

**AGENDA**  
**MACON COUNTY BOARD FINANCE COMMITTEE**  
**June 29, 2020 @ 5:15 P.M.**

**Macon County Office Building**  
**141 SOUTH MAIN, ROOM 514**  
**Decatur, IL 62523**

**Please note that this agenda was prepared and posted/distributed prior to the Governor's anticipated emergency declaration of June 28, 2020 and accompanying Executive Orders implementing Phase 4 of the Restore Illinois Plan. It relies on the anticipated requirements as detailed in the Restore Illinois Plan. In the event that the Governor's Executive Orders modify those requirements, the Executive Orders will control over the plan set forth in this agenda. Some citations contained herein may be outdated by the time the meeting occurs.**

**Due to the COVID-19 pandemic and the Governor's May 29, 2020, Disaster Declaration, the Governor's Executive Orders (including, but not limited to EO 2020-10 (as extended by EO 2020-39) and EO 2020-38), and section 7 of the Open Meetings Act (as amended by P.A. 101-640), this public meeting will permit but not require attendance by members of the Finance Committee by telepresence. Additionally, members of the public are allowed to physically attend, subject to the limitation that no more than 50 people may be allowed to be physically present. In the event that more than 50 people physically attend, preference will be given in the following order: to committee members, then County staff, then to members of the press, then to members of the general public.**

**Pursuant to section 7(e)(2) of the Open Meetings Act, the Chair of the County Board has determined that an in-person meeting is not practical or prudent because of the declared disaster. Therefore, Finance Committee members that wish to attend telephonically may do so.**

**NOTICE TO THOSE ATTENDING IN PERSON**

**If you plan to physically attend the meeting:**

- 1. Bring a mask/face covering.**
- 2. If you do not have a mask/face covering or refuse to properly wear one, you may be refused entry.**

**Public comment will be permitted as described below.**

**Pursuant to section 7(e)(4) of the Open Meetings Act, the meeting will also be live streamed via the PodBean application. Anyone may access the live stream at <https://maconcountyboard.podbean.com>. Alternatively, anyone may download the free PodBean app from the Apple App Store or Android Google Play store. If you follow the Macon County Board in the application, you will receive a notification when the meeting goes live.**

**A verbatim record of the meeting will be made available on the Macon County website, [co.macon.il.us](http://co.macon.il.us), on the PodBean website and application immediately after the meeting's conclusion.**

**I. Call to Order**

**II. Roll Call**

**Reminder to all committee members – Pursuant to section 7(e)(6), as recently amended by PA 101-640, all votes conducted during this meeting must be conducted as a roll call vote.**

**III. Approval of Minutes of Prior Meeting - 6/10/2020**

**IV. Claims**

**V. Reports**

**A. Audit Sub-Committee**

**1. Report from May, Cocagne & King**

**B. Auditor**

**C. Board of Review**

**D. Supervisor of Assessments**

**E. GIS**

**F. Treasurer**

**VI. Citizen Remarks - Public Comment**

**(Limited to a total of 20 minutes, 5 minutes maximum per person)**

Pursuant to Executive Order 2020-10, as extended by Executive Order 2020-39, and the Attorney General's Public Access Bureau Opinion 2020 PAC 62329, an opportunity for public comment will be provided to all those persons who are physically present and wish to do so, subject to the time restrictions set forth above. Additionally, public comment will be accepted via email submissions. Such submissions must be received by the County Board at the email address [jdurham@co.macon.il.us](mailto:jdurham@co.macon.il.us) no later than 2 hours before the scheduled start time of the meeting. Comments received will be read into the record at the meeting.

**VII. Old Business**

**VIII. New Business**

**A. Workforce Investments**

**1. *Macon County Board Resolution Approving a Budget Amendment for Workforce Investment Solutions FY20 Budget – Layoff Aversion Project***

**B. Transportation**

**1. *Macon County Board Resolution Appropriating Funds for the 2020 Drainage Improvement Project***

**2. *Macon County Board Resolution Appropriating Funds for the Turpin Road CIR Project***

3. *Macon County Board Resolution Appropriating Funds for the 2020 Cape Seal Project*
4. *Macon County Board Resolution Appropriating Funds for a Bridge Replacement on Bearsdale Road in Maroa Township*
5. *Macon County Board Resolution Appropriating Funds for the CH 24 Reas Bridge Resurfacing Project*
6. *Macon County Board Resolution Appropriating Funds for the CH 27 Damery Road Bridge Replacement Project*

**C. Public Defender**

1. *Macon County Board Resolution Amending the Public Defender's FY2020 Budget for the Payment of an Expert Witness Including an Examination and Report*
2. *Macon County Board Resolution Amending the Public Defender's FY2020 Budget for the Payment of an Expert for Forensic Computer Examination and Report*

**D. County Board**

1. *Macon County Board Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement Between the County and the Town of Normal, McLean County, Illinois ("Normal"), and Authorizing Normal to Exercise the Powers of the County of Macon in Connection with an MCC Program and a Loan Finance Program*

**E. FY2021 Budget Process Discussion**

**IX. Closed Session**

**X. Next Regular Meeting – 8/3/2020**

**XI. Adjournment**

**MACON COUNTY BOARD RESOLUTION  
APPROVING A BUDGET AMENDMENT FOR  
WORKFORCE INVESTMENT SOLUTIONS  
FY'20 BUDGET – Layoff Aversion Project**

**RESOLUTION NO. G-**

**WHEREAS**, the Operations & Personnel Committee met on June 22, 2020 and the Finance Committee met on June 29, 2020 and both were presented with a request to amend the Workforce Investment Solutions budget for FY'20; and

**WHEREAS**, Workforce Investment Solutions has been awarded a grant from the Department of Commerce and Economic Opportunity under the 1E Emergency Assistance Grant Program for the Layoff Aversion Project in the amount of \$32,524.28 for the period of June 1, 2020 – June 30, 2021; and

**WHEREAS**, this grant is included in Workforce Investment Solutions Department 075 and assigned Grant ID 982 and Project ID 98218; and

**WHEREAS**, an emergency exists whereby if the budget is not amended, valuable grant funds will be lost.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves amending the Workforce Investment Solutions FY20 Budget as follows:

Increased Revenue:	075-982-4500-000-982-98218	\$ 32,524.28
Increased Expenses:	075-982-7191-000-98218	\$ 32,524.28 (Layoff Aversion Expenses)

**BE IT FURTHER RESOLVED** by the Macon County Board that this resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, APPROVED** this 9th day of July, 2020.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin Greenfield, Chairman  
Macon County Board

INTER-GOVERNMENTAL AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
County of Macon

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and County of Macon (Grantee), with its principal office at 757 W Pershing Road, Decatur, IL 62526-1634, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 078459896 is Grantee's correct DUNS number, that 376001309 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
Sole Proprietorship
Partnership
Corporation (includes Not For Profit)
Medical Corporation
X Governmental Unit
Estate or Trust
Pharmacy-Non Corporate
Pharmacy/Funeral Home/Cemetery Corp.
Tax Exempt
Limited Liability Company (select applicable tax classification)
P = partnership
C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed \$32,524.28 of which \$32,524.28 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is AA-32193-18-55-A-17, the federal awarding agency is Department Of Labor, and the Federal Award date is

**07/01/2018.** If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **WIOA Dislocated Worker Formula Grants** and Number is **17.278**. The Catalog of State Financial Assistance (CSFA) Number is 420.30.0081. The State Award Identification Number is 81.20322.

1.4. Term. This Agreement shall be effective on **06/01/2020** and shall expire on **06/30/2021**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

**COUNTY OF MACON**

By: \_\_\_\_\_  
Signature of Erin B. Guthrie, Director

By: \_\_\_\_\_  
Signature of Authorized Representative

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Kevin Greenfield

Printed Name: \_\_\_\_\_

Printed Title: Macon County Board Chairperson

Printed Title: \_\_\_\_\_

Email: chairman@co.macon.il.us

Designee

By: \_\_\_\_\_  
Signature of First Other Approver, if Applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Other Approver

By: \_\_\_\_\_  
Signature of Second Other Approver, if Applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Second Other Approver

\_\_\_\_\_

**Macon County Board Resolution Approving and Appropriating Funds for the 2020 Drainage Improvement Project**

**RESOLUTION NO. H-2220-7-20**

**WHEREAS**, the funds need to be approved and appropriated for Kinney Contractors, Inc. for the 2020 Drainage Improvement Project, Section 20-00302-00-DR.

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board as follows:

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed One Hundred Fifty-Five Thousand Dollars and No Cents (\$155,000.00) from County Bridge Line Item # 034-000-7730 (FY 20) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2020, and will be paid 100% by Macon County with no additional reimbursements.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon the adoption thereof.

**PRESENTED, PASSED, AND APPROVED** this 9th day of July 2020.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board



*Amend  
Bulet  
5-19*

 Illinois Department of Transportation		Macon County Tabulation of Bids		Approved Engineer's Estimate		Kinney Contractors, Inc 19342 E Frontage Rd Raymond, IL 62560	
DATE: May 14, 2020 TIME: 10:00 AM SECTION: 20-00302-00-DR ESTIMATE:		Attended by:		\$134,161.50		\$154,957.50	
ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
20100110	75.40	UNITS	\$60.00	\$4,524.00	\$45.00	\$3,393.00	
20100210	48.80	UNITS	\$75.00	\$3,660.00	\$55.00	\$2,684.00	
20200100	306.00	CU YD	\$100.00	\$30,600.00	\$65.00	\$19,890.00	
20400800	127.00	CU YD	\$80.00	\$10,160.00	\$55.00	\$6,985.00	
25001000	0.20	ACRE	\$10,000.00	\$2,000.00	\$15,800.00	\$3,160.00	
28100107	85.00	SQ YD	\$100.00	\$8,500.00	\$64.00	\$5,440.00	
28200200	85.00	SQ YD	\$3.00	\$255.00	\$8.00	\$680.00	
28100807	50.00	TONS	\$75.00	\$3,750.00	\$71.00	\$3,550.00	
542D1075	32.00	FOOT	\$90.00	\$2,880.00	\$94.00	\$3,008.00	
54390210	51.00	FOOT	\$400.00	\$20,400.00	\$600.00	\$30,600.00	
54390230	65.00	FOOT	\$430.00	\$27,950.00	\$610.00	\$39,650.00	
60224075	1.00	EACH	\$2,500.00	\$2,500.00	\$6,200.00	\$6,200.00	
63000001	12.50	FOOT	\$30.00	\$375.00	\$33.00	\$412.50	
63000003	87.50	FOOT	\$35.00	\$3,062.50	\$44.00	\$3,850.00	
63100045	1.00	EACH	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	
63100167	1.00	EACH	\$3,500.00	\$3,500.00	\$3,900.00	\$3,900.00	
72501000	1.00	EACH	\$45.00	\$45.00	\$55.00	\$55.00	
X7010216	1.00	L SUM	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00	
X9701103	1.00	EACH	\$3,500.00	\$3,500.00	\$9,000.00	\$9,000.00	
Total Bid			As Read	\$134,161.50		\$154,957.50	
			As Corrected				

**Macon County Board Resolution Approving and Appropriating Funds for the Turpin Road CIR Project**

**RESOLUTION NO. H-2221-7-20**

**WHEREAS**, the funds need to be approved and appropriated for Dunn Company for the Turpin Road CIR Project, Section 20-00296-00-PV.

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board as follows:

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Seven Hundred Seven Thousand Three Hundred Nine Dollars and Seventy Cents (\$707,309.70) from MFT Rebuild Illinois Line Item # 032-000-7790-000 (FY 20) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2020, and will be paid 100% by Macon County with no additional reimbursements.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon the adoption thereof.

**PRESENTED, PASSED, AND APPROVED** this 9th day of July 2020.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board

17 - 0001-1-00 ATTACHMENT

 <b>Illinois Department of Transportation</b>		<b>Macon County</b> <b>Tabulation of Bids</b>		<b>Approved</b> <b>Engineer's Estimate</b>		<b>Dunn Company</b> 724 North Mercer Decatur, IL 62522-1699		<b>UCM</b> 3151 Robbins Rd. Springfield, IL 62791	
DATE: June 22, 2020 TIME: 10:00 AM SECTION: 20-00296-00-PV ESTIMATE: \$678,856.07				\$678,856.07		\$707,309.70		\$741,701.37	
ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
40200800	AGG SURF CSE TY B	TON	\$40.00	\$180.00	\$78.40	\$940.80	\$158.52	\$1,902.24	
40600290	BIT MATLS TACK COAT	POUND	\$1.50	\$13,777.50	\$0.45	\$4,137.25	\$1.41	\$12,950.85	
40602985	HMA BINDER COURSE IL-9.5 N50	TON	\$102.00	\$181,050.00	\$97.20	\$172,530.00	\$108.88	\$193,262.00	
40600982	HMA SURF REM BUTT JT	SQ YD	\$35.00	\$14,625.00	\$14.10	\$8,248.50	\$18.15	\$10,617.75	
40604052	HMA SURF CSE IL-9.5 C N50	TON	\$100.00	\$239,500.00	\$102.25	\$244,888.75	\$102.35	\$245,128.25	
40800025	BIT MATLS CT	POUND	\$1.75	\$656.25	\$1.80	\$675.00	\$0.81	\$303.75	
40800050	INCIDENTAL HMA SURF	TON	\$175.00	\$27,125.00	\$155.65	\$24,125.75	\$233.28	\$36,158.40	
48102100	AGG WEDGE SHLDR TY B	TON	\$30.00	\$28,800.00	\$38.00	\$36,480.00	\$35.62	\$34,195.20	
60255500	MANHOLES TO BE ADJUSTED	EACH	\$500.00	\$500.00	\$2,450.00	\$2,950.00	\$2,549.25	\$2,549.25	
60266600	VALVE BOXES TO BE ADJUSTED	EACH	\$500.00	\$500.00	\$2,500.00	\$3,500.00	\$1,067.02	\$1,067.02	
70300100	SHORT-TERM PAVEMENT MARKING	FOOT	\$1.50	\$3,735.00	\$0.75	\$1,867.50	\$1.21	\$3,012.90	
70300150	SHORT-TERM PVT MARKING REMOVAL	SQ FT	\$4.50	\$1,260.00	\$2.60	\$728.00	\$2.78	\$778.40	
78000100	THERMOPLASTIC PVT MK LTR & SYM	SQ FT	\$11.00	\$1,346.40	\$50.00	\$6,120.00	\$47.25	\$5,783.40	
78000650	THERMOPLASTIC PVT MK LINE 24"	FOOT	\$8.00	\$824.00	\$43.00	\$4,429.00	\$40.95	\$4,217.85	
78001110	PAINT PAVT MK LINE 4"	FOOT	\$0.12	\$2,628.72	\$0.30	\$6,571.80	\$0.28	\$6,133.68	
78300200	RAISED REFL PVT MARKER REMOVAL	EACH	\$15.00	\$390.00	\$38.85	\$750.10	\$12.49	\$324.74	
LR40005	CIR-FDR EMULSIFIED ASPHALT	GALLON	\$2.35	\$51,587.30	\$2.25	\$49,395.00	\$2.36	\$51,806.72	
LR400750	COLD IN-PLACE RECYCLING 5"	SQ YD	\$4.80	\$65,856.00	\$5.30	\$72,716.00	\$5.57	\$76,420.40	
X7010216	TRAF CONT & PROT SPECIAL	L SUM	\$6,000.00	\$6,000.00	\$19,905.00	\$19,905.00	\$11,229.24	\$11,229.24	
Z0004542	HMA SURFACE REMOVAL SPECIAL	SQ YD	\$25.00	\$6,275.00	\$55.75	\$55,961.25	\$38.24	\$9,598.24	
Z0033700	LONGITUDINAL JOINT SEALANT	FOOT	\$3.00	\$25,440.00	\$3.15	\$26,712.00	\$3.24	\$27,475.20	
Z0048665	RR PROT LIABILITY INSURANCE	L SUM	\$5,000.00	\$5,000.00	\$7,920.00	\$7,920.00	\$4,863.73	\$4,863.73	
Z0070100	SURVEY MONUMENT COVER ASSEMBLY	EACH	\$500.00	\$1,500.00	\$2,255.00	\$6,765.00	\$640.72	\$1,922.16	
Total Bid			As Rnd	\$678,856.07		\$707,309.70		\$741,701.37	
			As Corrected						

**Macon County Board Resolution Approving and Appropriating Funds for the 2020 Cape Seal Project**

**RESOLUTION NO. H-2222-7-20**

**WHEREAS**, the funds need to be approved and appropriated for Microsurfacing Contractors, LLC for the 2020 Cape Seal Project, Section 20-00297-00-PV.

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board as follows:

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Two Hundred Nine Thousand Thirty-One Dollars and Fifty-One Cents (\$209,031.51) from MFT Line Item # 032-000-9020 (FY 20) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2020, and will be paid 100% by Macon County with no additional reimbursements.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon the adoption thereof.

**PRESENTED, PASSED, AND APPROVED** this 9th day of July 2020.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board

 Illinois Department of Transportation Macon County Tabulation of Bids		Approved Engineer's Estimate \$229,950.80		Asphalt Stone Company PO Box 1088 Jacksonville, IL 62651 \$322,581.84		Microsurfacing Contractors 127 Fauber Lane East Peoria, IL 61611 \$209,031.51		AC Pavement Stripping Co. 695 Church Rd. Elgin, IL 60123 \$213,431.78			
ITEMS	UNIT QUANTITY	TOTAL		TOTAL		TOTAL		TOTAL			
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
40500061	CAPE SEAL, TYPE II	SQ YD	35,235.00	\$6.00	\$211,410.00	\$8.08	\$284,698.80	\$4.95	\$173,708.55	\$5.50	\$193,792.50
78000100	THPL PVT MK LT & SYM	SQ FT	184.80	\$5.00	\$924.00	\$25.00	\$4,620.00	\$25.00	\$4,620.00	\$28.00	\$5,174.40
78000400	THPL PVT MK LINE 6"	FOOT	164.00	\$2.00	\$328.00	\$13.44	\$2,204.16	\$13.44	\$2,204.16	\$5.00	\$820.00
78000650	THPL PVT MK LINE 24"	FOOT	95.00	\$4.00	\$380.00	\$22.00	\$2,090.00	\$22.00	\$2,090.00	\$14.00	\$1,330.00
78001110	PAINT PVT MK LINE 4"	FOOT	29,696.00	\$0.30	\$8,908.80	\$0.30	\$8,908.80	\$0.30	\$8,908.80	\$0.28	\$8,314.88
70100460	TRAF CONT & PROT 701306	L SUM	1.00	\$3,000.00	\$3,000.00	\$16,790.08	\$16,790.08	\$13,000.00	\$13,000.00	\$1,000.00	\$1,000.00
Z0064265	RR PROT LIABILITY INS	L SUM	1.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
			Total Bid	As Read	\$229,950.80		\$322,581.84		\$209,031.51		\$213,431.78
				As Corrected			322,311.84				

**Macon County Board Resolution Approving and  
Appropriating Funds a Bridge Replacement Project  
on Bearsdale Road in Maroa Township**

**RESOLUTION NO. H-2223-7-20**

**WHEREAS**, the funds need to be approved and appropriated for a Bridge Replacement Project on Bearsdale Road in Maroa Township, Section 16-09114-00-BR.

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board as follows:

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Seventy Thousand Dollars and No Cents (\$70,000.00) from County Bridge Line Item # 034-000-7735 (FY 20) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Maroa Township, are anticipated to be completely disbursed by November 30, 2020, and will be paid 100% by Macon County with 50% reimbursements from Maroa Township.

**PRESENTED, PASSED, AND APPROVED** this 9th day of July 2020.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board



Local Public Agency

County

Section Number

Maroa Township

Macon

16-09114-00-BR

Route(s)/Street-Road Name

Project Length

TR 90 (Bearsdale Road)

505.00 ft (0.096 mi)

Project Termini

Beginning at Sta. 97+55.00 (South) and ending at Sta. 102+60.00 (North).

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	101	\$20.00	\$2,020.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	48	\$25.00	\$1,200.00
20200100	EARTH EXCAVATION	CU YD	227	\$20.00	\$4,540.00
20300100	CHANNEL EXCAVATION	CU YD	320	\$25.00	\$8,000.00
20400800	FURNISHED EXCAVATION	CU YD	428	\$25.00	\$10,700.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	31	\$10.00	\$310.00
28000305	TEMPORARY DITCH CHECKS	FOOT	70	\$15.00	\$1,050.00
28000500	INLET AND PIPE PROTECTION	EACH	3	\$200.00	\$600.00
28100107	STONE RIPRAP, CLASS A4	SQ YD	427	\$65.00	\$27,755.00
28200200	FILTER FABRIC	SQ YD	427	\$2.50	\$1,067.50
35101400	AGGREGATE BASE COURSE, TYPE B	TON	409	\$37.50	\$15,337.50
40300200	BITUMINOUS MATERIALS (PRIME COAT)	TON	1	\$900.00	\$900.00
40300400	BITUMINOUS MATERIALS (C&S COATS)	TON	1.9	\$600.00	\$1,140.00
40300500	COVER COAT AGGREGATE	TON	19	\$60.00	\$1,140.00
40300600	SEAL COAT AGGREGATE	TON	10	\$60.00	\$600.00
44000100	PAVEMENT REMOVAL	SQ YD	640	\$16.50	\$10,560.00
48101200	AGGREGATE SHOULDERS, TYPE B	TON	148	\$30.00	\$4,440.00
50100100	REMOVAL OF EXISTING STRUCTURES	EACH	1	\$40,000.00	\$40,000.00
50105220	PIPE CULVERT REMOVAL	FOOT	46	\$15.00	\$690.00
50200100	STRUCTURE EXCAVATION	CU YD	62	\$30.00	\$1,860.00
50300225	CONCRETE STRUCTURES	CU YD	27.8	\$800.00	\$22,240.00
50400405	PPC DECK BEAMS (21" DEPTH)	SQ FT	1484	\$67.50	\$100,170.00
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	3840	\$2.00	\$7,680.00
50900205	STEEL RAILING, TYPE S1	FOOT	106	\$125.00	\$13,250.00
51200957	FURNISHING METAL SHELL PILES 12" X 0.250"	FOOT	352	\$65.00	\$22,880.00
51202305	DRIVING PILES	FOOT	352	\$1.00	\$352.00
51203200	TEST PILE METAL SHELLS	EACH	2	\$5,000.00	\$10,000.00
51500100	NAME PLATES	EACH	1	\$500.00	\$500.00
542D0220	PIPE CULVERTS, CLASS D, TYPE 1 15"	FOOT	120	\$55.00	\$6,600.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	45.8	\$175.00	\$8,015.00
72501000	TERMINAL MARKER - DIRECT APPLIED	EACH	4	\$30.00	\$120.00

Local Public Agency

County

Section Number

Maroa Township

Macon

16-09114-00-BR

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost
X2501000	SEEDING, CLASS 2 (SPECIAL)	ACRE	0.5	\$10,000.00	\$5,000.00
X7011800	TRAFFIC CONTROL AND PROT, STAND BLR 21	L SUM	1	\$5,000.00	\$5,000.00
Add	Total Overall Estimated Cost:				\$335,717.00

Prepared By

Date

B. Johnson

11/15/19

Verified By

Date

Use \$350K  
 X.2  
 -----  
 \$70,000  
 -----



**Macon County Board Resolution Approving and Appropriating Funds for the CH 24 Reas Bridge Resurfacing Project**

**RESOLUTION NO. H-2224-7-20**

**WHEREAS**, the funds need to be approved and appropriated for the CH 24 Reas Bridge Resurfacing Project, Section 20-00300-00-RS.

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board as follows:

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed One Hundred Fifty-Five Thousand Dollars and No Cents (\$650,000.00) from MFT Rebuild Illinois Line Item # 032-000-7790-000 (FY 20) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2020, and will be paid 100% by Macon County with no additional reimbursements.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon the adoption thereof.

**PRESENTED, PASSED, AND APPROVED** this 9th day of July 2020.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board



Contract Estimate of Cost



Local Public Agency Macon County Highway Department	County Macon	Section Number 20-00300-00-RS
--------------------------------------------------------	-----------------	----------------------------------

Route(s)/Street-Road Name CH-24, Rea's Bridge Road	Project Length 7588 feet, 1.4 miles
-------------------------------------------------------	----------------------------------------

Project Termini  
From just east of CH-1, Brush College Road to just east of Rea's Bridge Court

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost
40200800	AGGREGATE SURF COURSE TYPE B	TON	15	\$90.00	\$1,350.00
40600290	BIT MATLS TACK COAT	POUND	15,337	\$1.50	\$23,005.50
40600625	HMA LEVEL BINDER MM N50	TON	1,890	\$105.00	\$198,450.00
40600982	HMA SURFACE REMOVAL BUTT JOINT	SQ YD	411	\$25.00	\$10,275.00
40603310	HMA SURFACE COURSE "C" N50	TON	2,545	\$100.00	\$254,500.00
40800025	BIT MATLS PRIME COAT	POUND	1,039	\$3.00	\$3,117.00
40800050	INCIDENTAL HMA SURFACE	TON	323	\$175.00	\$56,525.00
48102100	AGGREGATE WEDGE SHOULDER TYPE B	TON	752	\$35.00	\$26,320.00
60266600	VALVE BOXES TO BE ADJUSTED	EACH	4	\$300.00	\$1,200.00
70300100	SHORT-TERM PAVEMENT MARKINGS	FOOT	1,520	\$1.50	\$2,280.00
70300150	SHORT-TERM PAVEMENT MARKING REMOVAL	SQ FT	250	\$5.00	\$1,250.00
78000100	THERMOPLASTIC PVT MK LET & SYM	SQ FT	93.6	\$10.50	\$982.80
78000200	THERMOPLASTIC PVT MK LINE 4"	FOOT	2,948	\$2.50	\$7,370.00
78000600	THERMOPLASTIC PVT MK LINE 12"	FOOT	270	\$7.00	\$1,890.00
78000650	THERMOPLASTIC PVT MK LINE 24"	FOOT	32	\$8.00	\$256.00
78001110	PAINT PVT MK LINE 4"	FOOT	21,433	\$0.13	\$2,786.29
78300200	RAISED REFLECTIVE PVT MARKER REMOVAL	EACH	73	\$15.00	\$1,095.00
X7010216	TRAFFIC CONTROL & PROT SPECIAL	LSUM	1	\$12,000.00	\$12,000.00
Z0004542	HMA SURFACE REMOVAL SPECIAL	SQ YD	558	\$27.00	\$15,066.00
Z0033700	LONGITUDINAL JOINT SEALANT	FOOT	8,950	\$3.00	\$26,850.00
Z0070100	SURVEY MONUMENT COVER ASSEMBLY	EACH	1	\$500.00	\$500.00
Add	Total Overall Estimated Cost:				\$647,068.59

Prepared By JOE MORETTI	Date 01/29/20
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Verified By	Date

**Macon County Board Resolution Approving and  
Appropriating Funds for Construction for the  
CH 27 Damery Road Bridge Replacement Project**

**RESOLUTION NO. H-2225-7-20**

**WHEREAS**, the funds need to be approved and appropriated for construction for the CH 27 Damery Road Bridge Replacement Project, Section 15-00274-00-BR.

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board as follows:

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00) from MFT Rebuild Illinois Line Item # 032-000-7790-000 (FY 20) to cover expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2020, and will be paid 100% by Macon County with no additional reimbursements.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon the adoption thereof.

**PRESENTED, PASSED, AND APPROVED** this 9th day of July 2020.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	
Macon County		Macon	15-00274-00-BR	
Fund Type	ITEP, SRTS, HSIP Number(s)		MPO Name	MPO TIP Number
STP-Br	N/A		N/A	N/A
<input checked="" type="checkbox"/> Construction on State Letting <input type="checkbox"/> Construction Local Letting <input type="checkbox"/> Day Labor <input type="checkbox"/> Local Administered Engineering <input type="checkbox"/> Right-of-Way				
Construction		Engineering		Right of Way
Job Number	Project Number	Job Number	Project Number	Job Number   Project Number
C-97-095-18	BB88(511)			

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 consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Damery Rd/CH 27	FAS 0551	0.01	From	To
			6.83	6.84
Location Termini				
3.1 MI NE Blue Mound at Spring Creek				
Current Jurisdiction		Existing Structure Number(s)		Add Location
Macon County		058-3204		Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Damery Rd/CH 27	FAS 0551	0.01	From	To
			6.74	6.75
Location Termini				
3.1 MI NE Blue Mound at Unnamed Stream				
Current Jurisdiction		Existing Structure Number(s)		Add Location
Macon County		058-3203		Remove

PROJECT DESCRIPTION

Remove and replace the existing bridge(058-3204) carrying CH 27 over Spring Creek with a single span PPC deck beam bridge. Remove the existing overflow structure (058-3203) east of the subject structure and fill in.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_ )

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay 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) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

**METHOD B -** \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

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. The LPA 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 - LPA's Share \$125,000.00** \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

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 adjust 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 the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller's Offset System (16 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### **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, 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 Public 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, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
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 STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, 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 presumption in favor of the STATE for 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. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or 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 FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following FHWA authorization using right-of-way acquired this agreement, the LPA will repay the STATE any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the STATE. 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.
14. Certifies to the best of its knowledge and belief that 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.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (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.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. 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 in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
23. (Final Invoice) 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 work or from the date of the previous invoice, whichever 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. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) 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 (12) 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.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date 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. LPA's 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 Internal Audit, Room 201, 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.
27. That the LPA is required to register with the System for Award Management or SAM, 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/SAM/>
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any

approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

**THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for 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 pay estimates in accordance with the division of cost page.
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 federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for 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, obligation 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 the act exempt its application.

**ADDENDA**

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

	1.	Location Map
	2.	Division of Cost
-	3.	LPA Appropriation Resolution
Add Row		

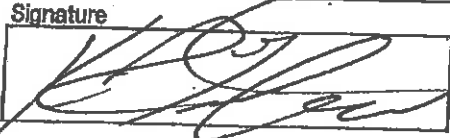
The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)  
**Kevin R. Greenfield**

Title of Official  
**County Board Chairperson**

Signature Date  
 **5-14-20**

The above signature certifies the agency's Tin number is **376001309** conducting business as a Governmental Entity.

Duns Number **078459896**

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E., Acting Secretary Date  

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By: **Director of Planning & Programming** Date  

--	--

**Director of Planning & Programming** Date  

--	--

**Phillip C. Kaufmann, Chief Counsel** Date  

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**Joanne Woodworth, Acting Chief Fiscal Officer** Date  

--	--

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



ADDENDA NUMBER 2

Local Public Agency: **Macon County** | County: **Macon** | Section Number: **15-00274-00-BR**

Construction Job Number: **C-97-095-18** | Project Number: **BB88(511)** | Engineering Job Number: \_\_\_\_\_ | Right of Way Job Number: \_\_\_\_\_ | Project Number: \_\_\_\_\_

DIVISION OF COST

Type of Work	Federal Funds		State Funds		Local Public Agency		Totals
	Fund Type	Amount	Fund Type	Amount	Fund Type	Amount	
- Participating Construction	STP-Br	\$464,000.00			Local	\$116,000.00	20% \$580,000.00
- Participating Construction	STR	\$36,000.00			Local	\$9,000.00	20% \$45,000.00
-							
-							
-							
-							
-							
-							
-							
-							
Add	Total	\$500,000.00	Total		Total	\$125,000.00	\$625,000.00

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below.

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.

Instructions for BLR 05310 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA Insert the name of the LPA

County Insert the name of the county in which the LPA is located.

Section Number Insert the section number applied to this project.

Fund Type Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)

ITEP, SRTS, HSIP Number Insert the ITEP, SRTS, HSIP number assigned to this project.

MPO Name Insert the name of the Metropolitan Planning Organization (MPO) in which the LPA is located if applicable. If not applicable, select "N/A".

MPO Tip Number Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".

Construction on State Letting Check this box if the construction portion of this project will be on a state held letting.

Day Labor Check this box if the project will be constructed using day labor.

Local Administered Engineering Check this box if the LPA is administering the engineering locally.

Right-of-Way Check this box if Right-Of-Way is part of the project.

Construction

    Job Number Insert the job number assigned for the construction portion, the number will begin with a "C"

    Project Number Insert the project number assigned to the construction portion of this project.

Engineering

    Job Number Insert the job number assigned for the engineering portion of this project.

    Project Number Insert the project number assigned to the engineering portion of this project.

Right-of-Way

    Job Number Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".

    Project Number Insert the project number assigned to the Right-of-Way for the project, if applicable.

Location

Local Street/Road Name Insert the local street/ road name.

Key Route Insert the key route of the street/road listed above.

Length Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.

Station

    From Insert the beginning station of the project as it pertains to the key route for this location for this project.

    To Insert the ending station of the project as it pertains to the key route for this location for this project.

Location Termini Insert the beginning and ending termini as it pertains to this location for this project.

Existing Structure Number(s) Insert the existing structure number(s) for this project.

**Instructions for BLR 05310 - Page 2 of 3**

**Add Location**

Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.

**Project Description**

Insert a description of the work to be accomplished by this project.

**Method of Financing**

This area is for state-let-contracts only. Check one.

**Method A**

If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.

**Method B**

If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.

**Method C**

If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

**For State Let Construction Projects:**

**Addenda**

Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

**1. Location Map**

Attach a location map to this agreement showing all locations being improved by this project.

**2. Division of Cost**

Insert the division of cost page (see separate instructions for completing this document).

**3. LPA Appropriation Resolution**

For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.

**4. IDOT Fiscal Approval Signature Page**

**Approved**

**Local Public Agency**

The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number.

**Illinois Dept of Transportation**

The appropriate IDOT official shall sign and date here.

**For Local Let Projects:**

**1. Location Map**

Attach a location map to this agreement showing all locations being improved by this project.

**2. Division of Cost**

Insert the division of cost page (see separate instructions for completing this document)

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

**Approved**

**Local Public Agency**

The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number.

**Illinois Dept of Transportation**

The appropriate IDOT officials shall sign and date here.

**Division of Cost Table:**

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.

Lump-sum to be utilized second not to exceed \$20,000 EDP funds.

Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

**Example:**

Maximum STR participation 80% not to exceed \$100,000

Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Instructions for BLR 05310 - Page 3 of 3

**Division of Cost Table:**

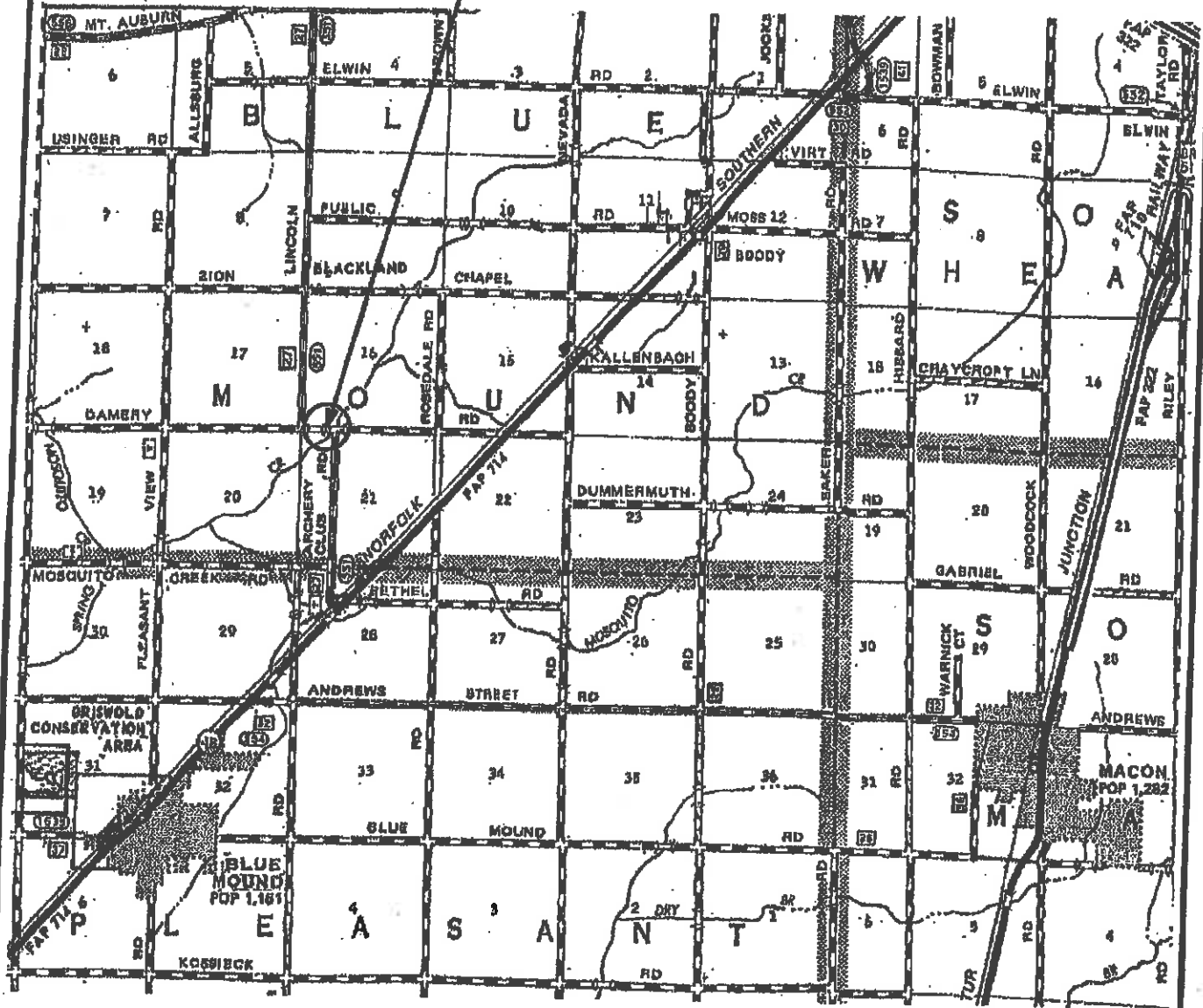
Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type form the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file  
Bureau of Local Roads Central Office (2)

**PROJECT LOCATION**



**LOCATION MAP**

F.A.S. 551 (CH 27) OVER SPRING CREEK  
BLUE MOUND TOWNSHIP  
SECTION 15-00274-00-BR  
MACON COUNTY



**MACON COUNTY BOARD RESOLUTION  
AMENDING THE PUBLIC DEFENDER'S  
FY2020 BUDGET FOR THE PAYMENT OF  
AN EXPERT WITNESS INCLUDING AN  
EXAMINATION AND REPORT**

**Resolution No.**

**WHEREAS**, the law requires that a County Board pay out of the County treasury necessary other expenses incurred by the Public Defender in the defense of cases after the Circuit Court of the County approves such expenses (55 ILCS 5/3-4009); and

**WHEREAS**, the Macon County Public Defender's Office is in need of an expert to conduct an evaluation regarding Battered Woman's Syndrome in a pending Criminal Matter that it represents an appointed client; and

**WHEREAS**, the Public Defender has received an estimate from Dr. Karla Fischer, a regionally local expert not to exceed the amount of \$7,375.00 to perform said examination and other services incident to the needs of the case as an Expert Witness.; and

**WHEREAS**, by prior consensus of this Board, appropriations to pay for Expert Witnesses and Opinions conducted pursuant to court orders are to be made on an ad hoc basis because of the impossibility of predicting with certainty the amount necessary to fund such during a fiscal year; and

**WHEREAS**, unforeseen circumstances have arisen which give rise to an emergency situation in that the Expert Witnesses and Opinions that Macon County is obligated to pay cannot be paid without the amending of the Public Defender's FY2020 budget; and

**WHEREAS**, the County Board approved our budget request for this item in FY2019, however the total bill was not paid out and the unpaid portion was returned, unused, to the County; and

**WHEREAS**, this Resolution was presented and discussed at the Finance Committee on June 29, 2020, and Finance Committee voted to recommend approval of this Resolution by the full County Board.

**NOW THEREFORE BE IT RESOLVED** by the Macon County Board, assembled in regular session at Decatur, Illinois, that the Public Defender's FY2020 budget be amended as follows:

<u>Account</u>	<u>Amount</u>
<u>Increased Expense</u>	
001-120-7300	\$7,375.00

**BE IT FURTHER RESOLVED** this Resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, and APPROVED** this 9<sup>th</sup> Day of July, 2020.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin Greenfield, Chairman  
Macon County Board

# Invoice #2

**Karla Fischer, Ph.D., J.D.**

917 W. Charles St.

Champaign IL 61821

217 398 2116 or 217 714 4190 (cell) CASE ID Billie Jo Soyster, First Degree Murder [karlafischerphdid@gmail.com](mailto:karlafischerphdid@gmail.com)  
 TO Fees for Report

DATE March 20, 2020

Scott Rueter, Public Defender's Office

Macon County, IL

Public Interest Rate

\$250/hr (deposition/testimony \$300)

DATE	DESCRIPTION	Public Interest Rate	Time (HRS)	Charge
10/3/19	Report writing		2.00	\$ 500.00
10/4/19	Report writing		1.50	\$ 375.00
10/11/19	Report writing		1.75	\$ 437.50
10/12/19	Report writing		2.00	\$ 500.00
10/13/19	Report writing		2.00	\$ 500.00
10/16/19	Report writing		3.00	\$ 750.00
10/17/19	Report writing		3.00	\$ 750.00
10/19/19	Report writing		1.50	\$ 375.00
12/14/19	Report writing		2.00	\$ 500.00
12/15/19	Report writing		2.50	\$ 625.00
12/16/19	Report writing		2.25	\$ 562.50



12/17/19	Report writing	1.50 \$	375.00
12/20/19	Report writing	1.50 \$	375.00
3/20/20	Report editing	1.25 \$	312.50
misc dates	Consultations with S. Rueter	1.75 \$	437.50
Total	Please Pay	29.50 \$	7,375.00

**MACON COUNTY BOARD RESOLUTION  
AMENDING THE PUBLIC DEFENDER'S  
FY2020 BUDGET FOR THE PAYMENT OF  
AN EXPERT FOR FORENSIC COMPUTER  
EXAMINATION AND REPORT**

**Resolution No.**

**WHEREAS**, the law requires that a County Board pay out of the County treasury necessary other expenses incurred by the Public Defender in the defense of cases after the Circuit Court of the County approves such expenses (55 ILCS 5/3-4009); and

**WHEREAS**, the Macon County Public Defender's Office is in need of an expert to examine a computer to become prepared in a pending Criminal Matter that it represents an appointed client; and

**WHEREAS**, the Public Defender has received an estimate Andrew Garrett, a forensic computer expert in the amount of \$4,143.00 to perform said examination and other services incident to the needs of the case as an Expert Witness; and

**WHEREAS**, by prior consensus of this Board, appropriations to pay for Expert Witnesses and Opinions conducted pursuant to court orders are to be made on an ad hoc basis because of the impossibility of predicting with certainty the amount necessary to fund such during a fiscal year; and

**WHEREAS**, unforeseen circumstances have arisen which give rise to an emergency situation in that the Expert Witnesses and Opinions that Macon County is obligated to pay cannot be paid without the amending of the Public Defender's FY2020 budget; and

**WHEREAS**, the County Board approved our budget request for this item in FY2019, however the total bill was not paid out and the unpaid portion was returned, unused, to the County; and

**WHEREAS**, this Resolution was presented and discussed at the Finance Committee on June 29, 2020, and Finance Committee voted to recommend approval of this Resolution by the full County Board.

**NOW THEREFORE BE IT RESOLVED** by the Macon County Board, assembled in regular session at Decatur, Illinois, that the Public Defender's FY2020 budget be amended as follows:

<u>Account</u>	<u>Amount</u>
<u>Increased Expense</u>	
001-120-7300	\$4143.00

**BE IT FURTHER RESOLVED** this Resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, and APPROVED** this 19th day of July, 2020.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin Greenfield, Chairman  
Macon County Board

**David Ellison**

---

**From:** Garrett Discovery Inc <notifications@clio.com>  
**Sent:** Tuesday, June 16, 2020 5:30 PM  
**To:** David Ellison  
**Subject:** New Bill from Garrett Discovery Inc  
**Attachments:** invoice\_627.pdf



Dear Macon County Public Defenders Office,  
Your bill is ready. You can view it in the attachment.

Amount due on bill #627:

**\$3,222.00**

**Due: 06/30/2020**

**Total amount due: \$4,143.00**



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#300 - 4611 Canada Way, Burnaby, BC, V5G 1K5



# INVOICE

Invoice # 627  
Date: 06/01/2020

Macon County Public Defenders Office  
253 E. Wood Street  
Room #209  
Decatur, IL 62523

## People v Auten

## People v Auten

Date	Quantity	Rate	Total
05/01/2020	1.30	\$300.00	\$390.00
Forensic Consulting : Review Additional Discovery 3-18-20 Read and review correspondence regarding: RE: Additional Discovery & Examination (2020-05-01 @ 13:15)			
05/04/2020	0.75	\$300.00	\$225.00
Forensic Analysis : On-site examination setup Begin processing of e01 file			
05/05/2020	3.50	\$300.00	\$1,050.00
Forensic Analysis : On-site examination			
05/13/2020	3.00	\$300.00	\$900.00
Forensic Analysis : Review reports from examination			
05/14/2020	2.00	\$300.00	\$600.00
Forensic Consulting : Research and Write basis for letter			
05/15/2020	0.19	\$300.00	\$57.00
20200515 People v Auten Letter to Def Counsel.docx			
<b>Subtotal</b>			<b>\$3,222.00</b>
<b>Total</b>			<b>\$3,222.00</b>

Please remit payment along with the case name to: Garrett Discovery Inc, 715 W Imboden Drive, Decatur, IL 62521

**Macon County Board Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement Between the County and the Town Of Normal, Mclean County, Illinois ("Normal"), and Authorizing Normal to Exercise the Powers of the County Of Macon in Connection with an MCC Program and a Loan Finance Program.**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Intergovernmental Cooperation Act (*5 Illinois Compiled Statutes, 220/1 et seq.*, as supplemented and amended), authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

**WHEREAS**, Normal and the County of Macon (the "*Cooperating Unit*") are each a unit of local government and a public agency of the State of Illinois; and

**WHEREAS**, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the Constitution of the State of Illinois, Normal has the power to issue its revenue bonds for public purposes, including the financing and purchase of mortgage loans to finance single family residences for low and moderate income persons ("*Mortgage Loans*") within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the Mortgage Loans purchased with and financed by the proceeds of such revenue bonds; and

**WHEREAS**, pursuant to the Constitution and the laws of the State of Illinois, and particularly *50 Illinois Compiled Statutes, 465/1 et seq.*, as supplemented and amended, the Cooperating Unit has the power to issue its revenue bonds for public purposes, including the financing and purchase of Mortgage Loans within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the Mortgage Loans purchased with and financed by the proceeds of such revenue bonds; and

**WHEREAS**, pursuant to the Constitution and the laws of the State of Illinois, and particularly *30 Illinois Compiled Statutes, 345/9*, as supplemented and amended, and pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the "*Code*"), an issuer authorized to issue qualified mortgage bonds under Section 143 of the Code is authorized to issue mortgage credit certificates under Section 25 of the Code in lieu of issuing such qualified mortgage bonds under Section 143 of the Code, and, consequently, Normal and the Cooperating Unit each have the

power to issue mortgage credit certificates in lieu of issuing revenue bonds that constitute qualified mortgage bonds under Section 143 of the Code;

**WHEREAS**, the Cooperating Unit has determined that it is necessary and desirable to permit Normal, either by itself or jointly with other qualified issuers, to issue mortgage credit certificates on behalf of the Cooperating Unit for the purpose of providing an adequate supply of residential housing in the Cooperating Unit through the enhancement of Mortgage Loans within the corporate boundaries of the Cooperating Unit (the "*MCC Program*"); and

**WHEREAS**, to provide for the MCC Program, Normal proposes to issue mortgage credit certificates from time to time (the "*MCCs*") on behalf of the Cooperating Unit and to implement the MCC Program from time to time by allocating the MCCs to enhance qualified Mortgage Loans under the MCC Program on behalf of the Cooperating Unit, all under and in accordance with the Constitution and the laws of the State of Illinois; and

**WHEREAS**, the Cooperating Unit has determined that it is necessary and desirable to permit Normal, either by itself or jointly with other qualified issuers, to provide for the financing and purchasing of Mortgage Loans within the corporate boundaries of the Cooperating Unit through the sale of Mortgage Loans or mortgage-backed securities in the secondary market or the issuance of revenue bonds on behalf of the Cooperating Unit (collectively, the "*Loan Finance Program*," and together with the MCC Program, the "*Program*"); and

**WHEREAS**, to provide for the Loan Finance Program, Normal may (i) sell Mortgage Loans or mortgage-backed securities in the secondary market and (ii) issue, sell and deliver Collateralized Single Family Mortgage Revenue Bonds in one or more series and to issue, sell and deliver any bonds issued to refund such bonds (collectively, the "*Bonds*"), each on behalf of the Cooperating Unit in order to obtain funds to purchase Mortgage Loans under the Loan Finance Program, all under and in accordance with the Constitution and the laws of the State of Illinois, provided that the Loan Finance Program shall not obligate the Cooperating Unit to levy any tax or pay any amount from any funds of the Cooperating Unit in connection with the Loan Finance Program, the Bonds or the sale of mortgage-backed securities in the secondary market; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF MACON, AS FOLLOWS:**

**Section 1. Approval of Cooperation Agreement.** The County Board of the Cooperating Unit hereby approves the Cooperation Agreement, in substantially the form set forth as **Exhibit A** hereto, between the Cooperating Unit and Normal, relating to the Programs, with such changes therein as shall be approved by the officers of the Cooperating Unit executing the Cooperation Agreement, such officers' signatures thereon being conclusive evidence of their approval and the Cooperating Unit's approval thereof.

**Section 2. Execution of Cooperation Agreement.** The Chairman of the Cooperating Unit is hereby authorized and directed to execute and deliver the Cooperation Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and

comply with the intent of this Resolution for and on behalf of and as the act and deed of the Cooperating Unit. The County Clerk of the Cooperating Unit is hereby authorized and directed to attest to the Cooperation Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 3. Severability.** It is hereby declared to be the intention of the Cooperating Unit that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Cooperating Unit intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. If any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

**Section 4. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

**Section 5. Recitals.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 6. Adoption.** This Resolution shall be in full force and effect from and after its passage, approval and publication, if required, as provided by law.

**PRESENTED, PASSED, AND APPROVED** this 9<sup>th</sup> day of July, 2020

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Josh Tanner, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Kevin R. Greenfield, Chairman  
Macon County Board



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INTERGOVERNMENTAL COOPERATION AGREEMENT

BY AND BETWEEN

TOWN OF NORMAL, McLEAN COUNTY, ILLINOIS

AND

COUNTY OF MACON, ILLINOIS

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DATED AS OF July 9, 2020

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## INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "*Cooperation Agreement*") dated as of [\*Dated Date\*], by and between the TOWN OF NORMAL, McLEAN COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Normal*"), and the County of Macon, a County duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "*Cooperating Unit*");

### WITNESSETH:

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 *Illinois Compiled Statutes*, 220/1 *et seq.*, as supplemented and amended), authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

WHEREAS, Normal and the Cooperating Unit are each a unit of local government and a public agency of the State of Illinois; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the Constitution of the State of Illinois, Normal has the power to issue its revenue bonds for public purposes, including the financing and purchase of mortgage loans to finance single family residences for low and moderate income persons ("*Mortgage Loans*") within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the Mortgage Loans purchased with and financed by the proceeds of such revenue bonds; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly 50 *Illinois Compiled Statutes*, 465/1 *et seq.*, as supplemented and amended, the Cooperating Unit has the power to issue its revenue bonds for public purposes, including the financing and purchase of Mortgage Loans within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the Mortgage Loans purchased with and financed by the proceeds of such revenue bonds; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly 30 *Illinois Compiled Statutes*, 345/9, as supplemented and amended, and pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the "*Code*"), an issuer authorized to issue qualified mortgage bonds under Section 143 of the Code is authorized to issue mortgage credit certificates under Section 25 of the Code in lieu of issuing such qualified mortgage bonds under Section 143 of the Code, and, consequently, Normal and the Cooperating Unit each have the power to issue mortgage credit certificates in lieu of issuing revenue bonds that constitute qualified mortgage bonds under Section 143 of the Code;

WHEREAS, the Cooperating Unit has determined that it is necessary and desirable to permit Normal, either by itself or jointly with other qualified issuers, to issue mortgage credit certificates on behalf of the Cooperating Unit for the purpose of providing an adequate supply of residential housing in

the Cooperating Unit through the enhancement of Mortgage Loans within the corporate boundaries of the Cooperating Unit (the "MCC Program"); and

WHEREAS, to provide for the MCC Program, Normal proposes to issue mortgage credit certificates from time to time (the "MCCs") on behalf of the Cooperating Unit and to implement the MCC Program from time to time by allocating the MCCs to enhance qualified Mortgage Loans under the MCC Program on behalf of the Cooperating Unit, all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, the Cooperating Unit has determined that it is necessary and desirable to permit Normal, either by itself or jointly with other qualified issuers, to provide for the financing and purchasing of Mortgage Loans within the corporate boundaries of the Cooperating Unit through the sale of Mortgage Loans or mortgage-backed securities in the secondary market or the issuance of revenue bonds on behalf of the Cooperating Unit (collectively, the "Loan Finance Program," and together with the MCC Program, the "Program"); and

WHEREAS, to provide for the Loan Finance Program, Normal may (i) sell Mortgage Loans or mortgage-backed securities in the secondary market and (ii) issue, sell and deliver Collateralized Single Family Mortgage Revenue Bonds in one or more series and issue, sell and deliver any bonds issued to refund such bonds (collectively, the "Bonds"), each on behalf of the Cooperating Unit in order to obtain funds to purchase Mortgage Loans under the Loan Finance Program, all under and in accordance with the Constitution and the laws of the State of Illinois, provided that the Loan Finance Program shall not obligate the Cooperating Unit to levy any tax or pay any amount from any funds of the Cooperating Unit in connection with the Loan Finance Program, the Bonds or the sale of mortgage-backed securities in the secondary market; and

WHEREAS, Monarch Mortgage Management, LLC (the "Program Administrator") will serve as the administrator of the Program and the agent of Normal with respect to the Program pursuant to a Program Administration Agreement between Normal and the Program Administrator (the "Program Administration Agreement"); and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, Normal and the Cooperating Unit hereby agree, as follows:

*Section 1. Approval of MCC Program.* Normal, either by itself or jointly with other qualified issuers, hereby expresses its desire and intention to issue the MCCs from time to time and to implement the MCC Program from time to time on behalf of the Cooperating Unit, as provided in the documents pursuant to which the MCCs will be issued from time to time and the MCC Program will be implemented from time to time, for the purpose of providing an adequate supply of residential housing in the Cooperating Unit through the enhancement of Mortgage Loans for single family residences for low and moderate income persons within the corporate boundaries of the Cooperating Unit. The MCCs shall be issued in such aggregate principal amounts from time to time and shall have such other terms, all as shall be agreed upon by Normal and approved by the governing body of Normal. The MCCs shall be allocated, and the MCC Program shall be implemented, as shall be determined by Normal and approved by the governing body of Normal. The Cooperating Unit hereby ratifies and approves the publication of notices to the public and all interested mortgage lenders of the intent to implement the MCC Program through the issuance of the MCCs, and hereby approves the issuance of the MCCs as described in such notices. The Cooperating Unit hereby consents to the allocation of tax credits made by Normal, resulting from the MCCs, to any Mortgage Loan made within the jurisdiction of the Cooperating Unit. Issuance of the MCCs imposes no

financial obligation or liabilities against the Cooperating Unit.

*Section 2. Approval of Loan Finance Program.* Normal, either by itself or jointly with other qualified municipalities or political subdivisions, expresses its desire and intention to finance Mortgage Loans for single family residences for low and moderate income persons within the corporate boundaries of the Cooperating Unit through the purchase of Mortgage Loans or mortgage-backed securities and to subsequently sell such Mortgage Loans or mortgage-backed securities in the secondary market.

Normal, either by itself or jointly with other qualified issuers, expresses its desire and intention to finance Mortgage Loans within the corporate boundaries of the Cooperating Unit through issuance of Bonds in one or more series on behalf of the Cooperating Unit, as provided in the trust indenture or indentures pursuant to which the Bonds will be issued, for the purpose of purchasing Mortgage Loans within the corporate boundaries of the Cooperating Unit, purchasing mortgage-backed securities to finance Mortgage Loans within the corporate boundaries of the Cooperating Unit, paying interest on the Bonds and paying the costs of issuance of the Bonds. The Bonds shall be issued in such aggregate principal amounts, shall be issued in such series and classes, shall have such stated maturity or maturities, shall bear interest at such rate or rates, payable on such date or dates, shall be subject to redemption prior to maturity, shall be payable at such date or dates and at such place or places, and shall have such other terms, all as shall be determined by Normal and approved by the governing body of Normal. The proceeds of the Bonds shall be applied to such public purposes and to the payment of the costs of issuance as shall be approved by the governing body of Normal. The Cooperating Unit hereby ratifies and approves the conduct of any public hearings held in connection with the issuance of the Bonds. Issuance of the Bonds imposes no financial obligation or liabilities against the Cooperating Unit.

*Section 3. Documents and Instruments.* Normal hereby expresses its intention to enter into all such documents and instruments as shall be necessary or appropriate in connection with the implementation of the Program, including without limitation the Program Administration Agreement, origination agreements, servicing agreements, trust indentures, bond purchase contracts or agreements, official statements, continuing disclosure undertakings, program agreements, program manuals, lender participation agreements and closing certificates.

*Section 4. Additional Cooperating Units.* Normal and the Cooperating Unit hereby collectively declare that all cooperation agreements by and between Normal and other cooperating municipalities and counties of the State of Illinois and all cooperation agreements by and between the Cooperating Unit and other cooperating municipalities and counties of the State of Illinois in connection with the Program are hereby ratified and confirmed in all respects, and that such other cooperating municipalities and counties which enter into such cooperation agreements with Normal (or with other qualified issuers which are cooperating with Normal) shall be part of the Program.

*Section 5. Absolute and Irrevocable Conditions; Amendment.* All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by Normal and the Cooperating Unit. Except as otherwise provided herein, this Cooperation Agreement may not be effectively amended, changed, modified or altered without the written consent of Normal and the Cooperating Unit, authorized by resolution or ordinance adopted by their respective governing bodies, certified copies of which shall be filed with the other party.

*Section 6. Binding Effect.* This Cooperation Agreement shall inure to the benefit of and shall be binding upon Normal and the Cooperating Unit and their respective successors and assigns.

*Section 7. Severability.* In the event any provision of this Cooperation Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Cooperation Agreement.

*Section 8. Further Assurances and Corrective Instruments.* Normal and the Cooperating Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Cooperation Agreement.

*Section 9. Execution in Counterparts.* This Cooperation Agreement may be executed simultaneously in any number of counterparts, each counterpart shall be an original and all counterparts shall constitute but one and the same instrument.

*Section 10. Applicable Law.* This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

*Section 11. Effective Date; Term.* This Cooperation Agreement shall be in full force and effect on [\*Dated Date\*]. Time is of the essence. This Cooperation Agreement shall remain in effect until terminated in writing by either party hereto, but shall in any event terminate on December 31, 2099.

*Section 12. Electronic Transactions.* The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suite in the appropriate court of law.

IN WITNESS WHEREOF, Normal and the Cooperating Unit have caused this Cooperation Agreement to be executed in their respective names by their respective duly authorized officials shown below:

**TOWN OF NORMAL, McLEAN COUNTY,  
ILLINOIS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Board Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Clerk

**COUNTY OF MACON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Board Chairman

(SEAL)

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Clerk