Resolution Appropriating Funds for the Payment of the County Engineer’s Salary

WHEREAS, the County Board of Fayette County has adopted a resolution establishing the salary of the County Engineer to be 100% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Fayette County has entered into an agreement from 04/21/17 to 04/20/23

with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Fayette County Board that there is hereby appropriated the sum of

One Hundred One Thousand Five Hundred and no/100 Dollars ($101,500.00) from the County's Motor Fuel Tax funds for the purpose of paying the County Engineer’s salary from 05/01/18 to 04/30/19 and,

BE IT FURTHER RESOLVED, that the Fayette County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Fifty Thousand Seven Hundred Fifty and no/100 Dollars ($50,750.00) of Federal Surface Transportation Program funds allocated to Fayette County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Fayette County Board that there is hereby appropriated the sum of

Two Thousand Five Hundred and no/100 Dollars ($2,500.00) from the County’s Motor Fuel Tax funds for the purpose of paying the County Engineer’s expenses from 05/01/18 to 04/30/19.

__________________________________________________________________________

I ______________________________________________________________________
Name of Clerk County Clerk in and for said County of Fayette in the State of Illinois, and

keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Fayette County at a meeting held on 03/13/18.

I certify that the correct TIN/FEIN number for Fayette County is 37-6000800 Legal Status: Governmental.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of March, 2018.

(SEAL)

Clerk Signature

For resolutions not involving a transfer of STR funds:

For resolutions involving a transfer of STR funds:

APPROVED
STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

For resolutions involving a transfer of STR funds:
Randall S Blankenhorn
Secretary of Transportation

BY: Priscilla A Tobias
Director, Office of Program Development

Printed 03/07/18

BLR 09221 (Rev. 12/06/17)
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**

<table>
<thead>
<tr>
<th>Local Name</th>
<th>1920E Road</th>
<th>Route</th>
<th>TR 434</th>
<th>Length</th>
<th>0.01mi.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Termini</td>
<td>At Hog Creek 2.5 miles NW of Wright's Corner</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Current Jurisdiction** | Loudon Road District | **TIP Number** | 026-5015 | **Existing Structure No** | 026-5015 |

**Project Description**

This section involves the removal of the existing structure and construction of a new, single span, bridge consisting of PPC deck beams on pile bent abutments. The proposed bridge will have a through width of 24'-0" and a length of 65'-10 1/2" to back of abutments.

**Division of Cost**

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>STP-Br</th>
<th>%</th>
<th>TBP</th>
<th>%</th>
<th>LPA</th>
<th>%</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>240,000</td>
<td>80</td>
<td>48,000</td>
<td>16</td>
<td>12,000</td>
<td>4</td>
<td>300,000</td>
</tr>
<tr>
<td>Non-Participating Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Engineering</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right of Way</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Railroads</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ 240,000</td>
<td>$ 62,400</td>
<td>$ 15,600</td>
<td>$ 318,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**Local Public Agency Appropriation**

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

**Method of Financing (State Contract Work Only)**

METHOD A—Lump Sum (80% of LPA Obligation)  
METHOD B—Monthly Payments of ______________________ due by the ______ of each successive month.  
METHOD C—LPA's Share $60,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)
Agreement Provisions

THE LPA AGREES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(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 be the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations.

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

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

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.

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.

(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.

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.

To regulate parking and traffic in accordance with the approved project report.

To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

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).

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 630.108(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.

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

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

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

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

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

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

THE STATE AGREES:

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

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

(3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;

(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

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

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

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

(4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for
enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (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 and Number 3: Jurisdictional

(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) 3/13/2018
Date

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

DUNS Number 056354604

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary
Date

By:

Aaron A. Weatherholt, Deputy Director of Highways
Date

Omer Osman, Director of Highways/Chief Engineer
Date

William M. Earnes, Chief Counsel
Date

Jeff Heck, Chief Fiscal Officer (CFO) Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
LOCATION MAP
TR 434 BRIDGE
OVER HOG CREEK
SECTION 10-08125-00-BR
FAYETTE COUNTY, ILLINOIS
RESOLUTION NO: 2018-03-13-B

RESOLUTION

WHEREAS, Fayette County desires to replace the existing structure over Hog Creek, where the same is crossed by T.R. 434 (1920E), 2 1/2 miles northwest of Wright's Corner, Str. No. 026-5015; and known to the Illinois Department of Transportation as Section 10-08125-00-BR and Job No. C-97-005-18; 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 Sixty Thousand Dollars ($60,000), or as much as such sum as may be needed, to match federal funds in the completion of the aforementioned project known as Section 10-08125-00-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 E. 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 13th day of March, 2018.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this 13th day of March, 2018.

Vicky L. Conder,
Fayette County Clerk
Paragraph (4) on Page 2 under Local Agency Agrees is hereby revised to read "The Road District has current jurisdiction and will continue to retain jurisdiction of the completed improvement".
AGENDA ITEMS
FAYETTE COUNTY HIGHWAY DEPARTMENT
March 13, 2018 BOARD MEETING

Motion To:

Approve the low bids from the Motor Fuel Tax letting held on March 5, 2018 for road oil and materials. The letting was for the County and various Road Districts.

Resolution To:

Appropriate Motor Fuel Tax funds for the payment of the County Engineer's salary and expenses from May 1, 2018 to April 30, 2019.

Resolution To:

Approve the "Local Agency Agreement" and related "Addenda" with the Illinois Department of Transportation to replace the structure 2 1/2 miles northwest of Wright's Corner, on 1920E, in Loudon Township. Section 10-08125-00-BR
Fayette County Highway Department

Agenda Item Notes for meeting on

March 13, 2018

1) Appropriating Funds for the County Engineer's Salary, BLR 09221

   Top left: enter resolution number

   Bottom: Vicky needs to sign, seal and date

   Return all five (5), original resolutions, to County Engineer

2) Local Public Agency Agreement for Federal Participation, BLR 05310

   Page 5, middle left: Jeff needs to sign and date

   Page 7, top right: enter resolution number

   Page 7, bottom: Jeff needs to sign
                   Vicky needs to sign, seal and date twice

   Return all five (5), original agreements, to County Engineer

3) Nine (9) blue copies for distribution to County Board members

4) One (1) white copy for use by County Clerk's office

   Please contact me if you have any questions. Thank you.
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2018-03-13-C

AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION

ADOPTED BY THE FAYETTE COUNTY BOARD
OF THE COUNTY OF FAYETTE, ILLINOIS
THIS 13th DAY OF MARCH, 2018

PUBLISHED BY THE AUTHORITY OF
THE COUNTY BOARD OF FAYETTE COUNTY
THIS 13th DAY OF MARCH, 2018
ORDINANCE NO. 2018-03-13-C

AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION

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, Public Transportation is an essential public purposes for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and,

WHEREAS, Fayette County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof, pursuant to the Intergovernmental Agreement (attached hereto as Exhibit A); and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq authorizes a county to provide for public transportation within the Fayette County limits:

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

SECTION 1. APPROVAL OF RECOMMENDATION.

The County hereby approves the Intergovernmental Agreement. Shelby County shall hereby provide public transportation within the Fayette County Limits pursuant to said agreement.
SECTION 2. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute the Agreement 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.

That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Fayette County a Grant Application to the Illinois Department of Transportation.

SECTION 4. AUTHORIZATION TO OTHERS.

That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Fayette County a Grant Application and all required Grant Agreements to the Illinois Department of Transportation.

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 13th day of March, 2018, upon yea and nay vote as follows:

Present 13
Aye 13
Nay 0
APPROVED by the Chairman of the Fayette County Board, Illinois on the 13th day of March, 2018.

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

ATTEST:

[Signature]
Vicky L Conder
Fayette County Clerk

(SEAL)
Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.

2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.

3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.

4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.

5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.

6. That the terms of this Agreement will be effective for the twelve-month grant period.

7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.

8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.
9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.

10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.

11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2018 to June 30, 2019 and will be submitted for approval annually.

COUNTY OF SHELBY, a body politic and corporate

By: ______________________________

Chairperson, Shelby County Board

ATTEST:

________________________
Shelby County Clerk

COUNTY OF FAYETTE, a body political and corporate

By: ______________________________

Chairperson, Fayette County Board

ATTEST:

________________________
Fayette County Clerk
Ordinance

ORDINANCE NUMBER 2018-03-13-C
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN FAYETTE COUNTY, ILLINOIS for Fiscal year 2019, beginning on July 1, 2018 and ending on June 30, 2019.

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Fayette County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the Fayette County limits:

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Fayette County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

Section 2. The County Clerk of the County of Fayette shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Fayette County a Grant Application to the Illinois Department of Transportation.

Section 5. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Fayette County all required Grant Agreements with the Illinois Department of Transportation.

APPROVED by the Chairman of the Fayette County Board, this 13th day of March 2018, and deposited and filed in the office of the Fayette County Clerk of said County on that date.

Elected Board Members 14

PRESENT 13

AYE 8

NAY

Clerk of Fayette County, Illinois

Chairman of Fayette County, Illinois
Intergovernmental Agreement

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COUNTY OF SHELBY, a body politic and corporate

By: ____________________________
    Chairperson, Shelby County Board

ATTEST:

______________________________
Shelby County Clerk

COUNTY OF FAYETTE, a body political and corporate

By: ____________________________
    Chairperson, Fayette County Board

ATTEST:

______________________________
Fayette County Clerk