

COLES COUNTY BOARD
Regular Meeting
March 13, 2018

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Brandon Bell, Travis Coffey, Paul Daily, Mark Degler, Jan Eads, Brian Marvin, Rick Shook, Paul Stranz and Mike Zuhone with Chairman Stan Metzger presiding. Absent was members Nancy Purdy and Cory Sanders.

Following the Pledge to the Flag, the Invocation was given by Chairman, Stan Metzger.

APPROVAL OF MINUTES

Motion by Daily, seconded by Eads to approve the February 10, 2018, Regular County Board Meeting with the consent of the County Board.

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger, Shook, Stranz, Zuhone (10)

NAYS: None (0)

ABSENT: Purdy, Sanders, (2)

APPOINTMENTS TO THE PUBLIC HEALTH BOARD

Appointments were made by Metzger to appoint Michael Moore and Mary Wetzel to the Public Health Board until June, 2021, with the consent of the County Board

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger, Shook, Stranz, Zuhone (10)

NAYS: None (0)

ABSENT: Purdy, Sanders, (2)

APPOINTMENTS TO THE HOUSING AUTHORITY

Appointment was made by Metzger to appoint James Hayes to the Housing Authority until February, 2023, with the consent of the County Board

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger, Shook, Stranz, Zuhone (10)

NAYS: None (0)

ABSENT: Purdy, Sanders, (2)

RESOLUTION RE: TRANSFER OF FUNDS - REVENUE STAMP

(For a copy of the resolution see page 3763)

Motion was made by Zuhone, seconded by Shook

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger, Shook, Stranz, Zuhone (10)
NAYS: None (0)
ABSENT: Purdy, Sanders, (2)

RESOLUTION: AMEND PROBATION SERVICE FEE FUND BUDGET

(For a copy of the resolution see page 3764)

Motion was made by Stranz, seconded by Daily

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger, Shook, Stranz, Zuhone (10)
NAYS: None (0)
ABSENT: Purdy, Sanders, (2)

RESOLUTION RE: AMEND BUDGET - CORONER'S FUND

(For a copy of the resolution see page 3765)

Motion was made by Bell, seconded by Coffey

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger, Shook, Stranz, Zuhone (10)
NAYS: None (0)
ABSENT: Purdy, Sanders, (2)

**RESOLUTION ADOPTING THE COLES COUNTY MULTI-HAZARD
MITIGATION PLAN**

(For a copy of the resolution see pages 3766-3767)

Motion was made by Daily, seconded by Coffey

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger, Shook, Stranz, Zuhone (10)
NAYS: None (0)
ABSENT: Purdy, Sanders, (2)

AGREEMENT: FEDERAL PARTICIPATION OF HIGHWAY FUNDS

(For a copy of the agreement see pages 3768-3772)

Motion was made by Zuhone, seconded by Coffey

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger, Shook, Stranz, Zuhone (10)
NAYS: None (0)
ABSENT: Purdy, Sanders, (2)

APPROPRIATION ON COUNTY HIGHWAY 18

(For a copy of the appropriation see page 3673)

Motion was made by Zuhone, seconded by Shook

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger, Shook, Stranz, Zuhone (10)

NAYS: None (0)

ABSENT: Purdy, Sanders, (2)

APPOINTMENT

1. One appointment to the Airport Authority.

PUBLIC COMMENT

Public comments were heard from the following regarding the mass appraisals of commercial and industrial properties:

James DiNaso
Bridgett Johnson
Kirk Allen
Tom Donnell

Robb Perry
Rex Dukeman
John Craft

ADJOURNED

Upon motion by Daily, seconded by Degler, the Coles County Board was adjourned at 8:05 p.m. with the consent of the County Board.

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger, Shook, Stranz, Zuhone (10)

NAYS: None (0)

ABSENT: Purdy, Sanders, (2)

ATTEST:


County Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: TRANSFER OF FUNDS

WHEREAS, Sue Rennels, County Clerk, informed the members that the Revenue Tax Stamp Fund has a current balance of \$32,384.75; and

WHEREAS, the County Clerk’s Office is in need for new voting equipment; and

WHEREAS, the Finance Committee voted to forward a resolution to the County Board to transfer \$32,384.75 from the Revenue Tax Stamp Fund to the General Fund earmarked for the purchase of new voting equipment.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the FY 2018 as follows:

Increase line item 001-000-4042-000, County Clerk - Revenue Stamps	\$32,384.75
Increase line item 001-007-7312-000, Election Supplies-Expense	\$32,384.75

DATED this ____ day of _____, 2018.

ATTEST:

Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: AMEND BUDGET

WHEREAS, Pam Kelly, Court Services Director, requested that the 2018 Probation Service Fees budget be amend to reflect more accurate accounting of expenses; and

WHEREAS, these funds are not in the General Fund and this request will not change the total budgeted amount for the Probation Service Fees budget; and

WHEREAS, the Finance Committee moved to forward a resolution to the County Board granting this request.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the FY 2018 Probation Service Fees budget as follows:

		Current amount	New amount
Add new line item _____	Automobiles	\$ 0	\$45,000
Add new line item _____	Fleet Maintenance	\$ 0	\$ 5,000
Decrease line item 034-057-7412-000	Probation Service Equip.	\$65,000	\$15,000

DATED this ____ day of _____, 2018.

ATTEST:

Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: AMEND BUDGET

WHEREAS, the Coroner's Office has a special fund derived from cremation permits, autopsy reports, toxicology reports, death certificates, etc.; and

WHEREAS, the Coroner is desirous of purchasing equipment for storing bodies in the amount of \$11,120; and

WHEREAS, these funds can be used for this expense and will need to be included in the Coroner's budget for FY 2018; and

WHEREAS, the Finance Committee voted to forward a resolution to the County Board to transfer these funds to the Coroner's budget to allow this expense.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to transfer \$11, 120 from the Coroner's Special Funds to line item 001-018-7411-000, Coroner's Equipment.

DATED this ____ day of _____, 2018.

ATTEST:

_____ Clerk

RESOLUTION NO
A RESOLUTION ADOPTING THE COLES COUNTY MULTI-HAZARD
MITIGATION PLAN

WHEREAS, the County of Coles recognizes the threat that natural hazards pose to people and property;
and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for
harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted multi-hazard mitigation plan is required as a condition of future grant funding for
mitigation projects; and

WHEREAS, the County of Coles participated jointly in the planning process with the other local units of
government within the County to prepare a Multi-Hazard Mitigation Plan;

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

SECTION 1: The County of Coles hereby adopts the Coles County Multi-Hazard Mitigation Plan as an
official plan; and

SECTION 2: The Coles County Regional Planning & Development Commission will submit on behalf of the
participating municipalities the adopted Multi-Hazard Mitigation Plan to the Illinois Emergency
Management Agency and the Federal Emergency Management Agency for final review and approval.

PASSED this 13th day of March, 2018

Roll Call Vote:

Voting AYE:

_____	_____
_____	_____
_____	_____
_____	_____

Voting NAY:

_____	_____
_____	_____


ABSENT:

APPROVED by the County Board of the County of Coles, Illinois this _____ day of _____, 2018.

County Board Chairman

ATTESTED, Filed in my office,
And published in pamphlet form
This _____ day of _____, 2018

County Clerk

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Coles County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 17-00172-00-SD	Fund Type HSIP	ITEP, SRTS, or HSIP Number(s) 201712012		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-039-18	86NF(452)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, 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 1000 N Rd Route FAS 0642A & FAU 7706 Length 1.76 mi
 Termini FAS 0642A: County Road 20 to 0.44 mile West of 500 E RD/ FAU 7706: 0.44 mile West of 500 E RD to Ramp, 0.26 mile West of US Route 45
 Current Jurisdiction Coles County TIP Number _____ Existing Structure No N/A

Project Description

Construction of hot-mix asphalt and aggregate shoulders including rumble strips and pavement marking.

Division of Cost

Type of Work	HSIP	%	%	LPA	%	Total
Participating Construction	254,980	(*)	()	28,335	(BAL)	283,315
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 254,980			\$ 28,335		\$ 283,315

* 90% HSIP funds not to exceed \$254,980

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA 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 Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A—Lump Sum (80% of LPA Obligation) _____
 METHOD B— _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C—LPA's Share BALANCE 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 LPA 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 LPA 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 LPA, and the **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 the **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 final project close-out by the **STATE**, 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 LPA agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (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 LPA will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this Agreement. The LPA will pay to the **STATE** the remainder of the LPA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the LPA'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 LPA will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the LPA'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.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to LPA on this or any other contract. The **STATE**, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) 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 the project is federally authorized, the LPA 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 the project is federally authorized, the LPA 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 LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/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 shall be 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 LPA'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 LPA'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 LPA 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) To complete this phase of the project within three (3) 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).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 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 LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- (27) That the LPA 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 use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

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 LPA'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 LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA 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) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LPA 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 LPA;
- (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 and federal Buy America provisions.
- (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 within one (1) year 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 LPA, the LPA 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 LPA 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 LPA'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 STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA 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 LPA, 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, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

Stan Metzger

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 029964541 conducting business as a Governmental Entity.

DUNS Number 37-6000640

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Phil Kaufmann, Acting Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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

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RESOLUTION FOR FUND APPROPRIATION

WHEREAS, the County of Coles endeavors to improve an existing roadway on a segment of County Highway 18 (FAS 642A & FAU 7706) from County Highway 20 to just west of the Route 45 on-ramp that is approximately 1.76 miles in length and known to the Illinois Department of Transportation as Section Number 17-00172-00-SD.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

WHEREAS, the use of federal funds requires a joint funding agreement with the Department of Transportation.

NOW THEREFORE, BE IT RESOLVED that the County of Coles authorizes Twenty-Eight Thousand Three Hundred Thirty-Five dollars, (\$28,335.00) or as much of such sum as may be needed to match federal funds for the completion of the aforementioned project known as Section Number 17-00172-00-SD.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized and directed to execute the above-mentioned agreement and any other such documents related to advancement and completion of said project.

STATE OF ILLINOIS
COUNTY OF COLES

I, Sue Rennels, County Clerk in and for said County of Coles in the State of Illinois, and a keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Coles County, at its adjourned meeting held at the Coles County Courthouse on March 13, 2018.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in _____, in said County, this _____ day of _____.

(SEAL)
COLES COUNTY CLERK