

COLES COUNTY BOARD
Regular Meeting
December 10, 2019

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Juan Barron, Travis Coffey, Denise Corray, John Doty, Jeremy Doughty, Brian Marvin, Stan Metzger, Nancy Purdy, Rick Shook, with Chairman Mike Zuhone presiding. Absent were members Brandon Bell and Paul Daily.

Invocation was given by Chairman, Mike Zuhone followed by a Moment of Silent Reflection and then the Pledge to the Flag.

APPROVAL OF MINUTES

Motion by Metzger, seconded by Shook to approve the Regular September 10, 2019, Re-Convened September 10, 2019 and October 8, 2019, the Re-convened September 10, 2019, October 8, 2019, November 12, 2019 County Board Minutes with the consent of the County Board.

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Daily (2)

APPROVAL OF MINUTES

Motion by Purdy, seconded by Marvin to approve the Regular November 12, 2019 County Board Minutes with the consent of the County Board.

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Daily (2)

ROOF REPAIR- AGREEMENT WITH INDUSTRIAL SERVICES

For a copy of the agreement see pages 4307 - 4315

Motion by Coffey, seconded by Marvin to approve the Agreement with the consent of the County Board.

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Daily (2)

**RESOLUTION RE: COUNTY OFFICERS SALARY
SUPERVISOR OF ASSESSMENT SALARY**

For a copy of the resolution see page 4316

Motion was made by Metzger, seconded by Corray

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Daily (2)

RESOLUTION RES: PROJECT BOND & EXPENSE LINE ITEM

For a copy of the resolution see pages 4317

Upon motion by Metzger seconded by Coffey

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Daily (2)

RESOLUTION RE: JUROR FEES

For a copy of the resolution see pages 4318

Upon motion by Metzger seconded by Purdy

AYES: Barron, Coffey, Corray, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (9)
NAYS: Doughty (1)
ABSENT: Bell, Daily (2)

**RESOLUTION RE: ABATE TAX LEVY BUILDING BONDS
RESOLUTION RE: ABATE TAX LEVY SCHOOL BONDS**

For a copy of the resolutions see pages 4319 - 4321

Upon motion by Metzger seconded by Marvin

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Daily (2)

APPROVAL OF SOLID WASTE & RECYCLING TOWNSHIP GRANT PROGRAM

For a copy of the grant see pages 4322-4323

Upon motion by Coffey, seconded by Shook

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Daily (2)

RESOLUTION RE: 2020 COUNTY MAINTENANCE PROGRAM (IDOT)

For a copy of the resolutions see pages 4324

Upon motion by Coffey, seconded by Metzger

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Daily (2)

**AGREEMENT WITH THE UPCHURCH GROUP, INC PRELIMINARY
ENGINEERING SERVICE AGREEMENT FOR MOTOR FUEL TAX FUNDS**

For a copy of the agreement see pages 4325 - 4330

Upon motion by Coffey, seconded by Shook

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Daily (2)

**COST SHARE WITH NORTH OKAW- SKYLINE SPRINGS AREA
PROJECT 09-10-2019**

For a copy of the petition see pages 4331 - 4333

Upon motion by Coffey, seconded by Purdy

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Daily (2)

APPROVAL OF BILLS - COLES COUNTY

Motion by Marvin, seconded by Barron to approve the payment of the Coles County bills.

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Daily (2)

EXECUTIVE SESSION

Motion was made by Metzger, seconded by Doughty to exit into Executive session at 7:22 p.m.

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Daily (2)

Out of Executive session at 7:32p.m.

APPOINTMENTS

- 1. One appointment to the Lincoln Fire District

PUBLIC COMMENTS

Public comments were heard from the following:

Charles Stodden James DiNaso Rex Dukeman
Kirk Allen Rob Perry John Craft

ADJOURNED

Upon motion by Metzger, seconded by Coffey, the Coles County Board was adjourned at 8:07 p.m. with the consent of the County Board.

AYES: Barron, Coffey, Corray, Doughty, Doty,
Marvin, Metzger, Purdy, Shook, Zuhone (10)

NAYS: None (0)

ABSENT: Bell, Daily (2)

ATTEST:

_____ County Clerk


AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixteenth day of October
in the year Two Thousand Nineteen
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

Coles County Board
651 Jackson Avenue
Charleston, IL 61920

and the Contractor:
(*Name, legal status, address and other information*)

Industrial Services of Illinois, Inc.
717 South 19th Street
Mattoon, IL 61938

for the following Project:
(*Name, location and detailed description*)
Roof Replacement for Coles County Courthouse
651 Jackson Ave, Charleston, IL 61920

The Architect:
(*Name, legal status, address and other information*)

Utz + Associates Architects, P.C.
15878 N. 1400th St.
Effingham, IL 62401

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Init.

67

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than One Hundred Fifty
the date of commencement of the Work.

(150) calendar days from

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Forty-Three Thousand, Four Hundred Dollars and Zero Cents (\$ 143,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item
N/A

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item
N/A

Price

Conditions for Acceptance

Init.

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

N/A

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Monty Walters, Maintenance Supervisor
MWalters@co.coles.il.us
651 Jackson Ave., Room 5, Charleston, IL. 61920
C 217-549-8871
O 217-348-0529

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)
Mike Brand, Project Manager
mike@indsvcs.com
717 South 19th Street, Mattoon IL. 61938
217-234-6487

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Init.

.5 Drawings

Number	Title	Date
T001	Cover Sheet	09/16/2019
R001	Roof Plan Scope	09/16/2019
R002	Roofing Details	09/16/2019

.6 Specifications

Section	Title	Date	Pages
See Exhibit 1	Specifications	09/16/2019	53

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	October 1, 2019	6
Addendum #2	October 3, 2019	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Init.


Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:


(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.



 OWNER (Signature)
 D. W. Coleman, President

 (Printed name and title)



 CONTRACTOR (Signature)
 Mike ZuHone, Coles County Board Chair

 (Printed name and title)

Init.

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; and

WHEREAS, the salary for the Supervisor of Assessments is included in the appropriation of the Coles County Budget for Fiscal Year 2019.

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

Supervisor of Assessment 2019 - 2020 \$55,000

DATED this ____ day of _____, 2019.

ATTEST:

_____ Clerk

RESOLUTION RE:

Adding a Project Bond Revenue & Expense Line Item

WHEREAS, the Finance Committee received a request from the Maintenance office for a new revenue and expense line for the purpose of depositing Project Bond credits and for the purpose of using the funds to pay for capital building projects,

WHEREAS, the Project Bond access account is for restricted use, to be used for Capital building projects only,

REVENUE - Project Bond line item# 001-000-4205-000

EXPENSE - Project Bond line item# 001-001-7425-000

NOW, THEREFORE, BE IT RESOLVED that these line items be added to the County Budget FY 2019.

Dated: _____

Chairman

ATTEST:

Julie Coe, Coles County Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: JUROR FEES

WHEREAS, Public Act 098-1132 establishes the pay for grand and petit jurors for their services in attending courts the sums of \$20 for the first day and thereafter \$20 per day; and

WHEREAS, Public Act 098-1132 states that all jury cases in civil court shall be tried by a jury of six (6) unless alternate jurors are requested; and

WHEREAS, Public Act 098-1132 allows the county to charge an additional fee for each additional juror; and

WHEREAS, Public Act 098-1132 becomes effective June 1, 2015; and

WHEREAS, the Finance Committee voted to forward a resolution to set a fee for each additional juror at \$20.

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois to set a fee for each additional juror requested in civil cases of \$20 effective December 1, 2019.

DATED this ____ day of _____, 2019.

ATTEST:

_____ Clerk

State of Illinois)
)
 County of Coles)

RESOLUTION TO ABATE TAX LEVY

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

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

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

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

WHEREAS, said County Board will have funds arising from other sources of revenue, particularly from receipts of general sales taxes as the alternate revenue source, which may lawfully be used for the retirement of said bonds, issued October 12, 2010, maturing in 2020, together with interest thereon all bonds of said issue of October 12, 2010, due and payable during the year 2020.

NOW, THEREFORE BE IT RESOLVED by the Coles County Board that the County Clerk of Coles County, Illinois, shall abate the levy for the payment of said general obligation bonds of October 12, 2010, for the year 2020.

DATED this ____ day of _____, 2019.

ATTEST:

_____ Clerk

State of Illinois)
)
 County of Coles)

RESOLUTION TO ABATE TAX LEVY

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

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

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

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

WHEREAS, said Commission will have funds arising from other sources of revenue, particularly from the income derived from an intergovernmental agreement among the Counties of Clark, Coles, Cumberland, Douglas, Moultrie and Shelby, which may lawfully be used for the retirement of said bonds, issued December 6, 1996, maturing in 2020, together with interest thereon all bonds of said issue of December 6, 1996, due and payable during the year 2020.

NOW, THEREFORE BE IT RESOLVED by the Coles County Board that the County Clerk of Coles County, Illinois, shall abate the levy for the payment of said public revenue bonds of December 6, 1996, for the year 2020.

DATED this ___ day of _____, 2019.

ATTEST: _____ Clerk

Solid Waste and Recycling Township Grant Program

Coles County Townships and municipalities may apply for grant funds for cleanup days, roadside pickup dumpsters, recycling drop off containers, and other acceptable programs. The grant program is designed to assist township officials with roadside dumping, paint collections, carpet collections, pharmaceutical collections, township or municipal clean-up days, and township residents with recycling.

The grant will be due on February 14, 2020 at 4:30 p.m. and may be dropped off at the Regional Planning Office at 651 Jackson, Room 309 Charleston, IL 61920. Grants may be applied for after this date, however, they will be funding dependent.

A township or municipality may apply for up to \$3,000 (cleanup days, etc.) or \$4,000 (recycling) per year, which runs from December 1 until November 30. The grant will be a 50/50 match grant program.

Total funding for all grant requests will be \$26,000.

If we have requests for more than \$26,000, grant requests will be reduced appropriately.

A township or municipality may apply for grant funding using an application provided by Coles County. The application must include a description of services to be provided, a budget and scope of work. Once the Township has provided the service requested in the grant, they shall provide receipts and a full description of the work completed. Coles County will then reimburse the Township for half the cost of the event.

The Township shall follow all state and federal regulations when providing services or events through this grant program. Failure to follow state and federal regulations may result in suspension of this program, denial of reimbursement match, or the requirement to pay back the grant funds.

The Township will be responsible for the funds and all services and events provided through this grant. The County Solid Waste Coordinator is available for assistance with any proposed or ongoing project.

The township must hold a comprehensive general liability insurance policy (CGL) for unexpected and unintended mishaps.

The Township must use a licensed hauler for any service requiring use of the transfer station or a landfill.



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	20-00000-00-GM

BE IT RESOLVED, by the Board of the County of Coles Illinois that there is hereby appropriated the sum of Seven hundred fifty thousand and 00/100 Dollars (\$750,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 12/01/19 to 11/30/20.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Coles shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Julie Coe County Clerk in and for said County of Coles in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board of Coles at a meeting held on 12/10/19. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10 day of December, 2019.


(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name The Upchurch Group
Township Paradise/Neoga				Address 123 North 15 th Street
County Coles/Cumberland				City Mattoon
Section 19-10116-00-BR				State IL

THIS AGREEMENT is made and entered into this 10th day of December, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name E CR 000N/CR 1400N over Tributary to Lake Mattoon

Route TR-1 Length _____ Mi. +750 FT (Structure No. 018-3022)

Termini Bridge located approximately 650 ft east of N CR 150 E on Coles/Cumberland County line

Description:
Bridge Removal & Replacement, and roadway approach and safety work

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

24

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
First \$50,000	_____	%
Next \$50,000	_____	%
Next \$100,00	_____	%
Next \$200,000	_____	%
Next \$200,000	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- c. On the basis of the following compensation formula:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], NOT TO EXCEED
\$43,570.10 WITHOUT PRIOR AUTORIZATION OF THE LA.

2. To pay for services stipulated in paragraphs 1h of the ENGINEER AGREES at actual cost of performing such work plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1c. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 180 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
 5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.
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It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
-

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Coles County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____
Clerk
(Seal)

County Board
By _____
Title Chairman, Coles County

Executed by the ENGINEER:

The Upchurch Group, Inc.
123 North 15th St.
Mattoon, IL 61938

ATTEST:

By *Daniel E. Hoelcher*
Title President

By *Mr. S. [Signature]*
Title Director of Civil Engineering

Approved

Date
Department of Transportation

Regional Engineer

273

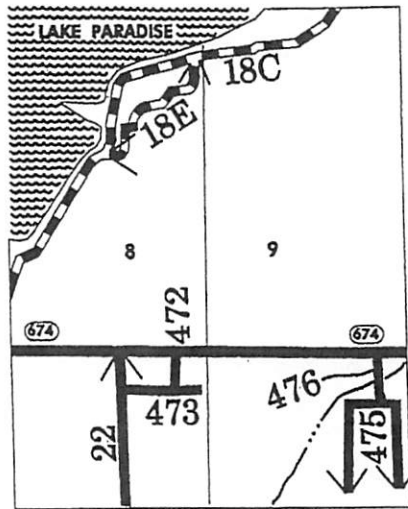
COLES/CUMBERLAND COUNTY

PARADISE / NEOGA TWP. - E CR 000N STRUCTURE OVER TRIBUTARY TO LAKE MATTOON

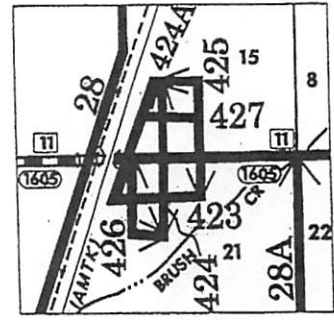
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Survey, Stream and	Land Surveyor	48	43.84	2104.32	2646.60		48.60	695.93	5495.45
Roadway	Junior Tech	48	22.42	1076.16	1353.49			352.30	2781.95
	Sr. Tech	32	40.09	1282.88	1613.48		361.92	472.45	3730.73
Land Survey	Land Surveyor	0	43.84	0.00	0.00			0.00	0.00
	Junior Tech	0	22.42	0.00	0.00			0.00	0.00
ROW Plats/Legals (2)	Land Surveyor	0	43.84	0.00	0.00			0.00	0.00
	Sr. Tech	0	40.09	0.00	0.00			0.00	0.00
Soil Borings, fdn type	Project Engr.	4	58.09	232.36	292.24	5750.00		76.07	6350.67
Hydr Rep/Prelim Des	Staff Engr.	58	33.49	1942.42	2442.98		129.48	654.66	5169.54
	Senior Engr.	8	51.40	411.20	517.17			134.61	1062.98
	Project Engr.	8	58.09	464.72	584.48			152.13	1201.33
Environmental	Staff Engr.	8	33.49	267.92	336.96		98.73	102.02	805.64
404 Permit	Staff Engr.	24	33.49	803.76	1010.89			263.12	2077.77
	Senior Engr.	2	51.40	102.80	129.29			33.65	265.74
Special Waste	Staff Engr.	8	33.49	267.92	336.96			87.71	692.59
BCR	Sr. Tech	0	40.09	0.00	0.00		183.93	26.67	210.60
	Staff Engr.	8	33.49	267.92	336.96			87.71	692.59
	Senior Engr.	0	51.40	0.00	0.00			0.00	0.00
Project Report	Senior Engr.	0	40.09	0.00	0.00			0.00	0.00
	Sr. Tech	0	40.09	0.00	0.00			0.00	0.00
	Staff Engr.	0	33.49	0.00	0.00			0.00	0.00
	Senior Engr.	0	51.40	0.00	0.00			0.00	0.00
Final Design	Sr. Tech	20	40.09	801.80	1008.42		1225.85	440.23	3476.30
	Junior Tech	30	19.00	570.00	716.89			186.60	1473.49
	Staff Engr.	20	33.49	669.80	842.41			219.27	1731.48
	Senior Engr.	12	51.40	616.80	775.75			201.92	1594.47
	Structural Engr.	20	64.76	1295.20	1628.97			424.01	3348.18
QA/QC, 3%	Project Engr.	8	58.09	464.72	584.48			152.13	1201.33
	Sr. Tech	2	40.09	80.18	100.84			26.25	207.27
Totals		368		13,722.88	17,259.27	5,750.00	2,048.51	4,789.45	43,570.10

1.2577

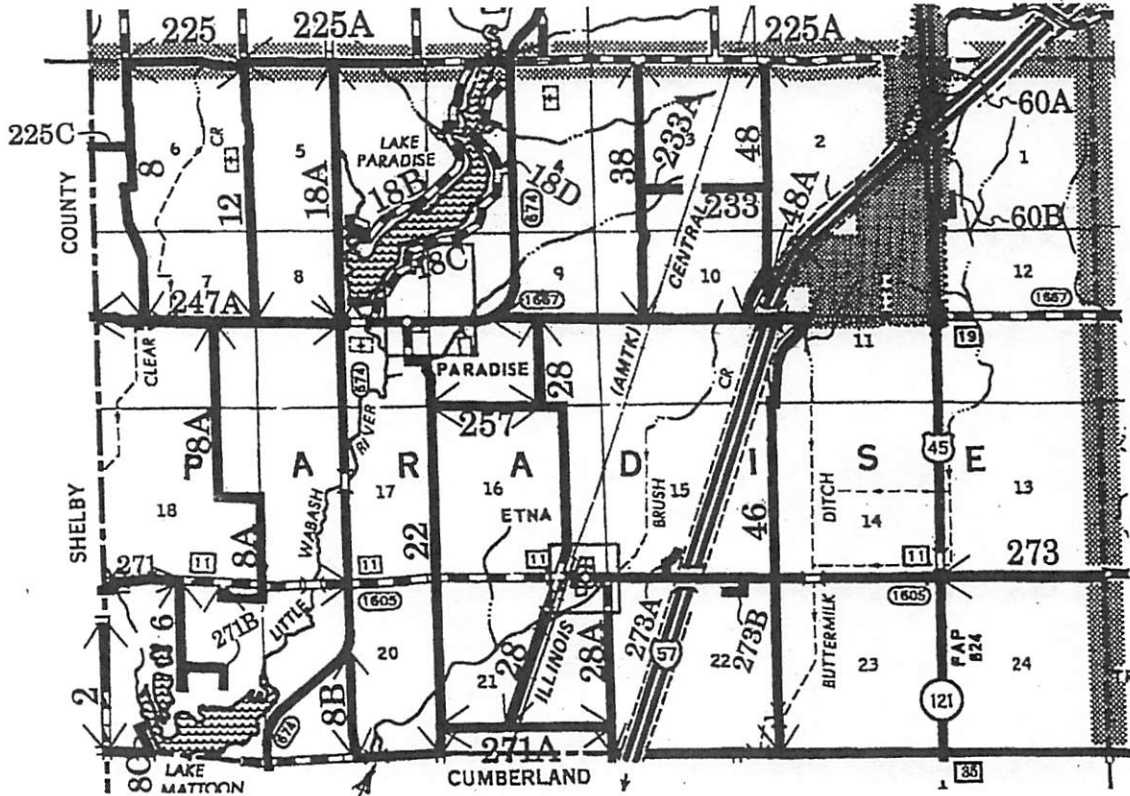
PARADISE



PARADISE
T 11 N R 7 E



ETNA
T 11 N R 7 E



PROJECT LOCATION

COLES COUNTY HIGHWAY DEPARTMENT

Richard A. Johnson, P.E – County Engineer

651 Jackson Street, Room 16

Charleston, IL 61920

Telephone 217-348-0527

COUNTY BRIDGE FUND PETITION

COLES COUNTY BOARD

Petition from: North Okaw Road District
3278 Stotler Street
Humboldt, IL 61931

Project No. 09-10.2019

Structure No. 015-3380

Location & Estimate of Costs: Skyline Springs Area, See Attached.

Work to be performed: Remove the non-bonded grout from four keyways along the three spans of the structure, clean keyways and fill areas with grout and/or epoxy grout where needed. The bridge will be closed while repairs take place.

Cost of Project: \$19,000.00

0.02% of Assessed Valuation of City or Township \$ 5,435.00

Whereas all requirements of 605 ILCS 5/5-501, Chapter 121 of the Illinois Statutes have been satisfied concerning aid from the County Board, I hereby petition the Coles County Board to appropriate a sufficient sum to match a portion of the estimated cost of the proposed bridge/ drainage project.

Signed: _____
Highway Commissioner

Approved by the Coles County Board
this 10th day of December, 2019.

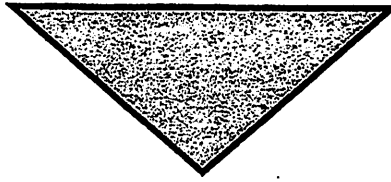
Amount Approved for Appropriation
from the County Bridge Fund:

Board Chairman

\$ 9,500.00

Attest: _____
County Clerk

HOWELL



An Equal Opportunity Employer

P. O. Box 1115
Salem, IL 62881
618-548-8064
618-548-8017 fax
salem@howellco.com

P.O. Box 1009
Mattoon, IL 61938
217-234-8877
217-234-4226 fax
howell@howellco.com

P.O. Box 287
Shelbyville, IL 62565
217-774-5032
217-774-3402 fax
prosser@howellco.com

October 4, 2019

Rick Johnson
Coles County Highway Department
651 Jackson C.H. Room 16
Charleston, IL 61920

RE: Skyline Springs Bridge Joint Grout Repairs

We propose the following prices for the requested work at the Skyline Springs Bridge on 1600N Road over the Kaskaskia River. All work will be subject to the stipulations that follow.

Remove Grout from Joints:

Remove the loose grout or non-bonded grout from the 4 beam joints with small chipping hammers. Blow out joints with an air compressor. Approximately 300 feet.

Grout Joints:

Install Backer rod where needed and grout joints with IDOT approved non-shrink grout.

Traffic Control:

Road will be closed to do this work with IDOT Standard BLR-21 and is included in the price.

Proposed Price for the work as specified above: \$18,925.00*

*This proposal is subject to the following stipulations:

- 1) Every effort will be made to complete this contract in an expeditious manner; however, this proposal does not include nighttime or weekend construction.
- 2) This proposal is based on the work being completed in 2019.
- 3) The full amount of this proposal will be invoiced and due upon completion of all Howell work. Amounts remaining due one month after the invoice date will be subject to a 2% finance charge per month which is equivalent to 24% per year.

Sincerely,

Kurt Haarman

Kurt Haarman
Howell Paving, Inc.

PLEASE SIGN AND RETURN ORIGINAL

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payment will be made as outlined above.

Accepted:

Firm Name: Ronnie Cole / Rickard Jones

Date: 10/16/19

Signature: Ronnie Cole / Rickard Jones

Note: This Proposal may be withdrawn by us if not accepted within 30 days.