

Gabe Springer

From: Pete Duncan [pete.duncan@macoupincountyil.gov]
Sent: Friday, December 30, 2011 1:37 PM
To: 'Andy Manar'
Cc: Gabe Springer; dthomas30@frontier.com
Subject: FW: Open Meetings Act

Wanted to make sure you all saw this. First I've heard about it.

From: Tina Conard [mailto:warrencountyclerk@yahoo.com]

Sent: Friday, December 30, 2011 1:35 PM

To: Marcella Cisna; Gretchen DeJaynes; Linda Ward; Michael C. Kirchner; Stacey Kern; Gene Treseler; Jim Nelson; Sue Manuel; Bill Blessman; Christie Webb; Judith Ham; Sandy Leitheiser; Mark VonNida; Donnie Apps; Steve Pohlman; Josh Langfelder; Carol Hallam; Beverly Evans; Steve Sonnemaker ssonnemaker@peoriacounty.org; Tom Bride; Georgia Volm; Jill Waggener; Kerry Hirtzel; Matt Rice; Mike Deluhery; Nancy Horton; Pete Duncan; Scott Erickson; Rita Hagen
Subject: Open Meetings Act

Does everybody know about this? I'm just now hearing about it from our Housing Authority Director. This does affect the County Boards, right?

Freedom of Information Act & Open Meetings Act: Electronic Training

New Training Requirement for 2012

Pursuant to Section 1.05 (b) of OMA, each elected and appointed member of a public body subject to OMA must successfully complete the electronic training between January 1, 2012, and January 1, 2013. Those persons who become members of a public body after January 1, 2012, must complete the electronic training not later than 90 days after the member takes the oath of office or otherwise assume responsibilities as a member of a public body. A member who completes the training and files a copy of the certificate of completion with the public body is not required to subsequently complete this training under subsection (b). The Public Access Counselor in the Attorney General's Office is responsible for developing these training programs.

This is located on the training module at http://foia.ilattorneygeneral.net/electronic_foia_training.aspx ON this page they can go to login and sign up as a OMA Board member. Or go directly to this link: <http://foia.ilattorneygeneral.net/Default.aspx>.

Tina M. Conard
Warren County Clerk/Recorder
100 W. Broadway
Monmouth, IL 61462
309-734-8592 Recorder
309-734-4612 Clerk/Elections
309-734-7406 FAX
warrencountyclerk@yahoo.com
warrencoclerk@frontier.com

"Have a SUNSHINE day!! ☺"

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.1901 / Virus Database: 2109/4712 - Release Date: 12/30/11

Public Act 097-0504

HB1670 Enrolled

LRB097 10495 JDS 50792 b

AN ACT concerning government.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Open Meetings Act is amended by changing Sections 1.05 and 4 as follows:

(5 ILCS 120/1.05)

Sec. 1.05. Training.

(a) Every public body shall designate employees, officers, or members to receive training on compliance with this Act. Each public body shall submit a list of designated employees, officers, or members to the Public Access Counselor. Within 6 months after the effective date of this amendatory Act of the 96th General Assembly, the designated employees, officers, and members must successfully complete an electronic training curriculum, developed and administered by the Public Access Counselor, and thereafter must successfully complete an annual training program. Thereafter, whenever a public body designates an additional employee, officer, or member to receive this training, that person must successfully complete the electronic training curriculum within 30 days after that designation.

(b) Except as otherwise provided in this Section, each elected or appointed member of a public body subject to this

Public Act 097-0504

HB1670 Enrolled

LRB097 10495 JDS 50792 b

Act who is such a member on the effective date of this amendatory Act of the 97th General Assembly must successfully complete the electronic training curriculum developed and administered by the Public Access Counselor. For these members, the training must be completed within one year after the effective date of this amendatory Act.

Except as otherwise provided in this Section, each elected or appointed member of a public body subject to this Act who becomes such a member after the effective date of this amendatory Act of the 97th General Assembly shall successfully complete the electronic training curriculum developed and administered by the Public Access Counselor. For these members, the training must be completed not later than the 90th day after the date the member:

(1) takes the oath of office, if the member is required to take an oath of office to assume the person's duties as a member of the public body; or

(2) otherwise assumes responsibilities as a member of the public body, if the member is not required to take an oath of office to assume the person's duties as a member of the governmental body.

Each member successfully completing the electronic training curriculum shall file a copy of the certificate of completion with the public body.

Completing the required training as a member of the public body satisfies the requirements of this Section with regard to

Public Act 097-0504

HB1670 Enrolled

LRB097 10495 JDS 50792 b

the member's service on a committee or subcommittee of the public body and the member's ex officio service on any other public body.

The failure of one or more members of a public body to complete the training required by this Section does not affect the validity of an action taken by the public body.

An elected or appointed member of a public body subject to this Act who has successfully completed the training required under this subsection (b) and filed a copy of the certificate of completion with the public body is not required to subsequently complete the training required under this subsection (b).

(c) An elected school board member may satisfy the training requirements of this Section by participating in a course of training sponsored or conducted by an organization created under Article 23 of the School Code. The course of training shall include, but not be limited to, instruction in:

(1) the general background of the legal requirements for open meetings;

(2) the applicability of this Act to public bodies;

(3) procedures and requirements regarding quorums, notice, and record-keeping under this Act;

(4) procedures and requirements for holding an open meeting and for holding a closed meeting under this Act;

and

(5) penalties and other consequences for failing to

Public Act 097-0504

HB1670 Enrolled

LRB097 10495 JDS 50792 b

comply with this Act.

If an organization created under Article 23 of the School Code provides a course of training under this subsection (c), it must provide a certificate of course completion to each school board member who successfully completes that course of training.

(Source: P.A. 96-542, eff. 1-1-10.)

(5 ILCS 120/4) (from Ch. 102, par. 44)

Sec. 4. Any person violating any of the provisions of this Act, except subsection (b) or (c) of Section 1.05, shall be guilty of a Class C misdemeanor.

(Source: P. A. 77-2549.)

Local Agency	 Illinois Department of Transportation Economic Development/TARP Agreement	Job Number - Construction
Macoupin County		C-96-212-12
Section		Job Number - Engineering
11-00095-00-PV		P-96-202-12

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Macoupin County Business Park Road Route NA Length 654 feet

Number of TARP Eligible Intersections 1 Lane Miles 0.25

Termini East edge of IL 4 easterly 654 feet to the proposed Poggenpohl Redi-Mix Company in the Macoupin County Business Park
located on the north side of the Macoupin County Highway Office north of Carlinville

Current Jurisdiction Macoupin County

Project Description

Construct a new 24 foot wide concrete public road from IL 4 to 654 feet east to the proposed Poggenpohl Redi-Mix Company in the Macoupin County Business Park.
Construct curb and gutter and install culverts.

Division of Cost

Type of Work	EDP (1)	%	TARP (2)	LA (3)	%	Total
Participating Construction	104,929	(50)	33,250 (LS)	71,679	(BAL)	209,858
Non-Participating Construction		()	()		()	0
Preliminary Engineering	6,333	(50)	()	6,333	(50)	12,666
Construction Engineering	11,791	(50)	()	11,791	(50)	23,582
		()	()		()	0
		()	()		()	0
		()	()		()	0
TOTAL	\$123,053		\$33,250	\$89,803		\$246,106

Note

- 1/ The STATE will reimburse the LA for eligible EDP construction and engineering costs of the project subject to a maximum of \$123053.
- 2/ 80,000 lb Truck Access Road Program -There is available a lump sum amount of \$33,250 to be applied solely to construction costs.
- 3/ Any remaining balance shall be the responsibility of the LA in the event EDP and TARP funds are not sufficient to cover the project costs.

The STATE will pay the LA 95% of its share of the EDP construction costs upon the award of the construction contract and receipt of billing from the LA. The remaining 5% will be paid to the LA upon receipt of the final invoice. Upon award of the project and request of payment from the LA, the STATE will pay the LA its share of the TARP funds. The STATE will reimburse the LA for the STATE's share of the Preliminary and Construction Engineering on the basis of periodic billings provided said billings contain sufficient cost information and includes orders of payment by the LA. The final invoice will reflect the incurred cost of the improvement, less previous payments, no later than one year from the date of completion of the improvement. If a final invoice is not received within one year of the completion of the improvement the most recent invoice will be considered the final invoice and the obligation of funds will be closed.

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. 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.
3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE as hereinafter specified.
7. This Agreement and the covenants contained herein shall be null and void in the event the initial contract covering the construction work contemplated herein is not awarded by January 1, 2015.
8. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
9. The LA agrees to pass an ordinance/resolution clearly defining the limits of the proposed 80,000 pound truck route and identifying the truck route class. A copy of said ordinance/resolution is attached as Exhibit D. Such truck route shall be properly signed in accordance with the Illinois Manual on Uniform Traffic Control Devices. Cost of truck route signing is included in estimated cost of the PROJECT.
10. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
11. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
12. The LA has entered into an economic development agreement with Poggenpohl Redi-Mix(Poggenpohl, LLC) herein referred to as the "COMPANY". As required by Public Act 93-552, the COMPANY agrees to annually submit to the STATE for a period of five complete calendar years from the execution of this Agreement, a progress report of employment. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The initial Employee Reporting Form should be attached as "Exhibit B". The agreement between the LA and the COMPANY delineating the reporting requirements is attached as "Exhibit C"
13. It is mutually agreed that in the event of a default by the COMPANY on their commitment to create and/or retain jobs, the STATE will seek reimbursement of the Economic Development funds provided for this PROJECT from the LA. This determination to seek reimbursement will be based on an evaluation of the information reported in the annual progress report of employment required in item 12 of this Agreement. Failure to submit the required employment report will be considered default on the COMPANY's commitment.
14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency Macoupin County	Section 11-00095-00-PV
---------------------------------	---------------------------

EXHIBITS

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

Exhibit A - Location Map

Exhibit B - Employee Reporting Form

Exhibit C - Local Agency/Company Agreement

Exhibit D - 80,000 lb Truck Access Resolution

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

APPROVED

Local Agency

Name of Official (Print or Type Name)

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

(Signature)

Date

The above signature certifies the agency's TIN number is _____
conducting business as a Governmental Entity.

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration

Date

Local Agency
Macoupin County

Section
11-00095-00-PV



Illinois Department of Transportation **Local Agency Agreement for Federal Participation**

Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
Macoupin County	XX			
Section	Fund Type	ITEP Number		
06-00088-00-BR	HBP	NA		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-217-09	BRS-0733(110)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The **STATE** and **LA** jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans 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 South Standard City Road / CH 20 Route FAS 733 Length 830' (0.157mi)

Termini Over Macoupin Creek 3 miles south of Standard City

Current Jurisdiction Macoupin County Existing Structure No 059-3007

Project Description

Bridge Replacement. New structure 059-3307 will be a 3-span concrete deck bridge on welded steel plate girders having a back to back abutment length of 290' and a clear deck width of 36'. New bridge approaches and guardrail. Miscellaneous roadway work.

Division of Cost

Type of Work	BRP	%	STATE	%	LA	%	Total
Participating Construction	1,440,000	(80)		()	360,000	(20)	1,800,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	144,000	(80)		()	36,000	(20)	180,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 1,584,000		\$		\$ 396,000		\$ 1,980,000

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

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

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the **LA** is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the **LA's** total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of **LA** Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---**LA's** Share \$360,000 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 LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (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 **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (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 **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the 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. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

Name of Official (Print or Type Name)

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

(Signature)

Date

The above signature certifies the agency's TIN number is _____
conducting business as a Governmental Entity.

DUNS Number _____

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

RULES OF ORDER

Macoupin County Board

(Revised February 2011)

1. The Macoupin County Board Members shall convene at 1:00pm on the second Tuesday in each month. The main order of business shall be as follows:
 - a. Roll Call
 - b. Approval of Minutes
 - c. Committee Reports
 - d. Reports of Special Committees
 - e. Guests
 - f. Appointments
 - g. Petitions
 - h. Executive Session
 - i. Resolutions
 - j. Ordinances
 - k. Unfinished Business
 - l. New Business
 - m. Consent Agenda
 - i. Mileage and Per Diem
 - ii. Claims & Officers Reports
 - iii. Communications
 - n. Matters of Recognition
 - o. Adjournment
2. All questions relating to priority of business shall be decided by the Chairman without debate.
3. Every member previous to speaking shall arise from his seat and address the chair and shall confine his remarks to the question in debate.
4. Every member present shall vote on the question before the Board unless excused by the Chairman or unless he is directly interested.
5. Roll call of "aye" and "nay" votes shall be recorded upon the request of three members.
6. Report of county officers required by statute must be signed by proper officers and by the proper committee. All resolutions, petitions and committee reports must be in writing and must bear the proper committee signatures

before action thereon is taken by the Board.

7. Any member in doubt as to the result of the voice vote of a motion may call for a new vote.
8. All committees shall be appointed by the chair unless otherwise ordered by the Board.
9. Committee meetings shall be at the call of the Chairman of the Board only unless otherwise ordered by the Board.
 - 9a. Meetings of the Planning and Subdivision Committee shall take place on the last Wednesday of the month and shall be at the call of the Chairman of the Board.
 - 9b. Meetings of the Road and Bridge Committee shall take place on the first Tuesday of the month and shall be at the call of the Chairman of the Board.
 - 9c. Meetings of the Executive Committee shall take place on a monthly basis as directed by the Chairman of the Board. The Executive Committee shall prepare and organize the monthly agenda of the Board in conjunction with the County Clerk. The Committee shall also review and approve time sheets submitted to the Board office of all non-union county employees.

meeting as determined by State Statute.

13. All bills against the county except for mileage and per diem of the Board shall be presented and signed in the office of the County Clerk on or before the Thursday preceding the meeting upon which action is to be taken.
14. The following action of the Board shall be taken by "ayes" and "nays" and entered on the records of the meeting: a) applications for financial assistance b) jobs c) changing of salaries d) propositions to appropriate or expend money from the County Treasury d) granting a standing committee the power to act and e) all matters involving collective bargaining.
15. The rules may be suspended for any particular action by a two-thirds (2/3) vote of the members present.
16. No alteration may be made in any of the rules of this Board without the consent of two-thirds (2/3) of the members present nor without a five day notice being given in writing to all members.
17. In the event of the absence of the regular Chairman and Vice Chairman, the Board shall elect a temporary Chairman to have full powers of the Chairman until relieved of the duties by him.
18. All expenditures made from any fund in the County Treasury involving a sum of at least \$20,000 shall first require approval of a standing committee and approval of the Board and shall abide by all State procurement laws.
19. The rules contained in "Roberts' Rules of Order" shall govern the Board in all cases to which they are applicable; otherwise, the special rules of order by the Board will be followed.

10. The Chairman may at his option have his name called on any roll.
11. The Clerk shall call the names of the members in alphabetical order when calling the roll or polling the vote.
12. The Chairman and Vice Chairman of the Board shall be elected every two years at the Board's organizational