

COLES COUNTY BOARD

Regular Meeting

January 13, 2015

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Brandon Bell, Paul Daily, Mark Degler, Jan Eads, Dan Lawrence, Brian Marvin, Ron Osborne, Nancy Purdy, Cory Sanders, Marc Weber, and Mike ZuHone with Chairman Stan Metzger presiding.

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

Motion was made by Daily, seconded by Weber to approve the following minutes

December 1, 2014 - Re-Organizational Meeting

December 1, 2014 - Special Board Meeting

December 9, 2014 - Regular Board Meeting

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (12)

NAYS: None (0)

ABSENT: None (0)

RESOLUTION TO AMEND BUDGET - GENERAL FUND

(For a copy of the resolution see pages 2765)

Upon motion by Lawrence, seconded by Marvin to include line five on the resolution.

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (12)

NAYS: None (0)

ABSENT: None (0)

RESOLUTION TO AMEND BUDGET - SHERIFF'S FUND

(For a copy of the resolution see pages 2766)

Upon motion by Marvin, seconded by Weber

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (12)

NAYS: None (0)

ABSENT: None (0)

EXTENSION OF LEASE WITH AIRPORT

(For a copy of the resolution see pages 2767 - 2770)

Upon motion by Weber, seconded by Zuhone

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (12)

NAYS: None (0)

ABSENT: None (0)

LOCAL AGENCY AGREEMENT RE: CH 20 (HIGHWAY) RESOLUTION TO APPROPRIATE FUNDS RE: CH 20 RES: IMPROVEMENT TO USE MOTOR FUEL TAX FUNDS RE: CH 20

(For a copy of the resolutions see pages 2771 - 2777)

Upon motion by Zuhone, seconded by Weber

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (12)

NAYS: None (0)

ABSENT: None (0)

RESOLUTION RE: LAW ENFORCEMENT MUTUAL AID AGREEMENT

(For a copy of the resolution see pages 2778 - 2779)

Upon motion by Osborne, seconded by Daily

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (12)

NAYS: None (0)

ABSENT: None (0)

APPOINTMENT

1. One appointment to the Public Health Board

ADJOURNMENT

Upon motion by Weber, seconded by Sanders the Coles County Board was adjourned at 7:25 p.m..

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (12)
NAYS: None (0)
ABSENT: None (0)

ATTEST:

_____ County Clerk

State of Illinois)
)
County of Coles)

RESOLUTION RE: BUDGET ADJUSTMENTS
GENERAL FUND

WHEREAS, the Finance Committee received requests for budget adjustments for FY 2014 as follows:

REVENUE:

1. Increase line item 001-4019-000, Donations-Animal Shelter, \$33,900; and
2. Increase line item 001-4085-000, Misc.-Rents-Refunds, \$75,285; and

EXPENSES:

1. Increase line item 001-7310-011, Office supplies, \$155; and
2. Increase line item 001-7490-014, Improvement-Land & Bldg, \$75,285; and
3. Increase line item 001-7590-020, Court Appointed Counsel, \$25,200; and
4. Increase line item 001-7381-022, Donation Expense, \$33,900; and
- 5. Decrease line item 001-7590-05, Contingency, \$25,355; and**

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

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County to amend the County Budget for FY 2014 as stated above.

DATED this ___ day of _____, 2015.

ATTEST: _____ Clerk

State of Illinois)
)ss.
County of Coles)

RESOLUTION RE: AMEND BUDGET

WHEREAS, the County needs to establish three additional funds in the County General Fund budget for FY 2015 from fees collected in the Sheriff's Department as follows: Sheriff Sex Offender Registration; Sheriff Crime Prevention; and Sheriff Inmate Telephone Profit; and

WHEREAS, the Finance Committee voted to recommend the following changes:

Sheriff Sex Offender Registration
Revenue 01-4115-00 \$2,000
Expense 01-7249-29 \$2,000

Sheriff Crime Prevention
Revenue 01-4113-00 \$6,000
Expense 01-7213-29 \$6,000

Sheriff Inmate Telephone Profit
Revenue 01-4114-00 \$7,900
Expense 01-7224-29 \$7,900

NOW, THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois, to amend the 2015 budget as stated above.

DATED this ___ day of January, 2015.

ATTEST:

Clerk

EXTENSION OF "GROUND LEASE" OF JANUARY 1, 1999

THIS EXTENSION made this _____ day of _____,

2015, of that "Ground Lease" of January 1, 1999, wherein COLES COUNTY AIRPORT AUTHORITY, a Municipal Corporation, referred to as "LESSOR"; and COUNTY OF COLES, STATE OF ILLINOIS, a Political Subdivision of the State of Illinois, with offices in Coles County, Illinois, hereinafter referred to as "LESSEE"; is hereby modified and extended in words and figures as follows:

- A. That Paragraph 1, Page 1 of said Lease is modified and amended to read as follows:

"LAND LEASED AND PURPOSE: Lessor does hereby lease and rent to Lessee for said purpose for a term of Fifteen (15) years, commencing January 1, 2015 and ending December 31, 2030, that tract of land described as follows:"

- B. That Paragraph 2, Page 2 of said lease is modified and amended to read as follows:

"RENTAL: In consideration of the aforesaid, and as ground rental therefore, LESSEE covenants and agrees to pay LESSOR

the sum of NINE HUNDRED DOLLARS (\$900) per year, payable in advance on the second day of January each year."

C. That Paragraph 3, Page 2 of said lease is modified and amended to read as follows:

“TERM: The term of this lease shall commence January 1, 2015 and ending December 31, 2030.”

D. That Paragraph 12, Page 3 of said lease is modified and amended to read as follows:

“INSURANCE & INDEMNIFICATION: LESSEE shall indemnify and save harmless LESSOR and all third persons against loss from damage of property of third persons stored, placed or otherwise lawfully located in or upon the demised premises or other airport premises hereunder, and against loss resulting from the negligence of LESSEE, or any of its servants, agents, customers, employees or representatives. LESSEE shall at all times carry General Liability coverage of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and

TWO MILLION DOLLARS (\$2,000,000) General Aggregate and not less than ONE HUNDRED THOUSAND (\$100,000) Property Damage per occurrence to jointly protect it and LESSOR against the foregoing risks. LESSOR shall be named Additional Insured in all policies of insurance required to be carried by LESSEE except Workmen's Compensation. LESSEE shall furnish LESSOR certificates of all insurance carried by it no later than January 1, 2015 and upon each annual renewal of all policies."

As hereinabove amended and extended, LESSOR and LESSEE hereby ratify and reaffirm the other terms, conditions, and covenants of said "GROUND LEASE" dated January 1, 1999.

IN WITNESS WHEREOF, LESSOR, by its Board of Commissioners, has caused this Lease to be executed in duplicate by its Chairman and Secretary, and its corporate seal affixed thereto; and LESSEE has executed the same in triplicate under his hand and seal, the day and year first above stated.

COLES COUNTY AIRPORT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary
"LESSOR"

**COUNTY OF COLES, STATE OF ILLINOIS,
A Body Politic**

By: _____
Chairman

ATTEST:

County Clerk
"LESSEE"



**Local Agency Agreement
for Federal Participation**

Local Agency Coles County	State Contract X	Day Labor	Local Contract	RR Force Account
Section 11-00150-00-RS	Fund Type STR	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-037-14	RS-0661(105)				

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 prepared by, or on behalf of the LA, 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 CH 20 (400E) Route FAS 661 Length 6.07 mi
 Termini Hill Road (1600 N) to City of Mattoon north corp limits

Current Jurisdiction Coles County TIP Number _____ Existing Structure No _____

Project Description

Project will consist of milling, patching, hot-mix asphalt, striping and other miscellaneous items to complete the project.

Division of Cost

Type of Work	STR	%	%	LA	%	Total
Participating Construction	1,120,000	(80)	()	280,000	(20)	1,400,000
Non-Participating Construction	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	
Right of Way	()	()	()	()	()	
Railroads	()	()	()	()	()	
Utilities	()	()	()	()	()	
Materials						
TOTAL	\$ 1,120,000			\$ 280,000		\$ 1,400,000

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 attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LA's Share \$280,000.00 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 within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement. The LA will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing 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 within thirty (30) calendar days of receipt, 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.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 LA on this or any other contract. The STATE, at its sole option, upon notice to the LA, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (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, 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 use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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

ADDENDA

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

Number 1- Location Map, Number 2 – Local Appropriation Resolution.

(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

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 37-6000640 conducting business as a Governmental Entity.

DUNS Number 029964541

APPROVED

State of Illinois
Department of Transportation

Erica J. Borggren, Acting Secretary

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 resolution authorizing said appointed official to execute this agreement is required.

RESOLUTION FOR FUND APPROPRIATION

SECTION 11-00150-00-RS

WHEREAS, County Highway 20 (FAS 661) is a designated route on the county highway system; and,

WHEREAS, the State of Illinois and Coles County believe it would be beneficial to the motoring public if County Highway 20 from the Mattoon city limits to 1600N be resurfaced with bituminous concrete; and,

WHEREAS, the State of Illinois and Coles County are desirous of entering into an agreement to utilize federal highway funds for the above construction, setting forth the terms and obligations to each agency, a copy of which is attached hereto; and

NOW, THEREFORE BE IT RESOLVED by this Coles County Board, that the County Board Chair, the County Clerk and the County Engineer of Coles County are authorized, and they are directed to execute an agreement and any subsequent amendments thereto, pertaining to the financing of the above-named improvement.

BE IT FURTHER RESOLVED that the County Engineer shall transmit, in writing, the final agreement, and any amendments, to be executed by the County Board Chair and the County Clerk.

BE IT FURTHER RESOLVED that there is appropriated \$280,000 from the County's Motor Fuel Tax funds as the local share, and designated to construction section 11-00150-00-RS.

BE IT FURTHER RESOLVED that this agreement, and any amendments, when executed in the final form, be submitted to the Illinois Department of Transportation for their approval and final processing.

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 January 13, 2015.

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



BE IT RESOLVED, by the County Board of Coles County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 20 , beginning at a point near Hill Road (1600N)

and extending along said route(s) in a(n) southerly direction to a point near the City of Mattoon's north corp. limits

, a distance of approximately 6.07 miles ; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be milling, patching, hot mix asphalt, striping and other miscellaneous items to complete the project.

and shall be designated as Section 11-00150-00-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two Hundred Eighty Thousand dollars, (\$280,000.00)

from the County's allotment of Motor Fuel Tax Funds for the construction of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

I, Sue Rennels County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

 Coles County, at its regular monthly

meeting held at the Coles County Courthouse, 651 Jackson Street, Charleston, IL

on January 13, 2015
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in the Coles County Courthouse, 651 Jackson Street, Charleston, IL in said County, this 13th day of January A.D. 2015

(SEAL) _____ County Clerk

Approved

Regional Engineer Department of Transportation

Date

Resolution No. _____

A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

Whereas the Municipality/County of Coles, of the State of Illinois (hereinafter "~~Municipality~~" County") is a County of the State of Illinois and duly constituted public agency of the State of Illinois, and;

Whereas the Municipality/County, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Municipality/County, and;

Whereas the Municipality/County recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

Whereas, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas, in order to have an effective mutual aid agreement for law enforcement resources and services, this Municipality/County recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas, this Municipality/County recognizes the need for our specific Municipality/County to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas, this Municipality/County also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas, this Municipality/County has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of this Municipality/County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this Municipality/County, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement," and;

Whereas, it is the anticipation and intention of this Municipality/County that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies, and;

Whereas, it is the anticipation and intent of this Municipality/County that the "Law Enforcement Mutual Aid Agreement" will continue to garner support and acceptance from other currently

unidentified public agencies who will enter into the "Law Enforcement Mutual Aid Agreement" over time and be considered as if all signatory public agencies to the "Law Enforcement Mutual Aid Agreement" had executed the "Law Enforcement Mutual Aid Agreement" at the same time,

Now, therefore, be it resolved by this Municipality/County as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

- a. Authorization to enter into a Certain Agreement. The County Board Chairman of this Municipality/County is hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."
- b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
- c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this _____ day of _____, _____.

Ayes:

Nays:

Absent:

Abstain:

Approved this _____ day of _____, _____.

~~President/Mayor~~/County Board Chairman, ~~etc.~~

Attest:

Municipality/County Clerk ~~etc.~~