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION RE: COUNTY OFFICERS SALARY

(For a copy of the resolution see page 2520)

Upon motion by Degler, seconded by Metzger

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION RE: AMENDED REIMBURSEMENT POLICY

(For a copy of the resolution see page 2521)

Upon motion by Degler, seconded by Purdy

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION TO BORROW FUNDS

(For a copy of the resolution see page 2522)

Upon motion by Metzger, seconded by Marvin

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION ADOPTING A FEE TO SUPPORT COURT APPOINTED SPECIAL ADVOCATES

(For a copy of the resolution see page 2523)

Upon motion by Metzger, seconded by Lawrence

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION: AMENDMENT TO DELINQUENT TAX PROGRAM AGREEMENT

(For a copy of the resolution see page 2524)

Upon motion by Metzger, seconded by Marvin

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

ASSIGNMENT OF TAX SALE CERTIFICATE OF PURCHASE

(For a copy of the resolution see page 2525 - 2527)

Upon motion by Metzger, seconded by Purdy

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

RESOLUTION RE: TRANSFER TO CAPITAL IMPROVEMENT FUND

(For a copy of the resolution see page 2528)

Upon motion by Metzger, seconded by Zuhone

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)
NAYS: None (0)
ABSENT: Sanders (1)

LOCAL AGENCY AGREEMENT RE: CH 3

(For a copy of the resolution see pages 2529 - 2533)

Upon motion by Zuhone, seconded by Osborne

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)
NAYS: None (0)
ABSENT: Sanders (1)

**LOCAL AGENCY AGREEMENT RE: SIGN REPLACEMENT
FOR HUMBOLDT, LERNA, AND OAKLAND**

(For a copy of the resolution see page 2534 - 2541)

Upon motion by Zuhone, seconded by Lawrence

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)
NAYS: None (0)
ABSENT: Sanders (1)

**RESOLUTION TO AWARD SECTION 13-00157-00-RS
HOWELL ASPHALT**

(For a copy of the resolution see page 2542)

Upon motion by Zuhone, seconded by Osborne

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)
NAYS: None (0)
ABSENT: Sanders (1)

**RESOLUTION TO AWARD SECTION 98-03119-00-BR
A. J. WALKER (TR-77)**

(For a copy of the resolution see page 2543)

Upon motion by Zuhone, seconded by Marvin

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

ANNOUNCEMENT OF APPOINTMENTS

1. One appointment to Emergency Telephone Systems - 911 Board
2. One appointment to the County Board District #11

ADJOURNED

Motion by Zuhone, seconded by Eads the Coles County Board was adjourned at 7:30 p.m..

AYES: Daily, Degler, Eads, Goodrick, Lawrence, Marvin,
Metzger, Osborne, Purdy, ZuHone (10)

NAYS: None (0)

ABSENT: Sanders (1)

ATTEST:

_____ County Clerk

RESOLUTION RE: BOARD OF REVIEW

WHEREAS, the State of Illinois, per statute 35 ILCS 200/6-5, requires the County Board to appoint a Board of Review consisting of three (3) members for two (2) year terms beginning the first Monday in June; and

WHEREAS, two (2) members shall be appointed on odd numbered years and one (1) member on even numbered years; and

WHEREAS, the term for John Rearden is set to expire before the first Monday in June, 2014; and

WHEREAS, the Chairman of the Coles County Board shall bring forth one (1) qualified candidate to the full County Board for appointment to a term beginning on the first Monday in June, 2014.

NOW, THEREFORE BE IT RESOLVED that the Chairman of the Coles County Board, with advice and consent of the County Board, does hereby re-appoint to a new two (2) year term expiring before the first Monday in June, 2016:

1. John J. Rearden

Dated this _____ of _____, 2014

Paul Daily

Coles County Board Chairman

ATTEST:

Sue Rennels

Coles County Clerk

**RESOLUTION FOR
REVIEW OF CURRENT
911 STATUTORY PROVISIONS**

WHEREAS, there exists in the State of Illinois a need for its citizens to quickly and efficiently communicate with providers of emergency services; and

WHEREAS, the State of Illinois, in conjunction with its units of local government, has attempted to address these needs by the creation of the Emergency Telephone System Act of 1979 and the Wireless Emergency Telephone Safety Act of 1999; and

WHEREAS, the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act are collectively referred to as the "911 Systems"; and

WHEREAS, the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act, or 911 Systems, are currently funded at levels that are inadequate to meet the demands and obligations for maintaining and improving these Systems; and

WHEREAS, with the increased societal use of wireless communication devices and the decline of landlines, there is a marked decline in the required revenues to support the 911 Systems and the ability to adequately serve the citizens of Illinois.

THEREFORE, _____ County Board urges the Illinois General Assembly to review all potential funding options for the continued viability of the 911 Systems; to grant counties with 911 Systems the appropriate revenues to not only support the current system but the continued anticipated growth in the 911 Systems; extend the current Wireless Emergency Telephone Safety Act; and to support the various boards established under the Emergency Telephone System Act who have the responsibility for planning 911 Systems; coordinating and supervising implementation, upgrading and maintaining of the Systems; and implementation of the next generation 911.

COUNTY BOARD

By _____
County Board Chairman

State of Illinois)
)ss.
County of Coles)

**RESOLUTION FOR EXTENSION OF THE
AUDIT OF THE CIRCUIT CLERK**

WHEREAS, Illinois Compiled Statutes requires an audit of the Circuit Clerk within six (6) months of year end; and

WHEREAS, the Circuit Clerk's fiscal year end is November 30, 2013 and the audit is due May 31, 2014; and

WHEREAS, the audit fieldwork is scheduled after that date; and

WHEREAS, a six month extension may be granted by the County Board.

NOW, THEREFORE BE IT RESOLVED that the County Board of Coles County, Illinois grant a six month extension of time to file the annual audit of the Circuit Clerk.

DATED this ___ day of _____, 2014.

ATTEST:

_____ Clerk

State of Illinois)
)
County of Coles)

RESOLUTION RE: COUNTY OFFICERS SALARY

WHEREAS, the Coles County Board is required pursuant to P. A. 89-0405 to fix the salaries of various Coles County Officials 180 days before the term of office begins; and

WHEREAS, the salaries will be included in the appropriation of the Coles County Budget.

NOW, THEREFORE BE IT RESOLVED that the Coles County Board set the annual salaries of the following County Officials as follows:

County Clerk	2014 - 2018	\$ 64,480
Treasurer	2014 - 2018	\$ 64,480
Sheriff	2014 - 2018	\$ 73,000

DATED this ___ day of _____, 20___.

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: AMEND REIMBURSEMENT POLICY

WHEREAS, the County Offices/Rules Committee received a request to review the reimbursement policy; and

WHEREAS, after review of Federal Guidelines and information provided by County Officials, the County Offices/Rules Committee voted to forward a resolution increasing the reimbursement for lunch from \$7.00 to \$10.00 and leave the reimbursement for breakfast at \$5.00 and dinner at \$20.00.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to set the reimbursement policy as stated above.

DATED this ___ day of _____, 2014

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION TO BORROW FUNDS

BE IT RESOLVED by the County Board of Coles County, Illinois to authorize the County Treasurer to transfer funds from other County Funds to the County General Fund, as a loan, if necessary, until real estate taxes are distributed to the County General Fund.

DATED this ___ day of _____, 2014.

ATTEST:

_____ Clerk

State of Illinois)
)ss.
County of Coles)

**RESOLUTION ADOPTING A FEE TO SUPPORT
COURT APPOINTED SPECIAL ADVOCATES**

WHEREAS, 55 ILCS 5/5-1101 was amended August 13, 2013, to allow counties to adopt a mandatory fee to be paid by certain defendants, collected by the Circuit Clerk, and deposited into the General Fund to support the activities and services of the Court Appointed Special Advocates (CASA); and

WHEREAS, the Finance Committee has determined that it is in the best interest of the citizens of this county to adopt provisions of the recent amendment to the Counties Code in a effort to aide and to protect the interest of abused and neglected children in our court system.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois as follows:

1. The Circuit Clerk shall collect a fee of \$30.00 paid by the defendant on a judgement of guilty or grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a Class A, Class B, or Class C misdemeanor; and
2. The Treasurer shall establish a separate revenue fund for the receipt of the above stated funds; and
3. The County Board shall make grants to support the activities and services of the Court Appointed Special Advocates from the above stated funds; and

BE IT FURTHER RESOLVED that this fee will be effective July 1, 2014.

DATED this ___ day of _____, 2014.

ATTEST:

_____ Clerk

RESOLUTION NUMBER _____

AMENDMENT TO DELINQUENT TAX PROGRAM AGREEMENT

WHEREAS, in accordance with previous resolutions this County Board of Coles County, Illinois, and Joseph E. Meyer have heretofore entered into a written agreement dated 10/13/1992, as well as subsequent written amendments and addenda thereto, all being hereinafter collectively referred to as "the Agreements"; and

WHEREAS, pursuant to the Agreements Mr. Meyer acts as Tax Agent on behalf of this County Board in the operation of the delinquent tax liquidation program established pursuant to Illinois statute and governed by the Agreements; and

WHEREAS, Mr. Meyer has incorporated his business enterprise as an Illinois domestic corporation with the name "Joseph E. Meyer & Associates, Inc.", and desires to continue to furnish services under the Agreements through said corporate entity, and also desires that said corporation be expressly substituted as Tax Agent under the Agreements; and

WHEREAS, Mr. Meyer desires and requests the consent of this County Board to this action; and

WHEREAS, this County Board finds that the actions proposed by Mr. Meyer should be approved and ratified;

NOW, THEREFORE, BE IT RESOLVED that this County Board of Coles County, Illinois, hereby EXPRESSLY CONSENTS TO, RATIFIES AND APPROVES the assignment and delegation by Joseph E. Meyer of all of his rights and liabilities under the Agreements to Joseph E. Meyer & Associates, Inc., an Illinois corporation; and

BE IT FURTHER RESOLVED that Joseph E. Meyer & Associates, Inc., an Illinois corporation, is hereby substituted as "Agent" and as "Tax Agent" within the Agreements for all intents and purposes, and that the Agreements are deemed amended by reference as of the effective date of the assignment and delegation; and

BE IT FURTHER RESOLVED that as amended hereby the Agreements shall remain in full force and effect according to the terms thereof.

Passed by the Coles County Board on _____, 2014.

Coles County Board Chairman

Attest: Coles County Clerk

①

COLES COUNTY TAX AGENT

Telephone (618) 656-5744 141 St. Andrews Avenue
Toll Free (800) 248-2850 P.O. BOX 96
Fax (618) 656-5094 Edwardsville, IL 62025

March 31, 2014

RE: Assignment of Tax Sale Certificate of Purchase
Certificate #: 201200335
Parcel #: 07-2-OIL07-010

Coles County Treasurer
651 Jackson Ave
Charleston, IL 61920

Dear Treasurer:

Castleman, Stephen R and Opal requests an assignment of the above referenced certificate sold for the general taxes of 2012 and prior. Payment in full has been tendered for the delinquent taxes, penalties, interest and costs in the amount of \$153.70.

Please present this assignment request to the County Board's designated committee for approval. This assignment is recommended, as it results in both the immediate full return of the delinquent taxes for the taxing districts and a recovery of all costs and interest.

Additional forms and checks have been enclosed to use after approval. If you have any questions or need any assistance, please contact me, I will be glad to help.

Sincerely,



Cheryl Goodrick
Payment Department
Coles County Tax Agent

(2)

COLES COUNTY TAX AGENT

Telephone (618) 656-5744 141 St. Andrews Avenue
Toll Free (800) 248-2850 P.O. BOX 96
Fax (618) 656-5094 Edwardsville, IL 62025

March 31, 2014

RE: Assignment of Tax Sale Certificate of Purchase
Certificate #: 201200335
Parcel #: 07-2-OIL07-010

Coles County Clerk
651 Jackson Ave Rm 122
Charleston, IL 61920

Dear Clerk:

Attached you will find a check in the amount of 26.11 as payment of the charges on the above referenced Certificate. This Certificate was assigned to:

Castleman, Stephen R and Opal
PO Box 843
Belleville, IL 62222

Please record this assignment on the Tax Sale Docket.

Sincerely,

Cheryl Goodrick
Payment Department
Coles County Tax Agent

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

COLES COUNTY
TRUSTEE PAYMENT ACCOUNT

FIRST MID-ILLINOIS BANK & TRUST
CHARLESTON, ILLINOIS 61920
70-207-711

1769

PAY EXACTLY TWENTY-SIX DOLLARS AND ELEVEN CENTS ONLY

TO THE ORDER OF	Coles County Clerk	I.D. NO.	DATE	AMOUNT
		201200335	03/31/2014	\$26.11

FOR Assignment - Stephen R and Opal Castleman

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈0001759⑈ ⑈071102076⑈ 5503040⑈

3.

COLES COUNTY TAX AGENT

Telephone (618) 656-5744 141 St. Andrews Avenue
Toll Free (800) 248-2850 P.O. BOX 96
Fax (618) 656-5094 Edwardsville, IL 62025

March 31, 2014

RE: Assignment of Tax Sale Certificate of Purchase
Certificate #: 201200335
Parcel #: 07-2-OIL07-010

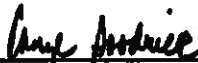
Castleman, Stephen R and Opal
PO Box 843
Belleville, IL 62222

Dear Castleman Stephen R and Opal:

Enclosed is the above referenced Tax Sale Certificate of Purchase. This Certificate is assigned to you as requested. Enclosed is the 5 Month Notice mailed in accordance with 35 ILCS 200/22-5.

There are many steps that a tax certificate assignee must perform to obtain a Tax Deed. We suggest you employ an attorney to assist you in processing this to a Tax Deed. You will likely find that legal representation is invaluable in complying with the publication, service of notice, filing fees, title search, certified mail, court filings and other items as required in completing a tax deed proceeding. This process can be very complicated.

Sincerely,



Cheryl Goodrick
Payment Department
Coles County Tax Agent

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: TRANSFER TO CAPITAL IMPROVEMENT FUND

WHEREAS, the County is receiving approximately \$13,000 from the electric aggregation fee; and

**WHEREAS, the County has saved approximately \$30,000 by using the electric aggregation program;
and**

WHEREAS, the Finance Committee in desirous to transfer these funds to the Capital Improvement Fund to help fund the Courthouse Window Project.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to transfer \$43,000 from Contingency, line item 01-7590-05, to the Capital Improvement Fund.

DATED this ____ day of _____, 2014.

ATTEST:

_____ Clerk



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

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

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-031-13	BROS-0029(297)				

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 Road Route CH - 3 Length 0.01 mi
 Termini 0.5 miles southwest of Ashmore over Polecat Creek

Current Jurisdiction Coles County TIP Number _____ Existing Structure No 015-3201

Project Description

Remove and replace existing structure 015-3201.

Division of Cost

Type of Work	STP-Br	%	%	LA	%	Total
Participating Construction	344,000	(80)	()	86,000	(20)	430,000
Non-Participating Construction	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()
Construction Engineering	()	()	()	()	()	()
Right of Way	()	()	()	()	()	()
Railroads	()	()	()	()	()	()
Utilities	()	()	()	()	()	()
Materials	()	()	()	()	()	()
TOTAL	\$ 344,000			\$ 86,000		\$ 430,000

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) _____
 METHOD _____ Monthly Payments of _____
 METHOD C—LA's \$86,000 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:
- (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 (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 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 System for Award Management or SAM (formerly 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. To register or renew, please register at <https://governmentcontractregistration.com/sam-registration.asp>.

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

(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 Dally

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 37-6000640 conducting business as a Governmental Entity.

DUNS

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

Tony Small, Director of Finance and Administration

Date

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

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 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Coles County	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 14-00160-00-SG	Fund Type HSIP	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-055-14	HSIP-0029(298)				

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 Various Route Various Length N/A
 Termini Village of Humboldt, Village of Lema & Village of Oakland

Current Jurisdiction Each LA is responsible for its own jurisdiction TIP Number _____ Existing Structure No N/A

Project Description

Upgrade eligible existing signs within the applicant agency jurisdiction, identified by sign inventory, that do not conform to the current MUTCD requirements including retroreflectivity.

Division of Cost

Type of Work	HSIP	%	STATE	%	LA	%	Total
Participating Construction	()	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	()	
Right of Way	()	()	()	()	()	()	
Railroads	()	()	()	()	()	()	
Utilities	()	()	()	()	()	()	
Materials	67,500	90	7,500	10		BAL	75,000
TOTAL	\$ 67,500		\$ 7,500		\$		\$ 75,000

The total expenditure for each local agency cannot exceed \$25,000 for the upgrade of existing signs; any amount over \$25,000 will be the responsibility of the local agency.

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 _____)
 METHOD _____ Monthly Payments of _____
 METHOD C—LA's _____ 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)

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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 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 (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62784), within 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 System for Award Management or SAM (formerly 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. To register or renew, please register at <https://governmentcontractregistration.com/sam-registration.asp>.

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 Reimburse LA Number 2 Additional Terms Number 3 Signature Sheet

(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 Dally

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 37-6000640 conducting business as a Governmental Entity.

DUNS 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

Tony Small, Director of Finance and Administration

Date

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

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Section 14-00160-00-SG
Job No. C-97-055-14
Project No. HSIP-0029(298)
Coles County

Addendum #1

Reimburse LA

Revise item 4(a) under "THE STATE AGREES:"

To reimburse the LA 90% of the Federal and State share upon award and request for payment. Upon completion of the project, the LA will be reimbursed for the remainder of the project costs upon submission of an invoice accompanied by a certification that all signs have been properly installed.

Addendum #2 Additional Terms

In addition to the terms of the standard joint agreement, the Local Agency (LA) agrees to the following requirements:

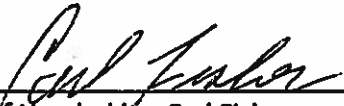
- 1) The LA will ensure that all signs will be installed in accordance with the requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) and the Illinois Supplement to the MUTCD. The state will not be required to perform any engineering regarding whether or not a particular type of sign should be installed on any route under the LA's jurisdiction for this program.
- 2) The LA will be responsible to determine the number of posts and length required for each location where the post will be replaced. The LA shall ensure the post heights and the distance of signs from the edge of pavement shall meet the requirements of the current MUTCD.
- 3) The LA agrees to install signs and posts, at their own expense, using the following materials:

Signs – High-intensity or prismatic sheeting should be used. Engineer-grade sheeting shall not be used for this program.

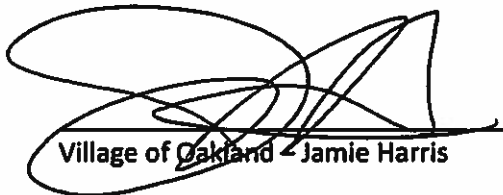
Post – Tubular steel, telescoping steel no greater than 2.25 inches by 2.25 inches, U-channel, 4-inch by 4-inch wood, and 4 inch by 6-inch wood post with the 6-inch side parallel to the roadway with appropriately drilled holes to ensure that the post is breakaway are allowed. All new post shall be made breakaway.

- 4) The LA agrees not to stockpile signs in this program for future use.
- 5) The LA agrees to ensure that the material letting occurs within 6 months of the local agency receiving the executed joint funding agreement from IDOT and that all new signs are installed within 9-12 months of actually receiving the signs. The LA will submit a letter to the applicable District Local Roads office, with a carbon copy to Central BLRS, certifying that sign installation is complete.
- 6) After the sign upgrades have been made through this program, the LA will be responsible for continuously monitoring and maintaining their sign program.

Addendum #3 to the Agreement for the Traffic Sign Upgrade
Program - Signature Sheet


Village of Humboldt - Carl Fisher


Village of Lerna - Donald Percy


Village of Oakland - Jamie Harris

RESOLUTION TO AWARD

Section 13-00157-00-RS

WHEREAS, a letting was held at the Coles County Courthouse on April 21, 2014 at the hour of 10:00 A.M. for the bituminous milling and resurfacing of County Highway 29, and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on April 7 & April 14, 2014; and the State's "Notice to Contractors Bulletin" on April 10 & April 17, 2013, and

WHEREAS, bids were received from 2 qualified contractors, and

WHEREAS, Howell Asphalt Company, PO Box 1009, Mattoon IL 61938, submitted the low bid in the amount of \$ 275,948.10, and

WHEREAS, the engineer's estimate for said section was \$377,354.96.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to Howell Asphalt Company, PO Box 1009, 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 13th day of May 2014.

Sue Rennels, County Clerk (SEAL)

RESOLUTION TO AWARD

Section 98-03119-00-BR

WHEREAS, a letting was held at the Coles County Courthouse on April 21, 2014 at the hour of 10:00 A.M. for a structure replacement in East Oakland Township, TR-77, and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on April 7 & April 14, 2014; and the State's "Notice to Contractors Bulletin" on April 10 & April 17, 2013, and

WHEREAS, bids were received from 3 qualified contractors, and

WHEREAS, A.J. Walker Construction Company, PO Box 118, Mattoon IL 61938, submitted the low bid in the amount of \$ 148,459.48, and

WHEREAS, the engineer's estimate for said section was \$144,357.00,

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to A.J. Walker Construction Company, PO Box 118, 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 13th day of May 2014.

Sue Rennels, County Clerk (SEAL)