This Agreement is made and entered into between the above local public agency, hereinafter referred to as the “LPA”, and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as “STATE”. The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE’s policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as “FHWA”.

Location

Local Name 650 N/CH 17 (Iola Road) Route FAS 719 Length 0.01 mi.

Termini Three (3) miles east of Farina over Crooked Creek

Current Jurisdiction Fayette County TIP Number Existing Structure No 026-3012

Project Description

This section involves the removal of the existing structure and construction of a new, single span, PPC deck beam bridge on pile bent abutments. The proposed bridge will have a through width of 30'-0" and a length of 90'-0" to back of abutments.

Division of Cost

<table>
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<tr>
<th>Type of Work</th>
<th>STP-Br</th>
<th>%</th>
<th>ST MATCH ASSIST</th>
<th>%</th>
<th>LPA</th>
<th>%</th>
<th>Total</th>
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<tbody>
<tr>
<td>Participating Construction</td>
<td>480,000</td>
<td>80</td>
<td>120,000</td>
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<td>600,000</td>
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<td>Non-Participating Construction</td>
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<td>Preliminary Engineering</td>
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<td>Construction Engineering</td>
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<td>Right of Way</td>
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<td>Railroads</td>
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<td>Materials</td>
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<td><strong>TOTAL</strong></td>
<td>480,000</td>
<td></td>
<td>170,000</td>
<td></td>
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<td></td>
<td>650,000</td>
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</tbody>
</table>

*Lump Sum State Match Assist NTE $170,000 to be used first as match to the federal funds

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for bidding and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

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

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) ________________ due by the ________________ of each successive month.

METHOD B--- ________________ Monthly Payments of ________________ divided by estimated total cost multiplied by actual progress payment.

METHOD C---LPA's Share Balance ________________ (See page two for details of the above methods and the financing of Day Labor and Local Contracts)
THE LPA AGREES:

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction costs divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(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 shall also be coordinated with the IDOT’s District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer’s Payment Estimates shall be in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:
(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the LPA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA’s certification that:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;
(c) The LPA 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) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

(24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA Invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

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

That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#1.

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

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA’s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices.

(4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
(a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for
enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1: Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

Mr. Jeffrey E. Beckman
Name of Official (Print or Type Name)

Fayette County Board Chairman
Title (County Board Chairperson/Mayor/Village President/etc.)

[Signature] Date

Randall S. Blankenhorn, Secretary
Date

By:

Aaron A. Weatherholt, Deputy Director of Highways
Date

Omer Osman, Director of Highways/Chief Engineer
Date

William M. Barnes, Chief Counsel
Date

Jeff Heck, Chief Fiscal Officer (CFO)
Date

The above signature certifies the agency’s TIN number is 37-6000800 conducting business as a Governmental Entity.

DUNS Number 055354604

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

RESOLUTION  
NO: 2017-05-09-A  

RESOLUTION  

WHEREAS, Fayette County desires to replace the existing structure over Crooked Creek, where the same is crossed by FAS 719 (Iola Road), three(3) miles east of Farina, Str. No. 026-3012; and known to the Illinois Department of Transportation as Section 14-00126-00-BR and Job No. C-97-024-16; and  

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

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

WHEREAS, the use of federal funds requires a joint funding agreement (AGREEMENT) with the Illinois Department of Transportation; and  

NOW THEREFORE, BE IT RESOLVED, that the County Board authorizes the Local Public Agency balance, or as much as such sum as may be needed, to match federal funds in the completion of the aforementioned project known as Section 14-00126-00-BR; and  

BE IT FINALLY RESOLVED, that the Fayette County Board Chairman is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to the advancement and completion of said project.  

Jeffrey J. Beckman,  
Fayette County Board Chairman  

I, Vicky L. Conder, County Clerk, in and for Fayette County, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution approved by the County Board of Fayette County at its meeting on the  

9th day of May, 2017.  

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this 9th day of  

May, 2017.  

Vicky L. Conder,  
Fayette County Clerk  

(seal)
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-05-09-B

AN ORDINANCE COMBINING THE PRECINCTS OF AVENA #1 AND AVENA #2 IN ST. ELMO, ILLINOIS

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 9th DAY OF MAY, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 9th DAY OF MAY, 2017
ORDINANCE NO. 2017-05-09-B

AN ORDINANCE COMBINING THE PRECINCTS OF AVENA #1 AND AVENA #2 IN ST. ELMO, ILLINOIS

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 of Fayette has considered the combining of election precincts, in accordance with the Illinois Compiled Statutes 10 ILCS 5/24B-3.1 and 10 ILCS 5/24C-3.1;

WHEREAS, the combination of Avena #1 and Avena #2 will provide a costs savings for the taxpayers of Fayette County; and

WHEREAS, the combination of Avena #1 and Avena #2 will not negatively affect the services or representation of the citizens of Avena #1 and Avena #2.

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 combination of Avena #1 and Avena #2.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed the combination 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, the County Clerk shall file a certified copy of any 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.

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 9th day of May, 2017, upon yea and nay vote as follows:

BRYCE KISTLER  Yea
JAKE HARRIS  Yea
JOHN C. DANIELS, JR.  Yea
JEFFREY BECKMAN  Yea
GLEN W. DANIELS  Yea
MARK ISAIAH  Yea
DEAN J. BERNHARDT  Yea
KEITH COLE  Absent
DARRELL SCHAAL  Yea
JENNY WAGGONER  Yea
GLENN GURTNER  Absent
TROY L. PATTILLO  Absent
WADE WILHOUR  Yea
CHAD AUSTIN  Yea
APPROVED by the Chairman of the Fayette County Board, Illinois on the 9th day of May, 2017.

[Signature]

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

_____________________
Vicky L. Conder
Fayette County Clerk

[SEAL]
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-05-09-c

AN ORDINANCE COMBINING THE PRECINCTS OF OTEGO #1 AND OTEGO #2 IN BROWNSTOWN, ILLINOIS

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 9th DAY OF MAY, 2017

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY
THIS 9th DAY OF MAY, 2017
ORDINANCE NO. 2017-05-09-C

AN ORDINANCE COMBINING THE PRECINCTS OF OTEGO #1 AND OTEGO #2 IN BROWNSTOWN, ILLINOIS

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 of Fayette has considered the combining of election precincts, in accordance with the Illinois Compiled Statutes 10 ILCS 5/24B-3.1 and 10 ILCS 5/24C-3.1;

WHEREAS, the combination of Otego #1 and Otego #2 will provide a costs savings for the taxpayers of Fayette County; and

WHEREAS, the combination of Otego #1 and Otego #2 will not negatively affect the services or representation of the citizens of Otego #1 and Otego #2.

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 combination of Otego #1 and Otego #2.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed the combination 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, the County Clerk shall file a certified copy of any 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.

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 ___th____ day of May, 2017, upon yea and nay vote as follows:

BRYCE KISTLER
JAKE HARRIS
JOHN C. DANIELS, JR.
JEFFREY BECKMAN
GLEN W. DANIELS
MARK ISIAH
DEAN J. BERNHARDT
KEITH COLE
DARRELL SCHAAL
JENNY WAGGONER
GLENN GURTNER
TROY L. PATILLO
WADE WILHOUR
CHAD AUSTIN

Yea
Yea
Yea
Yea
Yea
Yea
Yea
Absent
Yea
Absent
Absent
Yea
Yea

Yea
APPROVED by the Chairman of the Fayette County Board, Illinois on the 9th day of May, 2017.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder
Fayette County Clerk

(SEAL)
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-05-09-D

AN ORDINANCE COMBINING THE PRECINCTS OF RAMSEY #1 AND RAMSEY #2 IN RAMSEY, ILLINOIS

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 9th DAY OF MAY, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 9th DAY OF MAY, 2017
ORDINANCE NO. 2017-05-09-D

AN ORDINANCE COMBINING THE PRECINCTS OF RAMSEY #1 AND RAMSEY #2 IN RAMSEY, ILLINOIS

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 of Fayette has considered the combining of election precincts, in accordance with the Illinois Compiled Statutes 10 ILCS 5/24B-3.1 and 10 ILCS 5/24C-3.1;

WHEREAS, the combination of Ramsey #1 and Ramsey #2 will provide a costs savings for the taxpayers of Fayette County; and

WHEREAS, the combination of Ramsey #1 and Ramsey #2 will not negatively affect the services or representation of the citizens of Ramsey #1 and Ramsey #2.

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

SECTION 1. INCORPORATION OF PREAMBLIES.

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 combination of Ramsey #1 and Ramsey #2.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed the combination 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, the County Clerk shall file a certified copy of any 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.

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 9th day of May, 2017, upon yea and nay vote as follows:

BRYCE KISTLER  Yea
JAKE HARRIS    Yea
JOHN C. DANIELS, JR.  Yea
JEFFREY BECKMAN  Yea
GLEN W. DANIELS  Yea
MARK ISAIAH     Yea
DEAN J. BERNHARDT Yea
KEITH COLE      Absent
DARRELL SCHAAAL Yea
JENNY WAGGONER  Yea
GLENN GURTNER   Absent
TROY L. PATILLO Absent
WADE WILHOUR    Yea
CHAD AUSTIN     Yea
APPROVED by the Chairman of the Fayette County Board, Illinois on the 9th day of May, 2017.

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

ATTEST:

__________________________
Vicky L. Conder
Fayette County Clerk

[SEAL]
ORDER OF APPOINTMENT AND DESIGNATION OF TERM OF TRUSTEE OF BROWNSTOWN FIRE PROTECTION DISTRICT

WHEREAS, William R. Robison has heretofore served as a Trustee of the Brownstown Fire Protection District pursuant to authorizing Resolution of the Fayette County Board and an Order of Appointment by its Chairman, and,

WHEREAS, William R. Robison is willing to serve an additional term, and it is the will of the remaining Trustees of the Brownstown Fire Protection District that he be permitted to continue in office pursuant to appointment, and,

WHEREAS, William R. Robison remains qualified to serve as a Trustee of the Brownstown Fire Protection District and has tendered his Oath and his Acceptance Of Appointment,

NOW, THEREFORE, pursuant to the authorizing Resolution of the Fayette County Board, I do hereby appoint William R. Robison as a Trustee of the Brownstown Fire Protection District, for the term hereinafter specified:

For a term beginning at midnight on the Sunday preceding the first Monday of May, 2017, and expiring at midnight on the first Sunday preceding the first Monday of May, 2020.

Dated this ___9th___ day of May, 2017.

[Signature]
Chairman, Fayette County Board
ORDER OF APPOINTMENT AND DESIGNATION
OF TERM OF TRUSTEE OF
BROWNSTOWN FIRE PROTECTION DISTRICT

WHEREAS, William R. Robison has heretofore served as a Trustee of the Brownstown Fire Protection District pursuant to authorizing Resolution of the Fayette County Board and an Order of Appointment by its Chairman, and,

WHEREAS, William R. Robison is willing to serve an additional term, and it is the will of the remaining Trustees of the Brownstown Fire Protection District that he be permitted to continue in office pursuant to appointment, and,

WHEREAS, William R. Robison remains qualified to serve as a Trustee of the Brownstown Fire Protection District and has tendered his Oath and his Acceptance Of Appointment,

NOW, THEREFORE, pursuant to the authorizing Resolution of the Fayette County Board, I do hereby appoint William R. Robison as a Trustee of the Brownstown Fire Protection District, for the term hereinafter specified:

For a term beginning at midnight on the Sunday preceding the first Monday of May, 2017, and expiring at midnight on the first Sunday preceding the first Monday of May, 2020.

Dated this ___9th___ day of May, 2017.

Chairman, Fayette County Board
RESOLUTION OF FAYETTE COUNTY BOARD

No. 2017-05-09-E

APPOINTMENT OF TRUSTEE OF BROWNSTOWN FIRE PROTECTION DISTRICT

WHEREAS, William R. Robison has heretofore served as Trustee of the Brownstown Fire Protection District pursuant to prior Resolution of the Fayette County Board and Order of appointment by its Chairman, and

WHEREAS, the term of William R. Robison will expire May 1, 2017, and

WHEREAS, William R. Robison continues to be qualified and willing to act in said capacity,

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


Dated this __9th__ day of ___May______, 2017.

[Signature]

CHAIRMAN, FAYETTE COUNTY BOARD
RESOLUTION OF FAYETTE COUNTY BOARD
No. 2017-05-09-E

APPOINTMENT OF TRUSTEE OF BROWNSTOWN FIRE PROTECTION DISTRICT

WHEREAS, William R. Robison has heretofore served as Trustee of the Brownstown Fire Protection District pursuant to prior Resolution of the Fayette County Board and Order of appointment by its Chairman, and

WHEREAS, the term of William R. Robison will expire May 1, 2017, and

WHEREAS, William R. Robison continues to be qualified and willing to act in said capacity,

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


Dated this ___9th___ day of __May__________, 2017.

[Signature]
CHAIRMAN, FAYETTE COUNTY BOARD
ACCEPTANCE OF APPOINTMENT OF TRUSTEE
OF BROWNSTOWN FIRE PROTECTION DISTRICT

STATE OF ILLINOIS

) ss.

COUNTY OF FAYETTE


William Robison

OATH OF OFFICE

STATE OF ILLINOIS

) ss.

COUNTY OF FAYETTE

I, William Robison, on oath state that I will discharge faithfully the duties of the office of Trustee of the Brownstown Fire Protection District, in the County of Fayette and State of Illinois; and that I will support the Constitution of the United States and the Constitution of the State of Illinois.

William Robison

Subscribed and sworn to before me this 26th day of April, 2017.

Notary Public
ACCEPTANCE OF APPOINTMENT OF TRUSTEE OF BROWNSTOWN FIRE PROTECTION DISTRICT

STATE OF ILLINOIS )
) ss.
COUNTY OF FAYETTE )


William Robison

OATH OF OFFICE

STATE OF ILLINOIS )
) ss.
COUNTY OF FAYETTE )

I, William Robison, on oath state that I will discharge faithfully the duties of the office of Trustee of the Brownstown Fire Protection District, in the County of Fayette and State of Illinois; and that I will support the Constitution of the United States and the Constitution of the State of Illinois.

William Robison

Subscribed and sworn to before me this 26th day of April, 2017.

Notary Public
May 2, 2017

Vicky Conder, County Clerk
Fayette County Courthouse
Vandalia, IL 62471

In Re: Brownstown Fire Protection District

Dear Ms. Conder:

The term of William Robison as a Trustee of the Brownstown Fire Protection District will expire at midnight, May 1, 2017. The District wishes that he be reappointed and he is willing to undertake such reappointment. Therefore, on behalf of the District, I respectfully request that the Fayette County Board reappoint Mr. Robison for the three year term of May, 2017, through April, 2020.

I enclose an Acceptance Of Appointment Of Trustee, a Resolution, and an original and two copies of an Order Of Appointment. We ask that this matter be considered at the May 2017 meeting of the Fayette County Board. If the Board makes the appointment, please send me a copy of the Order Of Appointment.

Yours very truly,

BURNSIDE, JOHNSTON, CONNOR & JENSEN, P.C.

By: Jack Johnston

Enclosures: Acceptance Of Appointment Of Trustee
Resolution
Order Of Appointment
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2017-05-09-F

A REVISED ORDINANCE TO REGULATE AND CONTROL
THE SALE OF ALCOHOLIC LIQUOR

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 9th DAY OF MAY, 2017

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 9th DAY OF MAY, 2017
ORDINANCE NO. 2017-05-09-F

A REVISED ORDINANCE TO REGULATE AND CONTROL THE SALE OF ALCOHOLIC LIQUOR

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

1. It shall be unlawful for a person without a retail liquor dealer’s license to sell or to offer alcoholic liquor for sale at retail within Fayette County, Illinois, and outside the limits of any City, Village or incorporated Town. It shall be unlawful for a person to sell or offer alcoholic liquor for sale at retail in Fayette County, Illinois, in violation of the terms of this Ordinance.

2. Retail liquor dealer licenses shall be divided into five classes:

   A. A Class A license, the lawful holder of which shall be authorized to sell at retail all alcoholic spirits, wine and beer;

   B. A Class B license, the lawful holder of which shall be authorized to sell at retail all alcoholic spirits, wine and beer in the original package only, provided that such alcoholic spirits, wine or beer may not be consumed upon the licensed premises;

   C. A Class C license, the lawful holder of which shall be authorized to sell beer, ale, stout and lager beer by a lawful club;

   D. A Class D license, the lawful holder of which shall be authorized as a club to sell all alcoholic liquors, wine and beer;

   E. A Class E license, the lawful holder of which shall be authorized for a period not to exceed 24 hours to sell beer as a lawfully qualified not-for-profit organization.

3. No retail liquor dealer’s license shall be issued to an applicant for premises which are located within any Township or other area which, by previous local option referendum, has prohibited and made unlawful the sale of alcoholic liquor if such prohibition remains in effect at the time of the application.

4. All applications for the issuance of a retail liquor dealer’s license shall be filed with the Fayette County Clerk for delivery to the local Liquor Control Commissioner or for delivery to the person or persons duly appointed to assist the local Liquor Control Commissioner in the exercise of such Commissioner’s powers and the performance of the Commissioner’s duties and action thereon.

5. All applications shall conform in substance to and incorporated therein the wording necessary to disclose the information expressly required by the provisions of 235
ILCS 5/7-1 et seq., as such statute now exists, and as it may from time to time hereafter be amended. All applications shall be verified under oath by the applicant.

6. License fees shall be payable at the time application is made by the applicant and shall be returnable only in the event the license for which application is made is not granted.

7. License fees shall be as follows:

A. Class A License: $1,000.00 per year;
B. Class B License: $500.00 per year;
C. Class C License: $250.00 per year;
D. Class D License: $350.00 per year;
E. Class E License: $25.00 for license sale period.

8. The number of licenses authorized to issue shall be subject to the following limitations:

A. The number of Class A Licenses shall not exceed 1 for any Fayette County Township outside the limits of any City, Village or Incorporate Town.
B. The number of Class B Licenses shall not exceed 1 for any Fayette County Township outside the limits of any City, Village or Incorporate Town.
C. The number of Class C Licenses shall not exceed 1 for any Fayette County Township outside the limits of any City, Village or Incorporate Town.
D. The number of Class D Licenses shall not exceed 1 for any Fayette County Township outside the limits of any City, Village or Incorporate Town.
E. No more than 2 Class E Licenses per calendar year may be issued to any organization within any calendar year, unless such licensee shall pay a license fee of $250.00 per year, the payment of which license fee shall authorize the issuance of 5 Class E Licenses within a calendar year.

9. Operating Hours: Premises licensed pursuant to this Ordinance shall be limited in their periods of operation as follows:

A. Premises operating under Class A License may be open to the public and sell all alcoholic spirits, wine and beer between the hours of 7:00 a.m. and 2:00 a.m., Monday through Saturday, and from 12:00 noon until 9:00 p.m. on Sunday.
B. Premises operating under Class B License may be open to the public and sell all alcoholic spirits, wine and beer in original package only for off-premises consumption between the hours of 7:00 a.m. and 2:00 a.m., Monday through Saturday, and from 12:00 noon until 9:00 p.m. on Sunday.

C. Premises operating under Class C License may be open to its members and guests and sell beer, ale, stout and lager beer between the hours of 7:00 a.m. and 2:00 a.m., Monday through Saturday, and from 12:00 noon until 9:00 p.m. on Sunday.

D. Premises operating under Class D License may be open to its members and guests and sell all alcoholic spirits, wine and beer between the hours of 7:00 a.m. and 2:00 a.m., Monday through Saturday, and from 12:00 noon until 9:00 p.m. on Sunday.

E. Premises operating under Class E License may sell beer only from 7:00 a.m. until 2:00 a.m. on the day for which the license is valid, except for Sunday, upon which day operation shall not be from any earlier than 12:00 noon until not later than 9:00 p.m.

10. The applicant for a Class A License and the holder of a Class A License shall comply with the following requirements:

   A. The structure of the licensed premises shall have fire resistant construction in accordance with the National Fire Protection Association 101 Life Safety Code.

   B. Licensed premises shall not exceed a maximum capacity of 20 persons for each 500 square feet of customer floor space.

   C. The licensed premises shall be equipped with separate rest rooms, with one for each sex, with such rest rooms to be an integral part of the building. Said premises shall have at least two entrances at the front and rear of the building, with the doors on each entrance opening outward.

11. The local Liquor Control Commissioner or the person or persons duly appointed to assist the Commissioner in the exercise of the Commissioner's powers and the performance of Commissioner's duties shall consider and pass upon any application made in accordance with the Ordinance. If the Commissioner or the Commissioner's duly appointed agent shall determine that all requirements of the Dram Shop Law of the State of Illinois [235 ILCS 5/6-21, et seq], as applicable, have been satisfied and the applicant is otherwise qualified hereunder to obtain a license as provided by law, and that the required license fee has been tendered, and the applicant has, under oath, agreed to conform with the provisions of this Ordinance, then and in that event the local Liquor Control Commissioner or the person or the persons appointed to assist the Commissioner in the exercise of the Commissioner's powers and the performance of the Commissioner's duties, shall approve said application and shall
return the same to the Fayette County Clerk with such approving order endorsed thereon. Upon the Fayette County Clerk’s receipt of such endorsed and approved application, the Clerk shall issue under the Clerk’s signature a license in due form for a calendar year from and after the date the license was ordered to issue.

12. An applicant for a retail liquor dealer license and the holder of a license shall be a resident of Fayette County.

13. In the event any licensee shall discontinue the business of retain sale of alcoholic liquor under a license issued pursuant to the provisions of this Ordinance during the calendar year for which it was issued, such license shall become void and of no further effect. In the event any licensee shall cease to be a resident of Fayette County during the calendar year for which a license is issued, such license shall become void and of no further effect. In the event any licensee shall violate a provision of this Ordinance, of the Liquor Control Act of the State of Illinois or of any applicable Federal statute or regulation, such licensee’s license shall be subject to immediate termination, in which event it shall be void and of no further effect. In the event of the termination of license by its avoidance under this paragraph, no refund of any part of the license fee paid shall be made.

14. Any retail liquor dealer license issued pursuant to the provisions of this Ordinance is personal to the licensee and shall not be transferred in any way, either as between individuals, firms or corporations, or as between premises or locations. Any license shall completely identify the licensee and contain an exact description of the premises to which the license applies and shall be at all times after issuance, displayed prominently upon the premises so licensed.

15. A person holding a retail liquor license issued pursuant to this Ordinance shall abide by the provisions of the Liquor Control Act of the State of Illinois, as said Act presently exists or may hereafter be amended time to time.

16. In the event this Ordinance or any section or part hereof is determined by a Court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not have effect upon any other part, section or provision of this Ordinance, which shall, as a consequence, remain in full force and effect.

17. An Amended Resolution relative to Dram Shop of this Board, as adopted on August 10, 1982, and an Amending Resolution thereof dated April 12, 1988, and Amending Resolution thereof adopted on February 10, 1994, together with any and all other Ordinances or Resolutions which may have heretofore been enacted and to the extent any such Ordinances may be inconsistent with or in conflict with this Ordinance, each all are hereby repealed. All outstanding licenses issued under said repealed Resolutions shall remain valid and lawful under the terms of this Ordinance, if otherwise lawfully issued and held by the licensee.
ADOPTED by the County Board of the Fayette County, Illinois on the ___9th____ day of May, 2017, upon yea and nay vote as follows:

BRYCE KISTLER  Yea
JAKE HARRIS    Yea
JOHN C. DANIELS, JR.  Yea
JEFFREY BECKMAN  Yea
GLEN W. DANIELS  A Absent Yea
MARK ISAIAH  Yea
DEAN J. BERNHARDT  Yea
KEITH COLE  Absent
DARRELL SCHAAL  Yea
JENNY WAGGONER  Yea
GLENN GURTNER  Absent
TROY L. PATTILLO  Absent
WADE WILHOUR  Yea
CHAD AUSTIN  Yea

APPROVED by the Chairman of the Fayette County Board, Illinois on the ___9th____ day of May, 2017.

Jeffrey Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder
Fayette County Clerk

{SEAL}