RESOLVED, by the County board of Fayette County, that $509,250.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2016 and ending December 31, 2016, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

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

STATE OF ILLINOIS

Fayette County, ss.

I, Vicky L. Conder, 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

Fayette County, at its meeting held at Vandalia, Illinois on December 8, 2015

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Vandalia, Illinois in said County, this 8th day of December, 2015 A.D.
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-12-08-D

AN ORDINANCE APPROVING THE CONTRACT BETWEEN THE FAYETTE COUNTY SHERIFF'S OFFICE AND ITOUCH BIOMETRICS

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 8th DAY OF DECEMBER, 2015

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS DAY OF DECEMBER, 2015
ORDINANCE NO. 2015-12-08-D

AN ORDINANCE APPROVING THE CONTRACT BETWEEN THE FAYETTE COUNTY SHERIFF’S OFFICE AND ITOUCH BIOMETRICS

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the Fayette County Sheriff’s Department has requested bids for fingerprinting machines, and has received three bids with ITouch Biometrics being the lowest bidder at a price of $18,960.00 (Pricing Quote is attached and incorporated herein as Exhibit A in triplicate); and,

WHEREAS, that said Contract is for the purpose of installing a complete booking cabinet and a three year extended warrant on scanner and software support including upgrades; and

WHEREAS, it is in the best interests of the County to approve the attached Contract.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREambLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Contract between the Fayette County Sheriff’s Office and ITouch Biometrics.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage
and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Agreement.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the ___8th___ day of December, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY __Yea________
JACOB HARRIS __Yea________
JOHN C. DANIELS, JR. __Yea________
GLEN W. DANIELS __Yea________
JOHN BLYTHE __Absent________
DEAN J. BERNHARDT __Yea________
JEFFREY E. BECKMAN __Yea________
KEITH COLE __Yea________
DARRELL SCHAAL __Yea________
JOE E. KELLY __Yea________
GLENN GURTNER __Yea________
TROY L. PATTILLO __Absent________
WADE WILHOUR __Yea________
CHAD AUSTIN __Yea________
APPROVED by the Chairman of the Fayette County Board, Illinois on the 8th day of December, 2015.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L Conder
Fayette County Clerk
# QUOTE

## State of Illinois Contract Pricing

**Live Scan Purchase PBC83900**  
**Illinois State Police**

**TO**  
Brian Glidden  
Jail Administrator  
Fayette County  
PH: 618-283-2141  
Email: bglidden@fayettecountyillinois.org

<table>
<thead>
<tr>
<th>SALESPERSON</th>
<th>JOB</th>
<th>SHIPPING METHOD</th>
<th>SHIPPING TERMS</th>
<th>DELIVERY DATE</th>
<th>PAYMENT TERMS</th>
<th>DUE DATE</th>
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<tr>
<td>Gerry Bornhofen</td>
<td>Ground</td>
<td></td>
<td></td>
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<td>Net 30</td>
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<th>DESCRIPTION</th>
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<td>1</td>
<td>10-Print &amp; Palm Print</td>
<td>10-Print &amp; Palm Print Livescan device: 500 ppi FBI Appendix F Certified &amp; Appendix P certified (Major Case) Livescan Device. 1st Year warranty included.</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
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<td>IL Criminal Justice Applications</td>
<td>Software: Illinois Criminal Justice Applications. iTouch Accurate-ID Live Scan Software; Configured for IL &amp; FBI records. This software captures demographics information and livescan management of the device. 1st year support included.</td>
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<td>Inc.</td>
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<td>3</td>
<td>1</td>
<td>IL Civil Applications</td>
<td>Software: Illinois Civil Applications. iTouch Accurate-ID Live Scan Software; Configured for IL &amp; FBI records. This software captures demographics information and livescan management of the device. 1st year support included.</td>
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<td>Inc.</td>
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<td>4</td>
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<td>Logitech HD Camera and Type 10 Mugshot/Photo Capture Software.</td>
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<td>5</td>
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<td>Desktop Computer with 22&quot; Touch Screen Monitor</td>
<td>Inc.</td>
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<td>1</td>
<td>Print</td>
<td>FBI Certified Printer and Print Client</td>
<td>Inc.</td>
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<td>7</td>
<td>1</td>
<td>Booking Cabinet</td>
<td>Ruggedized Booking Cabinet</td>
<td>Inc.</td>
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<td>1</td>
<td>INST</td>
<td>On-Site Installation and Training.</td>
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<td>9</td>
<td>1</td>
<td>Warranty</td>
<td>1st Year Warranty including Software Support and Maintenance.</td>
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<td>Inc.</td>
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<td>2</td>
<td>EXTENDED WARR</td>
<td>2nd and 3rd year extended warranty on scanner and software support including upgrades.</td>
<td>$1,980.00</td>
<td>$3,960.00</td>
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**SUBTOTAL**  
$18,960.00  
**SALES TAX**  
$18,960.00  
**TOTAL**  
$18,960.00

Quotation prepared by: Gerry Bornhofen 847-706-6789  
This is a quotation on the goods named, subject to the conditions noted below:  
To accept this quotation, sign here and return.
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-12-08-E

AN ORDINANCE APPROVING THE FAYETTE COUNTY
SOLID WASTE COORDINATOR AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 8th DAY OF DECEMBER, 2015

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS __________________ DAY OF DECEMBER, 2015
ORDINANCE NO. 2015-12-08-E

AN ORDINANCE APPROVING THE FAYETTE COUNTY SOLID WASTE COORDINATOR AGREEMENT

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, the Fayette County Health Department has provided solid waste management on behalf of Fayette County over the year pursuant to prior annual Agreements; and,

WHEREAS, Fayette County is best served in continuing to allow the Fayette County Health Department to handle solid waste issues and to appoint a Coordinator to manage such pursuant to the Agreement attached hereto as Exhibit A; and,

WHEREAS, it is in the best interests of the County to approve the attached contract.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Fayette County Solid Waste Coordinator Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.
SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the ___ day of December, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY             Yea
JACOB HARRIS               Yea
JOHN C. DANIELS, JR.       Yea
GLEN W. DANIELS            Yea
JOHN BLYTHE                Absent
DEAN J. BERNHARDT          Yea
JEFFREY E. BECKMAN         Yea
KEITH COLE                 Yea
DARRELL SCHAAL            Yea
JOE E. KELLY               Yea
GLENN GURTNER             Yea
TROY L. PATTILLO          Absent
WADE WILHOUR              Yea
CHAD AUSTIN               Yea
APPROVED by the Chairman of the Fayette County Board, Illinois on the 8th day of December, 2014.

[Signature]
Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

[Signature]
Vicky L. Conder
Fayette County Clerk

[Seal]
FAYETTE COUNTY SOLID WASTE COORDINATOR

THE PARTIES to this AGREEMENT are the Fayette County Board and the Fayette County Health Department.

THE PURPOSE of this agreement is to provide a Solid Waste Coordinator for Fayette County through the Fayette County Health Department

THE TERMS of the AGREEMENT are as follows:

1. It is estimated that the Fayette County Health Department will expend up to an average of .15 FTE of staff employee time and a minimum 0.02 FTE of supervisory time in fulfilling its obligations under this AGREEMENT.

2. The Fayette County Health Department shall:

   A. Coordinate all activities as agreed upon with the Fayette County Board
   B. Assist with the organization and presentation of meetings and activities within Fayette County.
   C. Represent Fayette County on the six county Solid Waste Management Advisory Committee and attend pertinent regional meetings.
   D. Report to the Solid Waste Committee of the County Board on activities and meetings held within the county concerning the Solid Waste Plan.
   E. Perform such other reasonable duties at the direction of the County Board which may become necessary in developing and implementing the County’s Solid Waste Plan, providing that such additional duties shall be subject to the approval of the Administrator of the Fayette County Health Department.
   F. The Fayette County Health Department shall pay all in-county travel expenses incurred by the Solid Waste Coordinator in the course of his employment as such.

3. In exchange for the above listed services by the Fayette County Health Department, the Fayette County Board shall:

   A. Pay to the Fayette County Health Department the sum of $1500 per quarter, for 4 consecutive quarters beginning 12/01/14 and ending 11/30/2015.
   B. Pay out-of-county travel and meeting expenses incurred by the Fayette County Health Department in fulfilling obligations under this Agreement. Said expenses shall not exceed $700.00 per year. Any travel and meeting expenses in excess of $700.00 per year shall be subject to the approval of the County Board.
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-12-08-F

AN ORDINANCE REGULATING THE USE AND ISSUANCE OF LICENSES FOR VIDEO GAMING

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
This 8th Day Of December, 2015

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
This _________________ Day Of December, 2015
ORDINANCE NO. 2015-12-08-F

AN ORDINANCE REGULATING THE USE AND ISSUANCE OF LICENSES FOR VIDEO GAMING

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the Fayette County Board has determined that the regulation and issuance of licenses for Video Gaming is necessary within the county, excluding the city of Vandalia; and,

WHEREAS, it is in the best interest of the citizens of the County of Fayette to enact an ordinance regulating the use and issuance of licenses for video gaming upon the terms and conditions stated herein,

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. QUALIFIED EXEMPTION FROM GAMING.

(A) Licensed video gaming exemption. The prohibitions of this chapter and any other chapter or section of the County Code that may reference or govern gambling or gaming shall not apply to any video gaming terminal that has a valid video gaming terminal permit sticker and is being operated by a licensed liquor, fraternal, veterans or truck stop establishment which has a valid County video gaming establishment license and is in full compliance with this chapter.

(B) Definitions. For purposes of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1. LICENSED ESTABLISHMENT OR LICENSED PREMISES. Any establishment which holds a valid license to sell liquor at retail for consumption on the premises under the Fayette County Liquor Control Ordinance and is licensed by the Illinois Gaming Board to operate a video gaming terminal on its premises, or any fraternal establishment, veterans establishment or truck stop establishment that is licensed by the Illinois Gaming Board to operate a video gaming terminal on its premises.
2. **VIDEO GAMING TERMINAL.** Any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including but not limited to video poker, line up, and blackjack, utilizing a video display and microprocessors in which the player may receive free games, receipts or credits which can be redeemed for cash. VIDEO GAMING TERMINAL does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only.

**SECTION 2. VIDEO GAMING PERMIT REQUIRED.**

It shall be unlawful for a licensed establishment to operate any video gaming terminal, unless the licensed establishment obtains and maintains a valid video gaming terminal permit sticker from the County for each video gaming terminal to be operated on the licensed premises.

**SECTION 3. VIDEO GAMING TERMINAL PERMIT STICKER AND FEE.**

In order for any video gaming terminal to be operated at a licensed establishment, the licensed establishment is required to obtain an annual video gaming terminal permit sticker from the County for each video gaming terminal located on its premises by submitting a written application, on a form provided by the County, to the Liquor Commissioner or his designee. The burden is upon each applicant to demonstrate its suitability and qualifications for the permit sticker. Each video gaming terminal permit sticker issued by the County shall expire June 30th, next, after date of issue, unless sooner revoked as provided by law, with an annual fee of $25.00 per video gaming terminal payable in full at the time the application is filed with the County.

A video gaming terminal permit shall be purely a personal privilege and shall not constitute property, nor shall it be subject to attachment, garnishment, or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered by any interest other than the interest of the applicant.
SECTION 4. REGULATIONS FOR OPERATING VIDEO GAMING TERMINALS.

The following regulations apply to all licensed establishments operating a video gaming terminal on the licensed premises with valid video gaming terminal permit sticker for each video gaming terminal:

1. A valid state Gaming Board video gaming license must be clearly displayed at all times.
2. A valid County video gaming terminal permit sticker shall be clearly displayed at all times on each video gaming terminal on the licensed premises whether operational or not.
3. No more than 5 video gaming terminals may be located on the licensed premises.
4. Other than having up to 5 video gaming terminals with valid video gaming terminal permit stickers, a licensed establishment is prohibited from having, anywhere on its premises, an electronic video gaming machine which may be available to play or simulate the play of poker, line up, blackjack, faro, roulette, craps, slots, or any other card or dice game or other game of chance, or that is otherwise similar to a gambling or gaming device under this code, even if solely for amusement purposes.
5. All video gaming terminals must be located in an area restricted to persons 21 years of age or older. The entrance to such area must, at all times, be within the view of at least 1 employee of the licensee who is at least 21 years of age.
6. No licensed establishment may cause, suffer or permit any person under the age of 21 years to use, play or operate a video gaming terminal.
7. For licensed establishments with a liquor license, no video gaming terminal may be played except during the legal hours of operation allowed for the consumption of alcoholic beverages at the licensed establishment pursuant to the Fayette County Liquor Control Ordinance.
8. The licensed establishment must fully comply with the Illinois Video Gaming Act, 230 ILCS 40/1 et seq., as amended, and all rules, regulations and restrictions imposed by the Illinois Gaming Board.
(9) The licensed establishment must fully comply with all applicable Fayette County ordinances, including, the Fayette County Liquor Control Ordinance, as well as any applicable federal and Illinois laws or regulations.

(10) Licensed establishments must immediately notify the Liquor Commissioner in the event the Illinois Gaming Board revokes or suspends the licensed establishment's video gaming license. The revocation, loss or suspension of a valid Illinois Gaming Board video gaming license shall automatically result in the revocation, loss or suspension of the County video gaming permit stickers, without refund of any fee, for all video gaming terminals permitted for the establishment.

SECTION 5. INSPECTION OF PREMISES.

Every licensed establishment where a video gaming terminal is kept shall be subject to inspection by the Fayette County Sheriff or his/her authorized agents, at any time, to ensure compliance with the Video Gaming Ordinance. This includes licensed establishments applying for a video gaming establishment license and/or video gaming terminal permit sticker. It shall be unlawful for any person to hinder, resist, oppose or attempt to hinder, resist or oppose the Fayette County Sheriff or his/her respective agents in the course of an inspection.

SECTION 6. REVOCATION/SUSPENSION OF LICENSE AND PERMIT STICKER.

The Liquor Commissioner may revoke or suspend any video gaming terminal permit sticker issued by the County if the Liquor Commissioner determines the licensed establishment has violated any of the provisions of this ordinance, any provision of other County ordinances, or any applicable state or federal statute. No video gaming terminal permit shall be revoked or suspended, except after a public hearing before the Liquor Commissioner, with a 3-day written notice to the licensed establishment, served upon the licensee or the licensee's manager of the licensed premises. Notwithstanding the foregoing, any licensed establishment which has its liquor license forfeited, revoked, or suspended by the County or by the Illinois State Liquor Commission, or has its state video gaming license revoked or suspended by the Illinois Gaming Board, shall forthwith, without a hearing before the Liquor Commissioner, have all of its
County video gaming terminal permit stickers revoked or suspended for the duration for which its liquor and/or Illinois Gaming Board gaming license is suspended, as the case may be.

SECTION 7. SEIZURE OF UNLAWFUL VIDEOGAMING TERMINALS.

Every video gaming terminal which does not have a valid video gaming terminal permit sticker or is otherwise unlawful shall be considered a gambling device subject to seizure the Fayette County Sheriff or his/her respective agents and shall be turned over to the Illinois Gaming Board, in accordance with Board regulations and applicable law, unless otherwise ordered by a court of competent jurisdiction.

SECTION 8. AUTHORIZATION TO OTHERS.

All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 9. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 11. APPLICABILITY.

This ordinance applies to the County of Fayette, but excludes all establishments and persons within the City of Vandalia.
ADOPTED by the County Board of the Fayette County, Illinois on the 8th day of December, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY  Yea
JAKE HARRIS  Yea
JOHN C. DANIELS, JR.  Yea
JEFFREY BECKMAN  Yea
GLEN W. DANIELS  Yea
JOHN BLYTHE  Absent
DEAN J. BERNHARDT  Yea
KEITH COLE  Yea
DARRELL SCHAAAL  Yea
JOE E. KELLY  Nay
GLENN GURTNER  Yea
TROY L. PATILLO  Absent
WADE WILHOUR  Yea
CHAD AUSTIN  Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the 8th day of December, 2015.

Jeffery Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:
Vicky Conder
Fayette County Clerk
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-12-08-G

AN ORDINANCE APPROVING THE ROAD USE AGREEMENT BETWEEN FAYETTE COUNTY GOVERNMENT HIGHWAY DEPARTMENT AND DAKOTA ACCESS

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 8th DAY OF DECEMBER, 2015

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS ________________ DAY OF DECEMBER, 2015
ORDINANCE NO. 2015-12-08-G

AN ORDINANCE APPROVING THE ROAD USE AGREEMENT BETWEEN FAYETTE COUNTY GOVERNMENT HIGHWAY DEPARTMENT AND DAKOTA ACCESS

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the Fayette County Supervisor of the Highway Department and Dakota Access have negotiated the terms of a Road Use Agreement and that the certain and specific terms are more fully set forth in the attached Road Use Agreement; and,

WHEREAS, it is in the best interests of the County to approve the attached Road Use Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Road Use Agreement between Fayette County and Dakota Access.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Contract in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairman on such Contract. Upon passage and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.
SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 8th day of December, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY

Yea

JAKE HARRIS

Yea

JOHN C. DANIELS, JR.

Yea

JEFFREY BECKMAN

Yea

GLEN W. DANIELS

Yea

JOHN BLYTHE

Absent

DEAN J. BERNHARDT

Yea

KEITH COLE

Yea

DARRELL SCHAAL

Yea

JOE E. KELLY

Yea

GLENN GURTNER

Yea

TROY L. PATTILLO

Absent

WADE WILHOUR

Yea

CHAD AUSTIN

Yea
APPROVED by the Chairman of the Fayette County Board, Illinois on the 8th day of December, 2015.

Jeffery Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder
Fayette County Clerk
ROAD USE AGREEMENT  
(Fayette County Road System)

This ROAD USE AGREEMENT (this “Agreement”) is made and entered into this ____ day of ________, 2015 by and between Fayette County, Illinois, a body corporate and politic under the Laws of the State of Illinois (“County”) and Dakota Access, LLC (“DAKOTA ACCESS”). DAKOTA ACCESS and the County are sometimes referred to herein individually as a “Party” and collectively as the “Parties.” The term “DAKOTA ACCESS Representative(s)” shall include the DAKOTA ACCESS’s contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives, and designees.

RECITALS

WHEREAS, DAKOTA ACCESS intends to construct a petroleum pipeline and other ancillary facilities in and across portions of the County, and

WHEREAS, in connection with the construction of the Project, the County desires to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the “County Highways”) over which it will be necessary for DAKOTA ACCESS and DAKOTA ACCESS Representative(s) to, among other things, (i) transport heavy equipment and materials over certain County Highways, which may in certain cases be in excess of the design limits of the County Highways; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Highways; (iii) widen certain County Highways and make certain modifications and improvements (both temporary and permanent) to such County Highways (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place pipe for the Project adjacent to, or under certain County Highways, and

WHEREAS, under 605 ILCS 5/5 et seq. the County has broad power regarding the opening, construction, maintenance, relocation, access to or repair of highways in the County Highway system; and
Section 1. Dakota Access agrees to undertake the following activities in accordance with the terms of this Agreement:

A. Provide contact information for the Dakota Access Construction Manager, the Dakota Access Project Manager, and the Dakota Access Permit Manager. The names and contact information for these individuals are as follows:

- **Primary Construction Manager:** Ed Dye  
  Email: eddy5479@yahoo.com  
  Mobile: 309-714-2535  

- **Project Manager:** Adam Broad  
  Email: adambroad@energytransfer.com  
  Mobile: 713-989-2057  

- **Permit Manager:** Kirby Ewing  
  Email: kirby.ewing@contractlandstaff.com  
  Mobile: 281-340-3325

B. Provide as much advance notice as is reasonable to the County Engineer in advance of all "Super Load" moves and equipment crossings for separate review and permitting. At a minimum, a load is considered a "Super Load" if ONE of the following is true:

- WIDTH is greater than 14'-06"
- LENGTH is greater than 145'-0"
- HEIGHT is greater than 15'-0"
- WEIGHT is greater than 80,000 lbs. gross

Additional information regarding what may be considered a "Super Load" shall be based on criteria available from the Illinois Department of Transportation Permit Office.

C. Transport the pipe segments and other oversize loads so as to minimize adverse impact on the local traffic.

D. Provide as much advance notice as is commercially reasonable to obtain approval of the Department when it is necessary for a road to be closed due to a road crossing or for any other reason. Notwithstanding the generality of the aforementioned, DAKOTA
K. Pay for the cost of all repairs to all County Highways that are damaged by DAKOTA ACCESS or DAKOTA ACCESS Representative(s) during the construction of the Project and restore such roads to the condition they were in at the time of the pre-construction inventory.

L. Take such measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on County Highways damaged as a direct result of DAKOTA ACCESS or DAKOTA ACCESS Representative(s) use as directed by the County. The extended work suspension may be caused by but not limited to seasonal weather conditions, “acts of God”, or labor disagreements.

M. Acknowledge that the estimates for road repairs or restorations are good faith estimates provided by the County or an approved consultant, but the final actual costs may vary.

N. Provide a single Surety Bond in accordance with Section 6 for the purposes of road repair or restoration.

O. Anywhere this Agreement obligates DAKOTA ACCESS to make a payment, said payment shall be made directly to the County Highway Department within 21 days of receipt of an invoice, containing such detail as DAKOTA ACCESS may reasonably request, from County Highway Department. Such payments shall be made, at DAKOTA ACCESS's discretion, by check or wire transfer of immediately available funds.

Section 2. The County, in accordance with the terms of this Agreement, agrees to:

A. Consent to the use of the County Highway's rights-of-way for utility encroachments for the Project by separate permit. Consent granted herein shall be effective only to the extent of the property interest of the County. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve DAKOTA ACCESS or DAKOTA ACCESS Representative(s) from obtaining by
E. Perform all routine maintenance on the County Highways used as access roads for the construction of the pipeline in accordance with Section 5 of this Agreement.

F. Review for approval all access points to the County Highway system by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices.

G. Prepare estimates in good faith based on the design of all road repairs or restorations in accordance with IDOT Bureau of Local Road and Streets Manual.

H. Authorize the County Engineer to agree on behalf of the County to revisions to Exhibit A and to determine appropriate improvements.

Section 3. Road Inventory:

A. Pre-Construction Inventory:

DAKOTA ACCESS, prior to the commencement of construction, shall perform an inventory and/or survey to record the condition of the pavement surface of the County Highways listed in Exhibit A prior to use by DAKOTA ACCESS or DAKOTA ACCESS Representative(s). DAKOTA ACCESS shall provide notice to County of the start dates and completion dates of the road survey work. During this survey the entire length of the roads as listed in Exhibit A shall be videotaped and if necessary photographs may be taken. In addition, the County will provide DAKOTA ACCESS or DAKOTA ACCESS Representative(s) with copies of any existing plans, cross-sections and specifications relevant to the existing road structure, if requested. The survey company(s) shall provide a network level analysis of the condition of the roads. The assessments may be conducted using the pavement condition index (PCI) methodology, adopted by ASTM Testing Standard D 6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys. The PCI provides a numerical indication of the overall pavement condition for each road and will be used to evaluate the effects of the pipeline construction traffic.
Local Roads and Streets Manual. The cost of these repairs or improvements shall be paid for by DAKOTA ACCESS.

C. Routing and Access Approval:

As soon as practical and as necessary throughout the construction of the Project, DAKOTA ACCESS or DAKOTA ACCESS Representative(s) and the County shall meet and by mutual agreement revise Exhibit A in so far as it affects the County Highways and make it more definitive.

D. Revisions:

As the Principal Road Use Schedule (Exhibit A) is revised and roads are added or removed by mutual agreement of DAKOTA ACCESS and County Highway Engineer or its designate, pre-construction and post-construction improvement details shall be prepared and added to the Exhibit A using the same methodology as was used to establish the improvement descriptions included in Exhibit A.

E. Incidental/Accidental Use:

1. The Parties recognize that the Project traffic may, either through mistake or with the consent of the County, use roads other than those listed on Exhibit A. Repairs for damage caused by DAKOTA ACCESS or DAKOTA ACCESS Representative(s) during such mistaken or permitted use shall be paid for or repaired as provided in Section 6.D. of this Agreement.

2. The Parties intend that all construction traffic related to the Project shall exclusively use the routes designated in Exhibit A and shall not use any other local or County roads other than those so designated. Construction traffic shall mean any traffic in support of the Project, including travel by workers to and from any job site in vehicles weighing five (5) tons or more. Subject to subsection (1) above, in the event any
anticipated material and equipment deliveries, equipment crossings, and traffic movement which may be reflected as changes in Exhibit A.

Section 5. Upgrades and Maintenance of the County Highways

A. Upon mutual agreement between the parties, in order to minimize the adverse effect of the construction traffic on the County Highways, certain upgrades may be required on certain roads as set forth on Exhibit A.

B. The daily routine maintenance of the County Highways affected by the Project including snow removal, striping, dust control, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the Department. If repairs or maintenance, other than daily routine maintenance, are deemed necessary by mutual agreement of the parties because of activity of DAKOTA ACCESS or DAKOTA ACCESS Representative(s), the County will invoice DAKOTA ACCESS for such cost and DAKOTA ACCESS shall make payment to the County therefor within thirty (30) days of the date of the invoice.

C. “Mutual Agreement” shall be defined as both parties agreeing to the type of repairs needed. Either party has the right to request a meeting of representatives from both parties to determine the type of repairs needed. In the event a disagreement between the parties prevents the Department from making repairs, the Department is entitled to make repairs in accordance with Section 6.C until such time that an agreement can be reached. In the event an agreement cannot be reached, either party may exercise the remedies specified under this Agreement.

Section 6. Surety Bond:

A. Prior to the beginning of construction of the Project, DAKOTA ACCESS shall provide to County financial security in the form of a Surety Bond in the amount of one million dollars ($ 1000000.00) which the County may draw against in the event and only to the
a. DAKOTA ACCESS shall notify the County of the work to be done and submit plans for approval prior to the construction of the improvements.

b. The work shall be performed by or contract shall be let by DAKOTA ACCESS.

c. The County reserves the right to inspect the improvements during construction and to allow the improvements to remain or to have the improvements removed and the area restored to its preconstruction condition, at no cost to the County.

2. For damage during construction to the roads listed on Exhibit A, as amended from time to time and those roads damaged by incidental or accidental use:

   a. The County shall make all temporary road repairs necessitated by DAKOTA ACCESS's activities at DAKOTA ACCESS's cost.

   b. The work necessary to temporarily repair and reopen the County Highway to traffic shall be performed by the County or their duly obligated contractor.

   c. Payment for such temporary road repairs shall be made by DAKOTA ACCESS within forty eight (48) hours of notification by the County that such repairs are needed.

   d. Final repairs to County Highways shall be completed as described in Section 6.C.3.

3. For the post construction final repairs or restoration of County Highways listed on Exhibit A, as such Exhibit may be amended by the Parties from time to time:

   a. The County shall notify DAKOTA ACCESS in writing of the work to be done based upon the pre- and post-construction inspections of the County Highways in order to return the County Highways to their preconstruction condition.
an invoice is submitted for reimbursement. The County shall photograph, videotape
and otherwise document the conditions and make all such documentation available to
DAKOTA ACCESS. Any such emergency repair shall be subject to post-repair
negotiations by the Parties, involvement of the intermediary and, if necessary,
adjudication. If such post-repair proceedings favor DAKOTA ACCESS, the County will
reimburse DAKOTA ACCESS for amounts paid to fund the repair, if any.

E. Procedure and Dispute Resolution:

The County shall notify DAKOTA ACCESS of the location and nature of the repair or
restoration required, provide an estimate of cost and a time frame for completion or the work.

1. The County shall notify DAKOTA ACCESS of the location and nature of the repair
or restoration required, provide an estimate of cost and a time frame for completion or the work.

2. If DAKOTA ACCESS agrees, the County or County's contractor shall perform the
repair in the time framework specified and recover its costs from DAKOTA ACCESS to
be paid within thirty (30) days of the date an invoice is submitted by the County for
reimbursement.

3. Should a disagreement exist as to the:
   a. The extent of the damage done to a County Highway based upon the pre-
      and post construction inspections of the County Highways;
   b. The method, procedure or design used for the preparation of an estimate of a
      final repair or restoration of a County Highway;
   c. Estimate of Cost plus fees for a final repair or restoration of a County
      Highway; the County and DAKOTA ACCESS will in good faith attempt to
      resolve the dispute. If, following such good faith attempt, the Parties are still
      unable to resolve the dispute, the Parties shall select a qualified independent
      third party road engineer for review and to act as a neutral intermediary to
      mediate the dispute within five (5) days of the effective date of such
A. **Indemnification by DAKOTA ACCESS.** DAKOTA ACCESS hereby releases and agrees to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively “County Releasees”) from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney’s fees) and demands against the County Releasees arising out of or relating to the performance by DAKOTA ACCESS or DAKOTA ACCESS Representative(s) of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, DAKOTA ACCESS hereby releases the County Releasees and agrees to indemnify and hold harmless the County Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney’s fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by DAKOTA ACCESS, its employees, agents, representatives, materials suppliers, vendors, transport providers or contractors, or their respective employees, agents or representatives.

B. **Indemnification by the County.** The County hereby releases and agrees to indemnify and hold harmless DAKOTA ACCESS and their members, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively “DAKOTA ACCESS Releasees”) from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney’s fees) and demands against the DAKOTA ACCESS Releasees arising out of or relating to the performance by the County of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the County hereby releases the DAKOTA ACCESS Releasees and agrees to indemnify and hold harmless the DAKOTA ACCESS Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney’s fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the County, their
insureds, to the limits of DAKOTA ACCESS's indemnity obligation under this Agreement, to the Commercial General Liability policy in this section 7.D.3.

4. General Provisions Applicable to the Forgoing Insurance Requirements:

a. DAKOTA ACCESS may utilize any combination of primary and/or excess insurance to satisfy the above requirements.
b. Evidence of such insurance shall be submitted to the County prior to the initiation of any work or transportation of any materials or equipment on the roads listed on Exhibit A.

Section 8. Miscellaneous

A. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance and injunctive relief. The remedy of specific performance and injunctive relief shall not be exclusive and the Non-Defaulting Party may seek any other remedy available at law or in equity.

B. Non-Waiver of Performance. Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of either Party's right thereafter to enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.

C. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can
F. **Assignment.** This Agreement may not be assigned without the written consent of the other Party.

G. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.

H. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of law's provisions.

I. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, legal representatives and their respective agents, contractors, subcontractors material suppliers, vendors, employees, respective transport providers and designees.

J. **Termination.** DAKOTA ACCESS shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the County of its intent to terminate this Agreement. In the event such termination
DAKOTA ACCESS Representatives shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.0/et seq. The parties agree that certification by DAKOTA ACCESS's Management that wages are paid in accordance with the Illinois Prevailing Wage Act shall be acceptable to the County unless otherwise required by Illinois State Statute.

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.

Fayette County, Illinois:

[Signature]
Jeffrey Beckman, Chairman
County Board of Fayette County, Illinois

ATTEST:

[Signature]
Vicky Conder, Clerk
County Board of Fayette County, Illinois
RESOLUTION NO. 2015–12–08–H

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the County currently has a Capital Improvement Fund; and, 

WHEREAS, the County may through the fiscal year of 2016 require additional funds to allow the County to continue operating; and,

WHEREAS, the County Treasurer would be allowed to transfer monies from the Capital Improvement Fund to the general fund in an amount not to exceed $250,000 for the fiscal year of 2016; and,

WHEREAS, any amount transferred from the Capital Improvement Fund to the general fund would be required to be paid back to the capital improvement fund by the end of the 2016 fiscal year; and,

WHEREAS, it is in the best interest of Fayette County to allow the County Treasurer to withdraw up to $250,000 from the Capital Improvement Fund for the fiscal year of 2016; and

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. Recitals.

The County Board hereby finds that the recitals contained in the preambles to this Resolution are true and correct and does incorporate them into this Resolution by reference.

SECTION 2. Approval of Recommendation.

The County hereby approves the loan from the Capital Improvement Fund to the General Fund in an amount not to exceed $250,000 for the fiscal year of 2016.

SECTION 3. Authorization to Officers.

The Fayette County Board Chairman is authorized, empowered and directed to allow the County Treasurer to transfer monies from the Capital Improvement Fund to the General Fund in an amount not to exceed $250,000 for the fiscal year of 2016.
SECTION 4. SEVERABILITY.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

PASSED by the County Board of the Fayette County, Illinois on the 8th day of December, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY Yea
JAKE HARRIS Nay
JOHN C. DANIELS, JR. Yea
JEFFREY BECKMAN Yea
GLEN W. DANIELS Yea
JOHN BLYTHE Absent
DEAN J. BERNHARDT Yea
KEITH COLE Yea
DARRELL SCHAAL Yea
JOE E. KELLY Yea
GLENN GURTNER Yea
TROY L. PATTILLO Absent
WADE WILHOUR Yea
CHAD AUSTIN Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the 8th day of December, 2015.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST
Vicky Condor
Fayette County Clerk
RESOLUTION  #2015-12-08-I

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Board, in regular session, this 8th day of December 2015 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the Fayette County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2016, commencing December 1, 2015 and ending November 30, 2016, by hereby appropriating the sum of $7,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2016.

Passed and adopted by the County Board of Fayette County, Illinois, this 8th day of December 2015.  

Chairman

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

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

AVENA TOWNSHIP

PERMANENT PARCEL NUMBER: 01-12-22-379-004

As described in certificates(s) : NONE sold November 2012

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

WHEREAS, Robert F. Werner, has bid $2,000.00 for the County's interest, such bid having been presented to the County board at the same time it having been determined by the County board and the Agent for the County, that the County shall receive from such bid $1,468.50 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $42.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $2,000.00.

THEREFORE, your County board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS, that the Chairman of the Board of Fayette County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $1,468.50 to be paid to the Treasurer of Fayette County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 8th day of December, 2015

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

12-15-001
RESOLUTION
#2015-12-08-K

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

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

RAMSEY TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-08-457-004

As described in certificate(s) : NONE sold November 2012

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

WHEREAS, Robert Heggie, has bid $2,500.00 for the County's interest, such bid having been presented to the County board at the same time it having been determined by the County board and the Agent for the County, that the County shall receive from such bid $1,843.50 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $42.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $2,500.00.

THEREFORE, your County board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS, that the Chairman of the Board of Fayette County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $1,843.50 to be paid to the Treasurer of Fayette County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 8th day of December, 2015

ATTEST:
CLERK

COUNTY BOARD CHAIRMAN

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

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

RAMSEY TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-17-228-007

As described in certificates(s) : NONE sold November 2012

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

WHEREAS, James B. Coleman, has bid $3,259.00 for the County's interest, such bid having been presented to the County board at the same time it having been determined by the County board and the Agent for the County, that the County shall receive from such bid $2,412.75 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $42.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $3,259.00.

THEREFORE, your County board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS, that the Chairman of the Board of Fayette County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $2,412.75 to be paid to the Treasurer of Fayette County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this ___8th___ day of __December________, 2015___

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER: 12-15-003
WHEREAS, The County of Fayette, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

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

VANDALIA TOWNSHIP

PERMANENT PARCEL NUMBER: 18-14-16-155-012

As described in certificates(s): NONE sold November 2012

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

WHEREAS, James Wehrle, has bid $2,800.00 for the County's interest, such bid having been presented to the County board at the same time it having been determined by the County board and the Agent for the County, that the County shall receive from such bid $2,068.50 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $42.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $2,800.00.

THEREFORE, your County board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS, that the Chairman of the Board of Fayette County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $2,068.50 to be paid to the Treasurer of Fayette County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this ______ day of December ________, 2015

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

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

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

VANDALIA TOWNSHIP

PERMANENT PARCEL NUMBER: 18-14-16-306-001

As described in certificates(s) : NONE sold November 2012

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

WHEREAS, James Wehrle, has bid $3,800.00 for the County's interest, such bid having been presented to the County board at the same time it having been determined by the County board and the Agent for the County, that the County shall receive from such bid $2,818.50 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $42.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $3,800.00.

THEREFORE, your County board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS, that the Chairman of the Board of Fayette County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $2,818.50 to be paid to the Treasurer of Fayette County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 8th day of December, 2015

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

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

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

VANDALIA TOWNSHIP

PERMANENT PARCEL NUMBER: 18-14-17-302-006

As described in certificates(s): NONE sold November 2012

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

WHEREAS, Thomas G. Peterson, has bid $642.00 for the County's interest, such bid having been presented to the County board at the same time it having been determined by the County board and the Agent for the County, that the County shall receive from such bid $250.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $42.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $642.00.

THEREFORE, your County board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS, that the Chairman of the Board of Fayette County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $250.00 to be paid to the Treasurer of Fayette County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 8th day of December, 2015

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

12-15-006
WHEREAS, The County of Fayette, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

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

OTECHO TOWNSHIP

PERMANENT PARCEL NUMBER: 11-15-02-155-010

As described in certificates(s) : NONE sold November 2012

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

WHEREAS, Curtis L Hyatt, has bid $642.00 for the County's interest, such bid having been presented to the County board at the same time it having been determined by the County board and the Agent for the County, that the County shall receive from such bid $250.00 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $42.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $642.00.

THEREFORE, your County board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS, that the Chairman of the Board of Fayette County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $250.00 to be paid to the Treasurer of Fayette County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 8th day of December, 2015

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER
FAYETTE COUNTY SOLID WASTE COORDINATOR

THE PARTIES to this AGREEMENT are the Fayette County Board and the Fayette County Health Department.

THE PURPOSE of this agreement is to provide a Solid Waste Coordinator for Fayette County through the Fayette County Health Department.

THE TERMS of the AGREEMENT are as follows:

1. It is estimated that the Fayette County Health Department will expend up to an average of .15 FTE of staff employee time and a minimum 0.02 FTE of supervisory time in fulfilling its obligations under this AGREEMENT.

2. The Fayette County Health Department shall:
   A. Coordinate all activities as agreed upon with the Fayette County Board
   B. Assist with the organization and presentation of meetings and activities within Fayette County.
   C. Represent Fayette County on the six county Solid Waste Management Advisory Committee and attend pertinent regional meetings.
   D. Report to the Solid Waste Committee of the County Board on activities and meetings held within the county concerning the Solid Waste Plan.
   E. Perform such other reasonable duties at the direction of the County Board which may become necessary in developing and implementing the County’s Solid Waste Plan, providing that such additional duties shall be subject to the approval of the Administrator of the Fayette County Health Department.
   F. The Fayette County Health Department shall pay all in-county travel expenses incurred by the Solid Waste Coordinator in the course of his employment as such.

3. In exchange for the above listed services by the Fayette County Health Department, the Fayette County Board shall:
   A. Pay to the Fayette County Health Department the sum of $1500 per quarter, for 4 consecutive quarters beginning 12/01/14 and ending 11/30/2015.
   B. Pay out-of-county travel and meeting expenses incurred by the Fayette County Health Department in fulfilling obligations under this Agreement. Said expenses shall not exceed $700.00 per year. Any travel and meeting expenses in excess of $700.00 per year shall be subject to the approval of the County Board.