

August 7, 2013

SHELBY COUNTY BOARD MEETING AGENDA

August 14, 2013 – 9:00 A. M. in Courtroom B

1. Call to Order- Prayer - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Chairman Cannon – Appointment of Jared Rowcliffe, PCOM for Shelby County CEFS Service Area
5. Public Health Committee Chair Barbara Bennett – Approval of Shelby County Health Department Food and Sanitation Ordinance
6. Chairman Cannon – Shelby County Fiscal Year 2012-2013 Budget Amendments
7. Chairman Cannon – Shelby County Fiscal Year 2013 – 2014 Proposed Budget
8. County Highway Engineer Alan Spesard – Highway Engineer's Report: Joint Agreement with IDOT on Henton Bridge Replacement, Engineering Agreement with Hampton, Lenzini and Renwick for Henton Bridge Design
9. EMA Coordinator/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports
10. Committee Reports
11. Chairman Updates
12. Chairman Appointments
13. Correspondence
14. Public Body Comment
15. Adjournment

Please silence cell phones during the Board meeting.

**PRAYER IS GIVEN TODAY BY PASTOR KEVIN RAY OF THE FIRST CHRISTIAN
CHURCH IN SHELBYVILLE**

SHELBY COUNTY BOARD MEETING

August 14, 2013 – 9:00 A.M.

The Shelby County Board met on Wednesday, August 14, 2013, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. Pastor Kevin Ray, of the First Christian Church of Shelbyville delivered the prayer and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Wetherell was absent.

Minutes for the July 10, 2013 board meeting were presented for approval. Mulholland made motion to approve the minutes as presented. Clark seconded said motion, which passed by voice vote (20 yes, 0 no).

Chairman Cannon, explained to the Board the need to appoint, per IDOT's request a Program Compliance Oversight Manager (PCOM) who will be responsible for monitoring grant money received by the County and CEFS to provide Rural Transportation Services. Chairman Cannon referred to the PCOM job description, which had been previously mailed to the Board, for further information about the PCOM position. Chairman Cannon has attended many meetings with IDOT regarding this PCOM position for the Shelby County/CEFS 6 County Service Area. CEFS will reimburse the County \$12,500.00 for the PCOM budget. Chairman Cannon requested from the Board, approval to appoint Jared Rowcliffe, who will also continue as Zoning Administrator and EMA Coordinator, to the PCOM position, in addition to requesting approval to increase Rowcliffe's salary by \$8,000.00, and implement the line items necessary for the PCOM Budget for the Fiscal Year 2013-2014 Budget, effective September 1, 2013.

Bennett made a motion to approve Rowcliffe's appointment as PCOM, an \$8,000.00 salary increase for Rowcliffe, and to create the necessary budget line items for the PCOM budget for FY 13-14. Williams seconded said motion which passed by voice vote (20 yes, 0 no). (PCOM job description attached to these minutes)

Public Health Committee Chair Bennett presented for approval the Food and Sanitation Ordinance which had been presented at the July Board meeting by Shelby County Health Department Administrator Steve Melega.

Clark made motion to approve the Shelby County Health Department's Food and Sanitation Ordinance. Hayden seconded said motion. Roll call vote (15 yes, 5 no) (Barr, Jordan, Sims, Simpson, Warner), motion carried. (Food and Sanitation Ordinance attached to these minutes)

Chairman Cannon presented the Fiscal Year 2012-2013 budget amendments stating that these amendments are for the budget we are currently in. The Budget Committee approved recommending the amendments for Probation, Public Defender, Drug Court Fund, Capital Improvement, Accounts Not Separately Budgeted, and the Sheriff. (A detailed list of the amendments is attached to these minutes)

Cruitt made a motion to approve the FY 2012-2013 Budget amendments. Kearney seconded said motion which passed by roll call vote (20 yes, 0 no).

Next, Chairman Cannon presented the Fiscal Year 2013 – 2014 Proposed Budget totaling \$10,978,401.00. The proposed FY 13-14 Budget puts the County nearly \$235,000.00 in the black. Discussion was held.

Cruitt made a motion to approve the Fiscal Year 2013-2014 Proposed Budget. Bennett seconded said motion which passed by roll call vote (20 yes, 0 no). (Copy of FY 13-14 Proposed Budget worksheet attached to these minutes)

At this time Chairman Cannon called for the Highway Engineer's report.

Alan Spesard, County Highway Engineer presented two agreements and a petition for the Board's approval. The first agreement presented is an agreement between the Illinois Department of Transportation and Shelby County for Engineering Design Services for the Henton Bridge located on the County Highway. Shelby County has been awarded a \$1.29 million dollar grant for the replacement of this bridge.

Warner made motion to approve the agreement between IDOT and Shelby County for Engineering Design Services for the Henton Bridge. Williams seconded said motion, which passed by voice vote (20 yes, 0 no) (Copy of agreement attached to these minutes)

The next agreement Spesard presented was a preliminary engineering services agreement between Shelby County and Hampton, Lenzini and Renwick, Inc. for the Henton Bridge.

Warner made motion to approve the agreement for preliminary engineering services as presented. Simpson seconded said motion, which passed by voice vote (20 yes, 0 no) (Copy of agreement attached to these minutes)

The next item presented for approval was a petition from the Rose Township Highway Commissioner requesting to replace a bridge that IDOT has recently closed as soon as possible. This closed bridge is located approximately 5 miles northeast of Tower Hill. The Road and Bridge Committee recommended replacing this bridge with pipe due to the difficulty in getting around this bridge with it being closed. This petition is a 50/50 costs share at an estimated cost of \$25,000.00.

Clark made motion to approve the petition replacing a closed bridge in Rose Township with pipe. Kearney seconded said motion, which passed by voice vote (20 yes, 0 no) (Copy of petition attached to these minutes)

Spesard also reported that IDOT had closed another bridge in Rose Township, the Towbruff Bridge. This bridge is a wooden structure and is due to be let for replacement in November and be built next year. Spesard

Shelby County Board Meeting
August 14, 2013

stated he hoped to get approval for a reduced posting so that school buses and other vehicles would be able to cross this bridge. IDOT will take a look at this request and Spesard should know something within a week. Continuing with some updates, Spesard reported that construction on the Clarksburg Bridge and the Clarksburg Railroad crossing had been completed and both projects had their final inspections accepted by IDOT. Spesard updated that he had submitted preliminary paperwork to FEMA for costs to replace a bridge in Lakewood which was damaged by flooding that occurred in April. Spesard thanked EMA Coordinator Rowcliffe for his assistance in securing funding for this bridge replacement. The paperwork has to go through several channels with FEMA before the County receives final approval, but Spesard is hoping to know within the next month if this funding has been approved. Bennett expressed thanks from Lakewood residents to both Spesard and Rowcliffe for their work in seeking funding on this bridge replacement and assistance with clean-up following the flooding in April. Ending his report, Spesard stated that a pre-job letting for a closed bridge in Ash Grove Township is scheduled for August 20th.

EMA/Zoning Administrator Jared Rowcliffe highlighted the EMA/Zoning report previously mailed to the board for their review and gave a brief update regarding the rural emergency addressing system. Rowcliffe reported that the Zoning Committee met July 9th and is going to look at revising and updating the Zoning Ordinance. Rowcliffe is also working with Bruce Harris and Associates to add the Zoning layer to the County's GIS, which will assist appraisers. As EMA Coordinator, Rowcliffe updated the Board that the Emergency Management Grant Allotment for Fiscal Year 2013 had been received in the amount of \$19,072.00. The IEMA Conference will be held at the Crowne Plaza in Springfield September 4 – 6 and Rowcliffe will be attending. In regards to the Rural Emergency Addressing, Rowcliffe reported that Coles County Regional Planning is almost finished with their portion of the project and hope to have it wrapped up by August 31. The Post Office process is what is slowing the process down for Shelby County somewhat, but several area zip codes have been sent to both the local Post Office and the St. Louis Post Office.

Chairman Cannon called for committee reports. (Committee reports are attached to these minutes). Reports were given and items presented for follow-up or public awareness are as follows:

Law Enforcement Chair Kearney – the prisoner meal bid was awarded to the FarmHouse with a low bid of \$2.39 per meal.

Public Buildings Committee Chair Warren – the committee has reviewed the second set of plans for the CEFS bus garage and hopes to be able to get bids for the project after the first of the year.

Liquor Commission Chair Cannon – Nine liquor licenses were renewed for the 2013-2014 time period.

Animal Control Chair Jordan- reported that someone had broken into the pound and released all of the animals. Security cameras might possibly be installed to prevent this from happening again.

Insurance Committee Chair Bennett – the committee met with Randy Biehler from Shelbyville Insurance Services. He is trying to keep them up to date with the changes that are expected to impact the Health Insurance rates January 1, 2014. Bennett suggests meeting with the department heads soon to discuss the possible changes with them.

Airport Committee Chair Cannon - things are going well and the airport has been cleaned up, it has been a quiet month, but fuel sales have been good and the airport is being used.

Budget Committee Chair Cannon – meeting next Tuesday regarding the County levies.

There were no updates or correspondence to report.

Chairman Cannon requested the following appointments:

Mose, Yockey, Brown and Kull, LLC, County Auditors

Clark made a motion to approve the appointment of Mose, Yockey, Brown and Kull LLC, as County Auditors. Bennett seconded said motion, which passed by voice vote (20 yes, 0 no)

Robert Swiney, Public Defender


Amling made a motion to approve Robert Swiney as Public Defender. Simpson seconded said motion which passed by roll call vote (12 yes, 8 no (Behl, Bennett, Hayden, Hunter, Kearney, Mulholland, Strohl, Williams), motion carried

Marvin Debolt, Trustee Stewardson Fire Protection District

Strohl made motion to approve the appointment of Marvin Debolt, as Stewardson Fire Protection District Trustee. Cruitt seconded said motion, which passed by voice vote (20 yes, 0 no).

There was no public body comment and no further business to come before the Shelby County Board.

Clark made motion to assess mileage and per diem for the August meetings, to pay the bills/payroll as approved by the committees and adjourn until the next regular meeting to be held on September 11, 2013. Bennett seconded said motion, which passed by voice vote (20 yes, 0 no) and the meeting was adjourned at 9:57 A.M.


Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

8/14/2013

REGULAR MEETING

		ROLL CALL			QUESTIONS									
			8/14/2013	/ /2013	ON MOTIONS TO	Food & Sanitation Ordinance	Budget ON MOTIONS TO Amendments		Proposed ON MOTIONS TO FY13-14 Budget		Public ON MOTIONS TO Defender Reappointment	ON MOTIONS TO		
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓		✓		✓		✓		✓			
110	BARR, KENNETH	50	✓			✓	✓		✓		✓			
116	BEHL, ROBERT H.	42	✓		✓		✓		✓			✓		
117	BENNETT, BARBARA	40	✓		✓		✓		✓			✓		
45	CANNON, BRUCE	26	✓											
133	CLARK, GLENN "DICK"	12	✓		✓		✓		✓		✓			
99	CRUITT, DAVID		✓		✓		✓		✓		✓			
214	DURBIN, JESSE	12	✓		✓		✓		✓		✓			
105	GERGENI, GARY	26	✓		✓		✓		✓		✓			
177	HAYDEN, RICHARD	44	✓		✓		✓		✓			✓		
144	HUNTER, ROBERT JR.	49	✓		✓		✓		✓			✓		
193	JORDAN, ROBERT N.	31	✓			✓	✓		✓		✓			
64	KEARNEY, KAY		✓		✓		✓		✓			✓		
206	LENZ, LARRY	26	✓		✓		✓		✓		✓			
7	MULHOLLAND, FRANK		✓		✓		✓		✓			✓		
221	SIMS, TERRY JOE	24	✓			✓	✓		✓		✓			
274	SIMPSON, ROBERT	32	✓			✓	✓		✓		✓			
46	STROHL, DON	45	✓		✓		✓		✓			✓		
4	WARNER, JOHN		✓			✓	✓		✓		✓			
329	WARREN, JAMES	28	✓		✓		✓		✓		✓			
44	WETHERELL, DALE	46	A											
10	WILLIAMS, LYNN		✓		✓		✓		✓			✓		

PCOM JOB RESPONSIBILITIES

1. **General Program Knowledge** – The PCOM shall possess proficiency in areas including, but not limited to:
 - a. Relevant federal and state grant program(s) purpose and funding; and
 - b. State and federal public transportation capital and operating grant requirements.
2. **Service Coordination and Management Plan** – The PCOM shall develop and update, as needed, a Service Coordination and Management Plan (“SCMP”) that is approved in writing by the Department. In the SCMP, the Grantee shall provide the following:
 - a. A list of all of the public and specialized transportation service providers, Human Services Transportation Plan (“HSTP”) Coordinators, and stakeholder within the Grantee’s territorial boundaries;
 - b. The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;
 - c. For multi-county systems, the methodology by which the Grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county within the Grantee’s territorial boundaries is commensurate with the amount of state and federal funding allocated to each county;
 - d. An explanation of the Grantee’s and its operator’s, if any, public transportation complaint procedures; and
 - e. Any additional information requested by the Department.
3. **Monitoring** – The PCOM shall monitor and analyze the following:
 - a. The level and performance of public transportation service being provided by the Grantee and/or its operator(s), if any within the Grantee’s territorial boundaries. The PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;
 - b. The utilization, condition, and maintenance of Project Facilities;

- c. The driver and staff training activities of the Grantee and/or its operator(s), if any;
 - d. All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within Grantee's territorial boundaries. For the service contracts, the PCOM shall monitor the revenues received and the number of trips provided. The PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account and the end of the state fiscal year;
 - e. Compliance with the requirements of this Agreement;
 - f. The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and
 - g. Any additional items requested by the Department.
- 4. Complaint Procedures – The PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any.
 - 5. Program Reviews – The PCOM shall assist in all of the Department's program reviews and audits of the Grantee and its operator(s), if any and attend all meetings between the Grantee and the Department.
 - 6. Training – The PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's ("RTAC") Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the Department.
 - 7. Public Transportation Account – On forms provided by the Department, the PCOM shall monitor the Public Transportation Account ("PTA"), which is defined in Item 13, by identifying and tracking deposits and withdrawals into and out of the PTA, the interest earned, and the balance of funds in the account.
 - 8. Reporting – The PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and, if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee and ii) annually, a written report to the Department that is submitted with the Grantee's 4th Quarter Actual Requisition. The Grantee shall provide the Department copies of the quarterly report at the request of the Department. The reports shall contain the following information:

- a. A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;
- b. A summary and analysis of the activities monitored pursuant to this Item, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;
- c. A summary and analysis of public transportation complaints and, if applicable, the satisfaction of any entity receiving service from the Grantee or its operator pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
- d. For the annual report to the Department, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and
- e. Any additional information requested by the Department.

**SHELBY COUNTY HEALTH
DEPARTMENT**

FOOD AND SANITATION ORDINANCE

13-03-"0"

COUNTY OF SHELBY

STATE OF ILLINOIS

TABLE OF CONTENTS

SECTION I DEFINITIONS

A. Adulterated.....	1
B. Adequate	2
C. Approved.....	2
D. Board of Health.....	2
E. Potentially Hazardous Foods.....	2
F. Critical Violations.....	2
G. Food Service Establishment.....	2
H. Regulatory Authority	2
I. Retail Food Store	3
J. Temporary Food Establishment.....	3
K. Mobile Food Unit.....	3
L. Mobile Food Unit Commissary.....	3
M. Catering Operations.....	3

SECTION II COMPLIANCE PROVISIONS AND ADOPTION BY REFERENCE3

SECTION III AUTHORITY, JURISDICTION AND ADMINISTRATION

A. Authority.....	4
B. Jurisdiction.....	4
C. Access to Establishments.....	4
D. Inspection Records.....	4

SECTION IV PERMITS

A. Permit.....	4
B. Duration of Permits.....	5
C. Issuance of Permits	5
D. Temporary Food Establishment.....	5

SECTION V INSPECTIONS OR REINSPECTIONS FOR
NEW CONSTRUCTION, RECONSTRUCTION
NEW OWNERSHIP OR REOPENINGS

- A. Plan Review of Future Construction.....6
- B. Re-inspection Upon Reopening and New Ownership ...6

SECTION VI OUTSIDE ESTABLISHMENTS.....6

SECTION VII ENFORCEMENT PROCEDURES

- A. Enforcement.....6
- B. Inspections7
- C. Inspection Procedures7
- D. Inspection Report – Failed Score.....7
- E. Informal Hearings7
- F. Formal Hearings.....8
- G. Enforcement Procedures8
- H. Immediate Notice of Suspension9
- I. Suspected Disease Inspection Procedures9
- J. Food Service Sanitation Mangers.....10
- K. Food Handlers Class.....11

SECTION VIII FEES12

SECTION IX PENALTIES13

SECTION X REPEAL AND DATE OF EFFECT.....13

SECTION XI CONSTITUTIONAL CLAUSE.....13

SHELBY COUNTY FOOD AND SANITATION ORDINANCE

An ordinance to protect the public's health; to set minimum standards for Food Service Establishments, Mobile Food Units, Temporary Food Establishments and Retail Food Stores to provide for their permitting and inspection; to provide for the enforcement of this ordinance and the fixing of penalties, fees and fines.

Be it ordained by the County Board of Shelby County, Illinois, as follows:

RULES AND REGULATIONS

The current and subsequent edition of the rules and regulations promulgated by the Illinois Department of Public Health pertaining to Food Service Establishments and Retail Food Stores are hereby adopted by reference. Three (3) copies of each shall be on file in the Shelby County Clerk's Office.

SHELBY COUNTY HEALTH DEPARTMENT FOOD AND SANITATION ORDINANCE

SECTION I: DEFINITIONS:

- A. ADULTERATED shall mean the condition of a food (a) if it bears or contains any poisonous or deleterious substance in a quantity which may render it injurious to health; (b) if it bears or contains any added poisonous or deleterious substance for which no safe tolerance has been established; (c) if it consists in whole or in part of any filthy, putrid, or decomposed substance or if it is otherwise unfit for human consumption; (d) if it has been processed, prepared, packed, or held under insanitary conditions whereby it may become contaminated with filth or whereby it may have been rendered injurious to health; (e) if it is in whole or in part the product of a diseased animal which has died otherwise than by slaughter, (f) if it's container is composed in whole or in part of any poisonous or deleterious substance which may render the contents injurious to health.

- B. ADEQUATE shall mean acceptable to the Regulatory Authority based on its determination as to conformance with appropriate standards and good public health practices.
- C. APPROVED shall mean acceptable to the Regulatory Authority based on its determination as to conformance with appropriate standards and proper public health procedures.
- D. BOARD OF HEALTH shall mean Shelby County, Illinois, Board of Health and/or its authorized representative(s).
- E. POTENTIALLY HAZRDOUS FOODS shall mean any foods that consist in whole or in part of milk or milk products, eggs, meat, poultry, fish, shellfish, edible crustacea, or other ingredients, including synthetic ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic micro-organisms. The term does not include foods which have a pH level of 4.6 or below or a water activity value of 0.85 or less under standard conditions; or food products in hermetically sealed containers processed to prevent spoilage.
- F. CRITICAL VIOLATIONS shall mean those violations which, if not corrected, are more likely to directly contribute to food contamination, illness or environmental degradation. Examples of critical violations include poor temperature control of foods such as improper cooking, cooling, holding, or reheating temperatures. Critical violations are identified by an asterisk (*) next to the violation on the inspection report and represent the highest category of non-compliance.
- G. FOOD SERVICE ESTABLISHMENT shall mean any place where food is prepared and intended for, though not limited to, individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term also includes taverns, and delicatessen type operations that prepare foods intended for individual portion service. The term does not include lodging facilities serving only a continental breakfast, (a continental breakfast is one limited to only coffee, tea, and/or juice and commercially prepared sweet baked goods), private homes, family or church functions where food is prepared or served for only the family's consumption or strictly to the congregation of the church, Retail Food Store, or the location of food vending machines.
- H. REGULATORY AUTHORITY shall mean the Shelby County Health Department its officer and/or designated Inspector (s) authorized by the Shelby County Board of Health.

- I. RETAIL FOOD STORE shall mean any store or section of an establishment where food and food products are offered to consumers and intended for, though not limited to, off premises consumption. The term includes delicatessens that offer prepared foods in bulk quantities only. The term does not include establishments which handle pre-package spirits, roadside markets that offer only fresh fruits and fresh vegetables for sale; Food Service Establishments; taverns or food and beverage vending machines.
- J. TEMPORARY FOOD ESTABLISHMENT shall mean a food establishment that operates at a fixed location for a period of time not more than 14 consecutive days in conjunction with a single event or celebration.
- K. MOBILE FOOD UNIT shall mean a vehicle mounted Food Service Establishment or Pushcart designed to be readily moveable that operates from an approved commissary or other fixed permitted Food Service Establishment which reports to such location for all supplies, cleaning and service operations. All Mobile Food Units shall be considered readily movable if they are contained within a boat, transported by boat trailer or on a vehicle with axles and wheels that allow such unit to be towed, pushed or driven legally on public roads.
- L. MOBILE FOOD UNIT COMMISSARY shall mean a catering establishment, restaurant, or any other place which is inspected, and permitted, as an approved establishment for the preparation of food, washing and sanitization of utensils and cookware, and the proper holding and storage of refrigerated and dry foods. A written commissary agreement shall be submitted to the Regulatory Authority annually in conjunction with the operation of any Mobile Food Unit.
- M. CATERING OPERATIONS shall mean any person or group of persons, that prepare and sell any type of foods to the general public. Caterers shall operate under a food service permit issued by the Shelby County Health Department.

SECTION II: COMPLIANCE PROVISIONS AND ADOPTION BY REFERENCE:

In addition to those provisions set forth in Sections 1 through 3, this ordinance shall be interpreted and enforced in accordance with provisions set forth in the unabridged form of the most current State of Illinois, Department of Public Health, Division of Food, Drugs and Dairies, Rules and Regulations titled, "Food Service Sanitation Code" and "Retail Food Store Sanitation Code", and any subsequent revisions.

SECTION III: AUTHORITY, JURISDICTION AND ADMINISTRATION:

- A. **AUTHORITY:** By the powers of the Shelby County Board, pursuant to Illinois Compiled Statutes, Chapter 55, Section 5/5-25013 to enact regulations which may be necessary or expedient for the promotion of health or the suppression of disease in Shelby County, Illinois.
- B. **JURISDICTION:** The Shelby County Health Department shall have jurisdiction throughout Shelby County, including all cities, villages, and townships, in the administration and enforcement of this ordinance including all regulations and amendments hereafter adopted unless otherwise specifically stated. Nothing herein contained shall be construed to restrict or abrogate the authority of any municipality in Shelby County to adopt more restrictive ordinances, or to enforce existing or revocation thereof, or to charge and collect a fee therefore; provided, that whenever inspection relating to health or sanitation is required, no such municipality shall issue or renew a license without first having obtained written approval from the Shelby County Health Department indicating compliance with the requirements of this ordinance.
- C. **ACCESS TO ESTABLISHMENTS:** The Regulatory Authority, after proper identification, shall be permitted to enter, at any reasonable time, any Food Service Establishment and/or tavern, Retail Food Store; or inspect any Temporary Food Establishment, Mobile Food Unit within the County of Shelby, State of Illinois, for the purpose to determine compliance with this ordinance. The Inspector shall be permitted to examine the records of the establishment and/or store to obtain pertinent information pertaining to food and supplies purchased, received, or used, and persons employed.
- D. **INSPECTION RECORDS:** Whenever the Regulatory Authority makes an inspection of a Food Service Establishment or Retail Food Store, Mobile Food Unit, or Temporary Food Establishment, he or she shall record their findings on a written or electronic inspection report form equivalent to the State of Illinois Department of Public Health Food Establishment Inspection Report. One (1) copy of the inspection report shall be furnished to the person in charge of the establishment. The inspection report shall set forth a weighted point value for each requirement. The rating score of the establishment or store shall be the total of the weighted point values for all violations, subtracted from one-hundred (100), and shall be shown on all copies of the report.

SECTION IV: PERMITS:

- A. **PERMIT:** It shall be unlawful for any person to operate a Food Service Establishment, Mobile Food Unit, Retail Food Store or Temporary Food Establishment within the County of Shelby, State of Illinois, who does not hold a

valid permit issued by the Regulatory Authority. Only a person who complies with the requirements of this ordinance shall be entitled to receive and retain such a permit. Retail Food Stores that have a Food Service Establishment within its premises, such as a deli or bakery, shall also hold a Food Service Establishment permit, in addition to its Retail Food Store permit. Each permit is independent and will be inspected by the Regulatory Authority as two separate operations involving two separate codes with the annual permit fees as listed on the fees schedule for each permit. A permit that requires a fee is non-refundable. Permits shall not be transferable from one person to another person, or place, or address. A valid permit shall be posted in a conspicuous place in every Food Service Establishment, Mobile Food Unit, Retail Food Store and Temporary Food Establishment.

- B. DURATION OF PERMITS: Permits for permanent Food Service Establishments, Mobile Food Units, or Retail Food Stores shall be issued on November 1 and shall be valid for twelve months with an expiration date of October 31 of each year. Permits for Temporary Food Establishments shall be issued for the specific time period involving a special event, celebration, or holiday not to exceed fourteen consecutive (14) days. Temporary permits are not transferable to another person, or persons, or place, or address.
- C. ISSUANCE OF PERMITS: Any person(s) desiring to operate a Food Service Establishment, Retail Food Store, Mobile Food Unit, or Temporary Food Establishment as defined or to renew a permit, shall make written application for a permit on forms provided by the Regulatory Authority. Such application shall include: establishment's name and permanent address of establishment, telephone number, establishment's mailing address; the applicant's full name, post office address, telephone number, whether applicant is an individual, partner, firm, or corporation. The names of partners, corporate owners, and residence addresses are also required together with the responsible partner's name and address, type of Food Service Establishment, Mobile Food Unit or Retail Food Store, and signature of the applicant(s).
- D. TEMPORARY FOOD ESTABLISHMENT: Applications shall include dates of the proposed operations, the location of event, and name(s) of owners or operators. Upon receipt of such an application, the Regulatory Authority at its discretion may perform an inspection of the Temporary Food Establishment to determine compliance with the provisions of this ordinance. When a review of the application reveals that the applicant(s) meets the requirements of this ordinance, and referenced minimum standards have been met, a permit shall be issued to the applicant(s) by the Regulatory Authority.

SECTION V: INSPECTIONS OR REINSPECTIONS FOR NEW CONSTRUCTION, RECONSTRUCTION, NEW OWNERSHIP OR REOPENINGS:

- A. PLAN REVIEW OF FUTURE CONSTRUCTION: When a Food Service Establishment, Mobile Food Unit or Retail Food Store is hereafter constructed or extensively remodeled or when an existing structure is converted for use as a Food Service Establishment or Retail Food Store, properly prepared plans and specifications for such construction, remodeling or alterations showing layout, arrangement, and construction materials of work areas and the location, size, and type of fixed equipment and facilities shall be submitted to the Regulatory Authority with the required fee as set forth within the fee section of this ordinance for approval before such work begins. A pre-operational inspection will be performed to determine compliance with the regulations set forth in this ordinance, the Illinois "Food Service Sanitation Code" and the Illinois "Retail Food Store Sanitation Code", before a permit to operate is issued by the Regulatory Authority.
- B. REINSPECTION UPON REOPENING AND NEW OWNERSHIP: Whenever a Food Service Establishment, Mobile Food Unit or Retail Food Store is closed and re-opened at a later date or is subject to a change in ownership, the establishment shall be subject to inspection as a new establishment and shall receive a pre-operational inspection and shall be required to comply with the regulations set forth in this ordinance, the Illinois "Food Service Sanitation Code" and the Illinois "Retail Food Store Sanitation Code".

SECTION VI: OUTSIDE ESTABLISHMENTS: FOOD-SERVICE ESTABLISHMENTS OUTSIDE THE JURISDICTION OF THE REGULATORY AUTHORITY. Food from facilities outside the jurisdiction of the Regulatory Authority of the Shelby County shall conform to the provisions of this ordinance or to substantially equivalent provisions. To determine the extent of compliance with such provisions, the Regulatory Authority may accept reports from responsible authorities in other jurisdictions where such facilities are located and inspected.

SECTION VII: ENFORCEMENT PROCEDURES:

- A. ENFORCMENT: The Shelby County Health Department shall be the enforcing Regulatory Authority and shall be in charge with the enforcement of the Shelby County Food and Sanitation Ordinance in accordance with the Illinois Food Services Sanitation Code and Illinois Retail Food Store Sanitation Code of which copies shall be available upon request to the Shelby County Health Department. In addition, when they are relative to sanitary practices in Food Service Establishments, Mobile Food Unit or Retail Food Stores, the "Illinois State Plumbing Code", the National Electrical Code, the "Illinois Private Sewage Disposal Licensing Act and Code" and the "Illinois Water Well Construction Code" are adopted by reference. Permitted establishments shall comply with 410

ILCS 82/ Smoke Free Illinois Act and any subsequent amendments for revisions thereto.

- B. **INSPECTIONS:** Inspections will be performed in accordance with the Illinois Food Services Sanitation Code's category risk classification and inspection frequency and the Illinois Retail Food Store Sanitation Code. However, establishments will not have less than one inspection per year or as frequent as necessary to protect the public's health.
- C. **INSPECTION PROCEDURES: VIOLATION CORRECTION:** The Regulatory Authority shall establish a specific and reasonable period of time for the correction of the violations noted on the inspection report. The Permittee shall correct the violations within the specified period in accordance with the following provisions: When the violations are critical 4 or 5 point items, regardless of the rating score, such items shall be corrected within a period of time not to exceed 10 days. In the case of a Temporary Food Establishment critical violations of 4 or 5 points shall be corrected immediately but not to exceed 24 hours.
- 1) When the rating score on any establishment is eighty-five (85) or more, the Permittee shall correct all violations of one (1) or two (2) point weight as soon as possible, but in any event by the time of the next routine inspection.
 - 2) When the rating score of any establishment is at least seventy (70), but less than eighty-four (84), the Permittee shall correct all violations of one (1) or two (2) point weight as soon as possible, but in any event within a period not exceeding ten (10) days. A re-inspection will be performed by the Regulatory Authority within 7-10 days if necessary. The Regulatory Authority shall provide written notice of the need for re-inspection to the person in charge of said establishment written on the completed inspection report.
 - 3) When the rating score of any establishment is sixty-nine (69) or less, and the owner(s) or operator(s) cannot immediately correct critical items to elevate the establishments score, then the Permittee shall immediately cease operations at said inspected location until such time a re-inspection is performed by the Regulatory Authority reflecting substantial sanitary improvements as indicated by the re-inspection score.
- D. **INSPECTION REPORT-FAILED SCORE:** A failed score on an inspection report shall consist of a point score of 69 points or lower.
- E. **INFORMAL HEARINGS:** Informal hearings shall consist of a meeting to be conducted at the Shelby County Health Department at a designated time and designated date with the Permittee, with the Administrator and Director of

Environmental Health present. An informal hearing shall give the representatives of the permitted establishment and the representatives of the Health Department an opportunity to discuss violations of this ordinance. At the conclusion of the meeting, the Department shall send to the Permittee in writing (within 48 hours), it's determination with respect to the violations of this ordinance and any code violations which remain. The Permittee shall then be notified of it's right to a formal hearing to reinstate the permit before the Shelby County Board of Health.

F. FORMAL HEARINGS: After an informal hearing is conducted, and the Permittee has a continued suspension or revocation, the Permittee shall be allowed to request a formal hearing before the Shelby County Board of Health. The hearing shall be held at a time and place designated by the Shelby County Board of Health upon application by the Permittee. Based upon the record of the hearing, the Shelby County Board of Health shall make a finding and sustain, modify, or rescind the decision of the Administrator made at the informal hearing. The representatives of the Permittee and the Department shall have the right to present evidence at the formal hearing. All reliable evidence as determined by the President of the Shelby County Board of Health shall be considered by the Board. The decision of the Shelby County Board of Health shall be a final appealable order.

G. ENFORCEMENT PROCEDURES:

1. The Shelby County Health Department shall take any legal action necessary to ensure the public safety including the right to seek injunctions, fines, and other legal remedies to ensure that Food Service Establishments, Mobile Food Units, Temporary Food Establishments and/or Retail Food Stores within the county do not operate at any time when they do not have a valid permit.
2. The Shelby County Health Department, the Regulatory Authority represented by its designees (inspectors) shall have the authority to place "Hold Orders" on food products to prevent their use to the detriment of the general public and shall have the authority to seize and order the Permittee to destroy foods which are stored or held in an unsafe manner or food(s) which appears, based upon inspection, to be adulterated or contaminated. The Shelby County Health Department inspector's authority shall extend to, but not be limited to, the following situations:
 - a. The appearance or condition of the food product indicates spoilage or contamination.
 - b. The refrigerated storage unit or hot holding unit were not maintaining sufficient product temperature, based upon the food product stored, to ensure safety of the food product for human consumption.

- c. The lack of proper storage of food products.
 - d. Suspected illness to the general population caused by contaminated or improperly temperature held potential hazardous foods.
- 3. It shall be unlawful for any person to move or alter a "Hold Order" placed on food by the Regulatory Authority. Neither such food nor containers thereof shall be used, served, re-labeled, repackaged, reprocessed, altered, disposed of, or destroyed without permission of the Regulatory Authority.
- 4. In situations where the public health is endangered by a critical violation, or condition, the Shelby County Health Department, the Regulatory Authority, shall have the authority to close the Food Service Establishment, Mobile Food Unit, Temporary Food Establishment and/or Retail Food Store for up to 24 hours subject to review or violation correction. Such situations include, but are not limited to, the following conditions:
 - a. fire or fire damage
 - b. sewage back flow or contamination
 - c. polluted or unsanitary water
 - d. interrupted water to the establishment
 - e. sustained power loss
 - f. a suspected food borne illness outbreak
- H. IMMEDIATE NOTICE OF SUSPENSION: If, upon inspection of a Permittee, the Regulatory Authority determines violations or conditions exist that can cause an imminent health hazard, or where sickness or illness constitutes a food borne illness outbreak that is traced to the Permittee, or in situations where the Permittee refuses an inspection upon request of the Regulatory Authority to investigate any potentially imminent health hazard, then Permittee may be served with a "written order" by the Regulatory Authority to immediately suspend the establishments permit until further notice as ordered by the Administrator of the Shelby County Health Department. Such notice of immediate suspension shall be presented to the Permittee in writing, advising the Permittee the right to an Informal Hearing within (7) seven days.
- I. SUSPECTED DISEASE INSPECTION PROCEDURES: When the Regulatory Authority has reasonable cause to suspect possibility of disease transmission from any Food Service Establishment, Mobile Food Unit, Temporary Food Establishment or Retail Food Store employee, it shall secure a morbidity history of the suspected employee or make any other investigation as may be indicated, and take appropriate action. The Regulatory Authority may require any or all of the following measures:

- 1) Immediate exclusion of the employee from any food handling activities upon notification by the Regulatory Authority.
- 2) Immediate closure of the establishment, until in the opinion of the Regulatory Authority, no further danger of disease outbreak and risk to the public exists upon notification by the Regulatory Authority.
- 3) Restriction of the employee's services to some area of the establishment where there will be no danger of food contact or disease transmission.
- 4) Adequate medical and laboratory examination including, but not limited to, blood and body discharges of the employee and/or other employees of the establishment.

J. FOOD SERVICE SANITATION MANAGER(s) CLASS: The Regulatory Authority will immediately order any Food Service Sanitation Manager to attend a food service sanitation training course (approved by the Illinois Department of Public Health) when there is no certified manager present in a high risk or medium risk establishment.

- 1) New high risk or medium risk Food Service Establishments: A new Food Service Establishment may open without the required certified Food Service Sanitation Manager present. Said Food Service Sanitation Manager must be enrolled in an approved course to be completed within three months. Documentation of course completion must be provided at the end of course (90 days post initial establishment opening date).
- 2) Loss of Certified Food Service Sanitation Manager(s): A Food Service Establishment which has lost a certified Food Service Sanitation Manager because of turnover, etc., has three months to replace that individual with another certified Food Service Sanitation Manager (90 days post initial date of absence of previous Food Service Sanitation Manager). Follow-up will be scheduled upon notification of staff change by the Regulatory Authority to verify that a certified Food Service Sanitation Manager has replaced the one who left.
- 3) Failure to abide by the above requirements for certified Food Service Sanitation Managers may result in suspension of permit by the Regulatory Authority.

K. FOOD HANDLERS(s) CLASS: The Regulatory Authority will immediately order any food handler to attend a food handler training course approved by the Illinois Department of Public Health within sixty (60) days when, in the judgment of the Regulatory Authority, the work habits of said food handler constitute a hazard to public health.

- 1) Said food handler must attend the required training course approved by the Illinois Department of Public Health within sixty (60) days of the Regulatory Authority order.
- 2) The establishment must provide documented proof of completion of said training course by the employee to the Regulatory Authority within ninety (90) days of the order to attend such training.

SECTION VIII: FEES:

The following schedules shall apply to permits issued for Food Service Establishments, Mobile Food Units, Temporary Food Establishments and Retail Food Stores in Shelby County as categorized by the Shelby County Health Department.

A. For-Profit Full Year Operating Permits: (Permanent/Mobile)

- | | |
|---|----------|
| 1. Category I - High Risk Establishments | \$250.00 |
| 2. Category II - Medium Risk Establishments | \$200.00 |
| 3. Category III - Low Risk Establishments | \$175.00 |
| 4. Late fee after 7 days of permit due date | \$ 25.00 |

B. For-Profit Six months operation or less: (Permanent/Mobile)

- | | |
|---|----------|
| 1. Category I - High Risk Establishments | \$125.00 |
| 2. Category II - Medium Risk Establishments | \$100.00 |
| 3. Category III - Low Risk Establishments | \$ 85.00 |
| 4. Late fee after 7 days of permit due date | \$ 25.00 |

C. Non For-profit: (Permanent/Mobile)

- | | |
|---|---------|
| 1. Category I - High Risk Establishments | \$ 0.00 |
| 2. Category II - Medium Risk Establishments | \$ 0.00 |
| 3. Category III - Low Risk Establishments | \$ 0.00 |

D. Temporary Food Establishments

\$ 0.00

E. Plan Review (New or Renovated)

\$ 75.00

SECTION IX – PENALITIES

Any person who violates any provision of this ordinance or any rules and regulations adopted herein, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than \$1500.00 for each day on which such violation occurs. In addition thereto, such person may be enjoined from continuing such violations. The State's Attorney of Shelby County shall prosecute all violations of the Shelby County Food and Sanitation Ordinance.

SECTION X – REPEAL AND DATE OF EFFECT

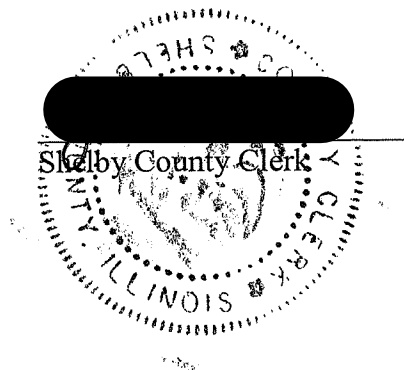
This ordinance shall be in full force and effect immediately upon its adoption as provided by law.



SECTION XI – CONSTITUTIONALITY CLAUSE

Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected thereby.

Approved this 14th day of August, 2013

Recorded this 14th day of August, 2013





Chairman, Shelby County Board
Bruckner

Shelby County Budget Amendments FY 2012-2013

Approved by the County Board on August 14, 2013:

1. Probation:

add \$1,000 to 001-5070.01-011 Secretary – line item total \$38,345; new budget total \$174,984

2. Drug Court Fund:

add \$4,000 to 058-6501.12-053 Drug Testing Supplies and Confirmation Tests – line item total \$4000; new budget total \$4000

3. Public Defender:

add \$1,000 to 001-5030.01-026 Other Employees – line item total \$37,835; new budget total \$148,605

4. Accts Not Separately Budgeted:

add \$25,000 to 001-5680.01-029 Appointed Counsel Fees – line item total \$55,000(Use \$25,000 from Assist Court Fund if possible)

add \$7,500 to 001-6110.12-029 Liability – line item total \$122,500;

add \$4,600 to 001-6130.12-029 Workmen's Comp – line item total \$89,600;

add \$7,000 to 004-6854.12-029 Ambulance Service – line item total \$57,000;

add \$5,900 to 007-5101.01-029 FICA – line item total \$300,900

add \$20,210 to 001-7430.12-029 Repairs & Maint. to Courthouse – line item total \$60,210;

add \$1,700.00 to 006-5100.01-029 IMRF – line item total \$600,000; new budget total \$1,556,226

5. Sheriff:

add \$21,000 to 001-6210.12-032 Food for Prisoners – line item total \$54,000;

add \$15,000 to 001-5040.12-032 Part Time Employees– line item total \$140,988;

add \$8,500 to 001-6230.12-032 Juvenile Detention – line item total \$13,500;

add \$25,000 to 001-8000.12-032 Vehicle Oper Exp – line item total \$88,000; new budget total \$1,891,130

6. Capital Improvement:

add \$115,377 to 054-7430.12-043 Maint & Mat – line item total \$1,115,377; new budget total \$1,115,377

SHELBY COUNTY FISCAL YEAR 2012 - 2013 BUDGET WORKSHEET AMEN

prepared for County Board meeting August 14, 2013

Code	Dept. & # Empl/Insured	General Funds	Special Funds	Fund Totals
002	County Clerk 4	\$377,821.00		\$377,821.00
003	Circuit Clerk 4	\$262,905.00		\$262,905.00
004	Treasurer 4	\$231,433.00		\$231,433.00
005	Coroner	\$69,390.00		\$69,390.00
006	Supt. of Schools	\$41,668.00		\$41,668.00
007	States Attorney 4	\$314,005.00		\$314,005.00
008	County Highway 13		\$1,828,548.00	\$1,828,548.00
009	Supv of Assessments 4	\$271,313.00		\$271,313.00
010	Farmland Assessments	\$150.00		\$150.00
011	Probation 3	\$174,984.00		\$174,984.00
012	Animal Control 1	\$64,175.00		\$64,175.00
013	ESDA 1	\$31,847.00		\$31,847.00
014	County Farm	\$7,000.00		\$7,000.00
015	Circuit Judge	\$19,000.00		\$19,000.00
016	Sheriffs Dep. Merit Com	\$10,753.00		\$10,753.00
017	Board of Review	\$36,150.00		\$36,150.00
018	County Planning	\$2,450.00		\$2,450.00
019	Zoning BOA	\$2,825.00		\$2,825.00
020	Zoning Administrator	\$24,838.00		\$24,838.00
022	Cooperative Extension		\$73,333.00	\$73,333.00
023	Airport		\$546,585.00	\$546,585.00
024	County Health 16		\$882,005.00	\$882,005.00
025	Community Services		\$498,870.00	\$498,870.00
026	Public Defender 2	\$148,605.00		\$148,605.00
028	County Board	\$71,975.00		\$71,975.00
029	Exp Not Sep Budget 1	\$251,560.00	\$1,304,666.00	\$1,556,226.00
030	Probation Fee Fund		\$89,500.00	\$89,500.00
031	Court Security 1		\$62,432.00	\$62,432.00
032	Sheriff 23	\$1,891,130.00		\$1,891,130.00
033	Rescue Squad	\$20,500.00		\$20,500.00
034	CEFS		\$1,045,997.00	\$1,045,997.00
035	Law Library		\$12,000.00	\$12,000.00
036	DUI Equipment		\$4,000.00	\$4,000.00
037	9-1-1 ER Telephone	\$40,000.00		\$40,000.00
038	GIS		\$55,000.00	\$55,000.00
039	Probation Drug Testing		\$10,000.00	\$10,000.00
040	Victim Impact		\$500.00	\$500.00
041	Document Storage		\$26,000.00	\$26,000.00
042	Recording		\$20,000.00	\$20,000.00
043	Capital Improvement		\$1,115,377.00	\$1,115,377.00
044	Animal Control Fee Fund		\$11,500.00	\$11,500.00
045	Assist Court Fund		\$50,000.00	\$50,000.00
046	Automation		\$25,000.00	\$25,000.00
047	Drug Traffic Prevention		\$12,000.00	\$12,000.00
048	Rescue Sq - Dive Team		\$10,000.00	\$10,000.00
049	States Attorney Forfeited		\$1,000.00	\$1,000.00
051	Courthouse Security	\$32,240.00		\$32,240.00
052	EMA Special Fund		\$85,000.00	\$85,000.00
053	Drug Court Fund		\$4,000.00	\$4,000.00
	Budget G/F	\$4,398,717.00	Budget S/F \$7,773,313.00	Total \$12,172,030.00
	Revenue G/F	\$4,109,300.00	Revenue S/F \$7,555,197.00	Total \$11,664,497.00
	G/F Bud/Rev Diff	\$289,417.00	S/F Bud/Rev Diff \$218,116.00	Total \$507,533.00

Last years insurance figures/deductibles are included in each office budget.

2012-2013 Health ins premium \$637/employee x 11 months = \$6,997.50

2011-2012 Life insurance premium \$11,000.00

G/F health insurance deductible is approximately \$2,000.00/yr

S/F health insurance deductible is approximately \$2,000.00/yr

SELBY COUNTY FISCAL YEAR 2013 - 2014 BUDGET WORKSHEET				
prepared for County Board meeting August 14, 2013				
Code	Dept. & # Empl/Insured	General Funds	Special Funds	Fund Totals
002	County Clerk 4	\$370,659.00		\$370,659.00
003	Circuit Clerk 4	\$283,905.00		\$283,905.00
004	Treasurer 4	\$241,988.00		\$241,988.00
005	Coroner	\$70,590.00		\$70,590.00
006	Supt. of Schools	\$42,777.00		\$42,777.00
007	States Attorney 4	\$321,700.00		\$321,700.00
008	County Highway 12		\$1,805,194.00	\$1,805,194.00
009	Supv of Assessments 4	\$265,970.00		\$265,970.00
010	Farmland Assessments	\$150.00		\$150.00
011	Probation 3	\$182,521.00		\$182,521.00
012	Animal Control 1	\$66,875.00		\$66,875.00
013	ESDA 1	\$33,167.00		\$33,167.00
014	County Farm	\$7,400.00		\$7,400.00
015	Circuit Judge	\$19,000.00		\$19,000.00
016	Sheriffs Dep. Merit Com	\$10,753.00		\$10,753.00
017	Board of Review	\$36,150.00		\$36,150.00
018	County Planning	\$2,450.00		\$2,450.00
019	Zoning BOA	\$2,825.00		\$2,825.00
020	Zoning Administrator	\$23,622.00		\$23,622.00
022	Cooperative Extension		\$73,333.00	\$73,333.00
023	Airport		\$87,951.00	\$87,951.00
024	County Health 16		\$905,000.00	\$905,000.00
025	Community Services		\$505,124.00	\$505,124.00
026	Public Defender 2	\$153,875.00		\$153,875.00
028	County Board	\$80,975.00		\$80,975.00
029	Exp Not Sep Budget 1	\$279,316.00	\$1,253,000.00	\$1,532,316.00
030	Probation Fee Fund		\$108,000.00	\$108,000.00
031	Court Security 1		\$64,932.00	\$64,932.00
032	Sheriff 26	\$2,035,731.00		\$2,035,731.00
033	Rescue Squad	\$20,500.00		\$20,500.00
034	CEFS		\$1,092,227.00	\$1,092,227.00
035	Law Library		\$12,000.00	\$12,000.00
036	DUI Equipment		\$4,000.00	\$4,000.00
037	9-1-1 ER Telephone	\$40,000.00		\$40,000.00
038	GIS		\$55,000.00	\$55,000.00
039	Probation Drug Testing		\$15,000.00	\$15,000.00
040	Victim Impact		\$500.00	\$500.00
041	Document Storage		\$30,000.00	\$30,000.00
042	Recording		\$20,000.00	\$20,000.00
043	Capital Improvement		\$125,000.00	\$125,000.00
044	Animal Control Fee Fund		\$11,500.00	\$11,500.00
045	Assist Court Fund		\$50,000.00	\$50,000.00
046	Automation		\$37,000.00	\$37,000.00
047	Drug Traffic Prevention		\$12,000.00	\$12,000.00
048	Rescue Sq - Dive Team		\$10,000.00	\$10,000.00
049	States Attorney Forfeited		\$1,000.00	\$1,000.00
051	Courthouse Security	\$32,240.00		\$32,240.00
052	EMA Special Fund		\$50,000.00	\$50,000.00
053	Drug Court Fund		\$10,000.00	\$10,000.00
054	PCOM		\$12,500.00	\$12,500.00
055	Tax Sale Automation		\$3,000.00	\$3,000.00
	Budget G/F	\$4,625,140.00	Budget S/F \$6,353,261.00	Total \$10,978,401.00
	Revenue G/F	\$4,569,600.00	Revenue S/F \$6,643,727.00	Total \$11,213,327.00
	G/F Bud/Rev Diff	\$55,539.00	S/F Bud/Rev Diff \$290,466.00	Total \$ 234,926.00


Projected years insurance figures/deductibles are included in each office budget.

2013-2014 Health ins premium \$667/employee x 11 months = \$7,337.00 x # of employees covered.

2013-2014 Life insurance premium \$57.00/year x # of employees.

G/F health insurance deductible is approximately \$110,000.00/56 employees covered x \$2,000.00/yr

S/F health insurance deductible is approximately \$58,000.00/22 employees covered x \$2,000.00/yr

St. Ag.  ant
Hertan PE
Bridge
12-00275-00BR

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED


RESOLUTION _____


PETITION _____


AGREEMENT X _____


DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.


RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE









 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Shelby County	State Contract	Day Labor	Local C X	RR Force Account
	Section 12-00275-00-BR	Fund Type STP-Br		ITEP and/or SRTS Number	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-97-022-13	BROS-0173(180)		

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 1700 N Rd Route CH 18 Length 0.01 mile

Termini 2.1 miles West of Henton over Angel Branch

Current Jurisdiction Shelby County Existing Structure No 087-3006

Project Description

Preliminary engineering for the rehabilitation or reconstruction of an existing structure as determined by the phase I engineering study.

Division of Cost							
Type of Work	STP-Br	%	STATE MATCH	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	48,357	(*)	12,089	(**)		(BAL)	60,446
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 48,357		\$ 12,089		\$		\$ 60,446
* 80% STP-Br funds NTE \$48,357							
** Lump Sum State Match NTE \$12,089 to be used first as a match to federal funds.							

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.

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 _____ 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 expends \$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 expend 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.uscontractorregistration.com>. 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.
- (4) 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 (31U.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.
- (5) 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.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Shelby County	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 12-00275-00-BR	Fund Type STP-Br	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-97-022-13	BROS-0173(180)		

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	1700 N Rd	Route	CH 18	Length	0.01 mile
Termini	2.1 miles West of Henton over Angel Branch				
Current Jurisdiction	Shelby County			Existing Structure No	087-3006

Project Description							
Preliminary engineering for the rehabilitation or reconstruction of an existing structure as determined by the phase I engineering study.							
Division of Cost							
Type of Work	STP-Br	%	STATE MATCH	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	48,357	(*)	12,089	(**)		(BAL)	60,446
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 48,357		\$ 12,089		\$		\$ 60,446
* 80% STP-Br funds NTE \$48,357							
** Lump Sum State Match NTE \$12,089 to be used first as a match to federal funds.							

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.

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	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 ties (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 expends \$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 expend 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.uscontractorregistration.com>. 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.
- (4) 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.
- (5) 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.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map

(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

Bruce Cannon

Name of Official (Print or Type Name)

County Board Chairman

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

(Signature)

Date

8/14/2013

The above signature certifies the agency's TIN number is
376002119 conducting business as a Governmental
Entity.

DUNS Number 040135279

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Matthew R. Hughes, 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.

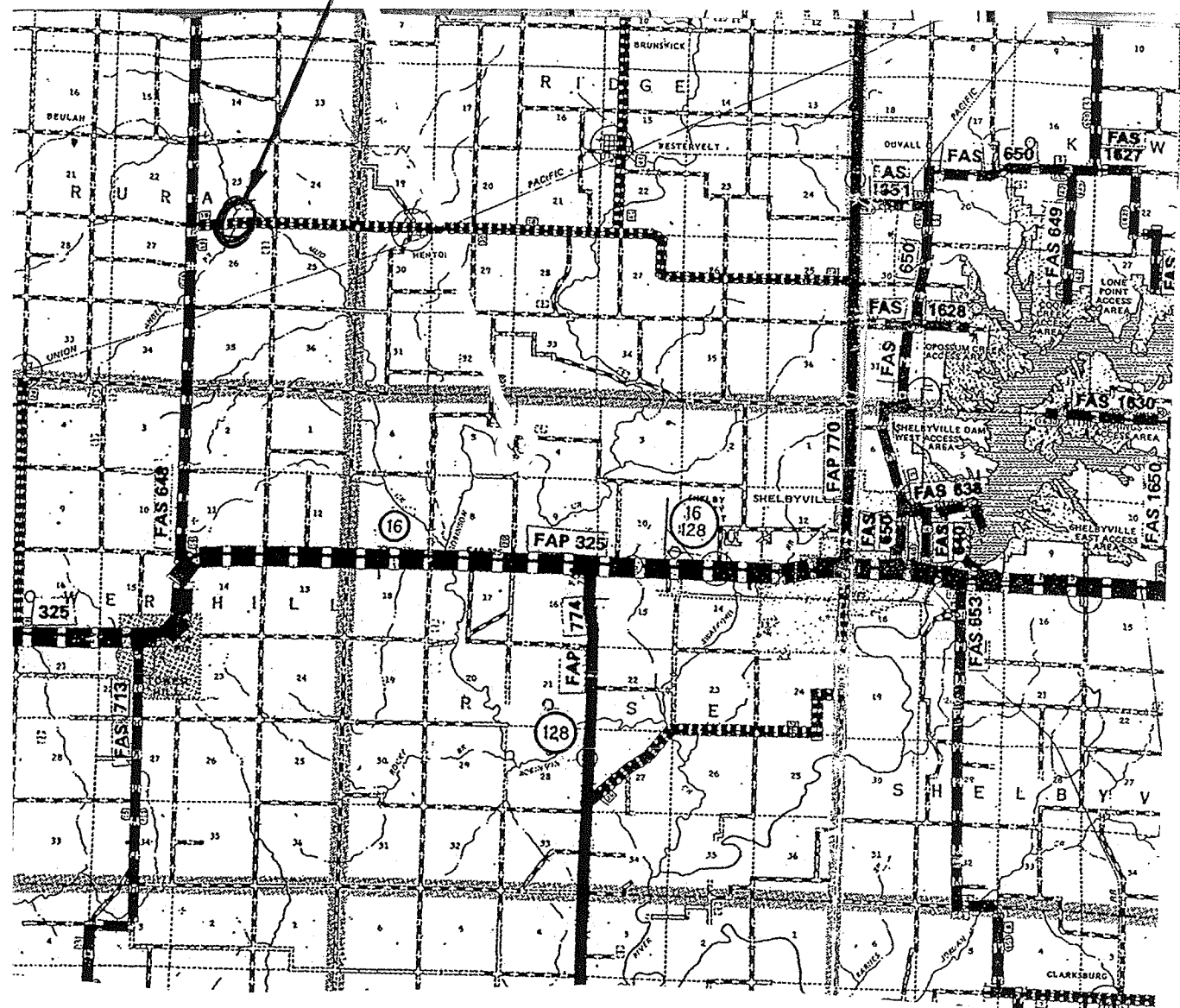
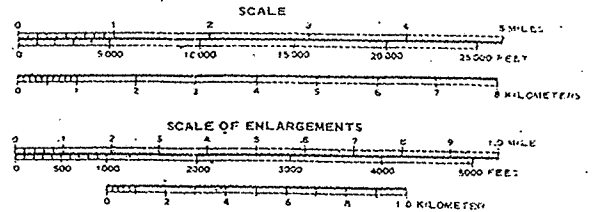
5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING

IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

BRIDGE LOCATION

087-3006



ADDENDUM #1

203A

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED


RESOLUTION _____


PETITION _____


AGREEMENT X

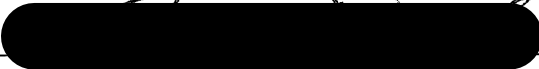
DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE











Hampton, Lenzini and Renwick, Inc.
Civil Engineering • Structural Engineering • Environmental Services • Land Surveying
www.hltrengineering.com

July 3, 2013
Springfield, Illinois

Mr. Alan Spesard, P.E.
Shelby County Highway Department
R R #3, Box 38A
Shelbyville, Illinois 62565

Re: CH 18 / Henton Road
Section 12-00275-00-BR

Dear Mr. Spesard:

Enclosed are five (5) copies of the Preliminary Engineering Services Agreement for the subject project. If this meets with your satisfaction, please return one approved copy to our office.

Sincerely,

HAMPTON, LENZINI AND RENWICK, INC.

A black rectangular redaction box covers the signature of Steven W. Megginson.

Steven W. Megginson, P.E., S.E.
Vice President

SWM:jlc

Enclosure

N:\AGREEMENTS\Local\Shelby\12-00275-00-BR cov letter.doc

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

1335 Lakeside Drive, Unit 4
Romeoville, Illinois 60446
Tel. 847.997.1211

Local Agency	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant
Shelby County		Hampton, Lenzini, and Renwick, Inc
County		Address
Shelby		3085 Stevenson Drive Suite 201
Section		City
12-00275-00-BR		Springfield
Project No.		State
BROS-0173(180)		Illinois
Job No.		Zip Code
P-97-022-13		62703
Contact Name/Phone/E-mail Address		Contact Name/Phone/E-mail Address
Alan Spesard, County Engineer		Steven W. Megginson, Vice President
217-774-2721		217-546-3400
schd@bmmhnet.com		swmegginson@hlrena.com

THIS AGREEMENT is made and entered into this 14 day of August, 2013 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name 1700 N Rd Route CH 18 Length 0.10mile Structure No. 087-3006

Termini 2.1 miles West of Henton over Angel Branch

Description Preliminary engineering for the rehabilitation or reconstruction of an existing structure as determined by the Phase I engineering study.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 720 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- ☒ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- ☒ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- ☒ ~~Design and/or~~ approve cofferdams and superstructure shop drawings.
- ☒ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- ☒ Prepare the necessary environmental and planning documents including the Project Development Report, ~~Environmental Class of Action Determination or Environmental Assessment~~, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of 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.).

III. IT IS MUTUALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. 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 STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Hampton, Lenzini and Renwick, Inc.	36-2555986	\$60,445.63
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		60,445.63
Total for all Work:		60,445.63

Executed by the LA:

Shelby County

(Municipality/Township/County)

ATTEST:

By: 

Shelby County

Clerk

By: 

Title:

Chairman, County Board

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: 

Michael D. Cima, P.E., S.E.

Title: Vice President

Hampton, Lenzini and Renwick, Inc.

By: 

Steven W. Megginson, P.E., S.E.

Title: Vice President

Route: CH 18
Local Agency: Shelby County
(Municipality/Township/County)
Section: 12-00275-00-BR
Project: _____
Job No.: _____

Overhead Rate (OH)	147.14	%
Complexity Factor (R)	0.00	
Calendar Days	720	

Cost Plus Fixed Fee 1	<input checked="" type="checkbox"/>	$14.5\%[\text{DL} + \text{R}(\text{DL}) + \text{OH}(\text{DL}) + \text{IHDC}]$
Cost Plus Fixed Fee 2	<input type="checkbox"/>	$14.5\%[\text{DL} + \text{R}(\text{DL}) + 1.4(\text{DL}) + \text{IHDC}]$
Cost Plus Fixed Fee 3	<input type="checkbox"/>	$14.5\%[(2.3 + \text{R})\text{DL} + \text{IHDC}]$
Specific Rate	<input type="checkbox"/>	
Lump Sum	<input type="checkbox"/>	

[illegible]

Name	Hampton, Lenzini and Renwick, Inc.
Address	3085 Stevenson Drive, Springfield, IL
Telephone	217-546-3400
TIN Number	36-2555986

Local Agency	Shelby County Highway Department
Section Number	12-00275-00-BR
Project Number	
Job Number	

[illegible]

Date _____

212

DF-824-039
REV 12/04

Hampton, Lenzini & Renwick, Inc.

Shelby Co Sec 12-00275-00-BR

COMPLEXITY FACTOR

DATE 07/05/13

1.471356

0

213

PREPARED BY THE AGREEMENTS UNIT

Printed 7/5/2013 4:11 PM

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT

Hampton, Lenzini & Renwick, Inc.
Prime

DATE 07/05/13
PSB NO. Shelby Co Sec 12-00275-00-BR
OVERHEAD RATE 147.14%
COMPLEXITY FACTOR 3.00%
% OF RAISE

CONTRACT TERM
START DATE
RAISE DATE

24 MONTHS
10/1/2013
1/1/2014

ESCALATION PER YEAR

10/1/2013 - 1/1/2014
3
24

= 12.50%
= 1.0378

1/2/2014 - 1/1/2015
12
24

51.50%

1/2/2015 - 10/1/2015
9
24

39.78%

The total escalation for this project would be:

3.78%

214

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Hampton, Lenzini & Renwick, Inc.
Prime
Shelby Co Sec 12-00275-00-BR

DATE

07/05/13

ESCALATION FACTOR

3.78%

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE	DIFF
PRINCIPAL	\$58.50		\$60.71	\$60.71
ENGINEER SPECIALIST	\$51.96		\$53.93	\$53.93
ENGINEER 9	\$49.85		\$51.74	\$51.74
ENGINEER 8	\$47.44		\$49.24	\$49.24
ENGINEER 7	\$44.60		\$46.29	\$46.29
ENGINEER 6	\$40.46		\$41.99	\$41.99
ENGINEER 5	\$36.20		\$37.57	\$37.57
ENGINEER 4	\$34.68		\$35.99	\$35.99
ENGINEER 3	\$28.86		\$29.95	\$29.95
ENGINEER 2	\$26.94		\$27.96	\$27.96
ENGINEER 1	\$24.15		\$25.06	\$25.06
TECHNICIAN 7	\$35.50		\$36.84	\$36.84
TECHNICIAN 6	\$30.19		\$31.33	\$31.33
TECHNICIAN 5	\$29.14		\$30.24	\$30.24
TECHNICIAN 4	\$25.00		\$25.95	\$25.95
TECHNICIAN 3	\$23.60		\$24.49	\$24.49
TECHNICIAN 2	\$19.71		\$20.46	\$20.46
TECHNICIAN 1	\$12.16		\$12.62	\$12.62
CLERICAL 2	\$26.24		\$27.23	\$27.23
CLERICAL 1	\$18.24		\$18.93	\$18.93
ACCOUNTING	\$28.28		\$29.35	\$29.35
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00

AVERAGE HOURLY PROJECT RATES

FIRM Hampton, Lenzini & Renwick, Inc.
PSB Shelby Co Sec 12-00275-00-BR
PRIME/SUPPLEMENT Prime

DATE 07/05/13

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Admin/ Mgmt			Field Survey			BCR & PBDHR			Permits & PDR			Roadway Plans		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	60.71	4	0.63%	0.38	2	7.69%	4.67	2	1.56%	0.95									
ENGINEER SPECIAL	53.93	0																	
ENGINEER 9	51.74	42	6.56%	3.40	10	38.46%	19.90	6	4.69%	2.43	8	5.88%	3.04	4	8.33%	4.31			
ENGINEER 8	49.24	8	1.25%	0.62													8	5.33%	2.63
ENGINEER 7	46.29	0																	
ENGINEER 6	41.99	92	14.38%	6.04							36	26.47%	11.12						
ENGINEER 5	37.57	134	20.94%	7.87	10	38.46%	14.45				36	26.47%	9.94	28	58.33%	21.92	60	40.00%	15.03
ENGINEER 4	35.99	0																	
ENGINEER 3	29.95	0																	
ENGINEER 2	27.96	12	1.88%	0.52															
ENGINEER 1	25.06	68	10.63%	2.66				44	34.38%	8.62	8	5.88%	1.47	6	12.50%	3.13	10	6.67%	1.67
TECHNICIAN 7	36.84	44	6.88%	2.53				44	34.38%	12.66									
TECHNICIAN 6	31.33	0																	
TECHNICIAN 5	30.24	0																	
TECHNICIAN 4	25.95	168	26.25%	6.81							40	29.41%	7.63				60	40.00%	10.38
TECHNICIAN 3	24.49	30	4.69%	1.15				30	23.44%	5.74									
TECHNICIAN 2	20.46	20	3.13%	0.64							6	4.41%	0.90	6	12.50%	2.56	8	5.33%	1.09
TECHNICIAN 1	12.62	0																	
CLERICAL 2	27.23	18	2.81%	0.77	4	15.38%	4.19	2	1.56%	0.43	2	1.47%	0.40	4	8.33%	2.27	4	2.67%	0.73
CLERICAL 1	18.93	0																	
ACCOUNTING	29.35	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		640	100%	\$33.38	26	100.00%	\$43.21	128	100%	\$30.82	136	100%	\$34.51	48	100%	\$34.19	150	100%	\$31.52

216

FIRM Hampton, Lenzini & Renwick, Inc.
PSB Shelby Co Sec 12-00275-00-BR
PRIME/SUPPLEMENT Prime

DATE 07/05/13

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Structure Plans			Final Plan Submittal											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	60.71															
ENGINEER SPECIALIST	53.93															
ENGINEER 9	51.74	12	10.91%	5.64	2	4.76%	2.46									
ENGINEER 8	49.24															
ENGINEER 7	46.29															
ENGINEER 6	41.99	40	36.36%	15.27	16	38.10%	16.00									
ENGINEER 5	37.57															
ENGINEER 4	35.99															
ENGINEER 3	29.95															
ENGINEER 2	27.96	8	7.27%	2.03	4	9.52%	2.66									
ENGINEER 1	25.06															
TECHNICIAN 7	36.84															
TECHNICIAN 6	31.33															
TECHNICIAN 5	30.24															
TECHNICIAN 4	25.95	50	45.45%	11.79	18	42.86%	11.12									
TECHNICIAN 3	24.49															
TECHNICIAN 2	20.46															
TECHNICIAN 1	12.62															
CLERICAL 2	27.23				2	4.76%	1.30									
CLERICAL 1	18.93															
ACCOUNTING	29.35															
TOTALS		110	100%	\$34.74	42	100%	\$33.54	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

36-2555986
Requisition/Contract/Grant
ID Number

[Signature]
Signature of Authorized Representative

Steven W. Megginson, Vice President
Printed Name and Title

7/3/2013
Date

EXHIBIT A

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

EXHIBIT A

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



**Shelby County Highway Department
Improvement of C.H. 18 Bridge & Culvert
Section 12-00275-00-BR
Preliminary and Final Engineering
Scope of Work**

I. INTRODUCTION

The Shelby County Highway Department intends to improve a bridge structure along C.H. 18, near Henton in Shelby County. The section includes a 3 span bridge that is in need of structural, geometric and hydraulic improvements. SN 087-3006, is a two-lane, three-span, precast slab beam bridge. The bridge carries C.H. 18 over Angel Branch. This bridge superstructure and substructure have deteriorated in condition to a point requiring load restrictions. The roadway section is on tangent horizontal and rolling vertical alignment.

The purpose of the project is to improve the noted deficiencies in the bridge structure, and roadway alignments. As part of this project, the scope of work will include determination of economical proposed bridge and roadway improvements. The goal will be to develop a bridge design that allows efficient construction, minimizes environmental impacts and makes the most efficient use of available funding.

II. SCOPE OF SERVICES

The project limits include SN 087-3006 and the existing roadway approach alignment – approximately 1000 feet in each direction. The existing bridge will be evaluated for structure replacement and proposed span configurations, vertical profile improvements, as well as approach guardrail and shoulder improvements. All improvements will be constructed on the existing horizontal and improved vertical alignment.

HLR will provide Phase I and Phase II design services for this project. The design of the project may require additional right-of-way and/or easements. The design will make every effort to minimize environmental and ROW impacts to streams and adjacent properties. Right-of-way documents will be prepared through the Shelby County Department selected Land Surveyor.

Survey & Data Collection

HLR will review the project-related data and court house records provided by Shelby County. A topographic and land survey of the project limits will be completed, including the existing and proposed roadway alignments, the existing bridge and culvert, and the hydraulic survey of the Angel Branch and adjacent land and section lines provided by the Shelby County Highway Department.

HLR, Inc. will plot the survey develop a DTM, format the plan & profile and cross section sheets using Geopak and Microstation.



Hydraulic & Drainage Design

HLR will conduct a field review of the site, and then create an existing conditions hydraulic model. This model will be used to create existing (baseline) conditions and to model the hydraulics of alternate existing and proposed configurations for the bridge site.

A Scour Evaluation will be completed for the proposed structure, including recommended riprap countermeasures. HLR will also develop a preliminary plan for the localized drainage along the roadway approaches. HLR will develop and prepare the Preliminary Bridge Design and Hydraulic Report in the IDOT BLR format. Results will be summarized in the IDOT Waterway Information Table, coordinating this effort with Shelby County.

Geotechnical Analysis

Two structural borings have been completed by Holcombe Engineering Inc. at the bridge site. HLR will coordinate this work with Shelby County and the Geotechnical subcontractor and review of the results of the borings.

Preliminary Bridge Design

A Bridge Condition Report will be developed for the structure. The sufficiency rating for SN 087-3006 is below 50. Replacement is the most feasible alternate as the substructure is in poor condition and the precast beams are deteriorated. Scour does not appear to be a problem at this location. A BCR will be developed for the bridge, outlining the current conditions and recommendations for improvement.

The BCR will develop a preliminary superstructure design for the bridge, including the type, span and construction depth of the superstructure members. The bridge superstructure is anticipated to be a three span PPC deck beam design. HLR will prepare the Type, Size and Location (TS&L) plan sheets for the recommended bridge design.

Environmental Permit Coordination

HLR will prepare and submit the Environmental Survey Request and the Wetland Impact Evaluation forms to IDOT. The IDNR-ECOCAT review will be completed through IDOT to determine protected species found in Angel Branch. The NWI maps will be reviewed for mapped wetlands within the project limits. IDOT BD&E will complete cultural, biological and wetland resource reviews. HLR will prepare the Joint Application to obtain a permit from the Corps of Engineers.

HLR will provide wetland permitting assistance for any impacts by the project to delineated wetlands or Waters of the US, if required. HLR will develop a preliminary design that will minimize impacts to Angel Branch and therefore possible mitigation requirements.

The wetland delineation will be completed by BDE-INHS for mapped wetlands within the project limits. However, the final determination of impacts and mitigation requirements will be coordinated through IDOT BDE and IDNR. HLR will evaluate the feasibility of alternatives for wetland mitigation, if required. The mitigation options include accumulation through IDNR, the purchase of wetland bank credits or the design and construction of a wetland site. A recommendation will be developed and provided to Shelby County for approval.



The cost of implementation of these options cannot be accurately determined at this time. Preparation of a detailed wetland mitigation site design and related permitting are not included in this contract.

Project Development Report

HLR will prepare a project development report (PDR) presenting the project's engineering and environmental analyses, design considerations and recommendations. The PDR will be prepared in the current IDOT BLR format and will include an estimate of cost for the recommended improvements, along with exhibits and documentation required to obtain design approval by IDOT.

Structure Plans

HLR will prepare final structure plans and specifications for the improvement as per the preliminary bridge design and hydraulic report. The design will be completed in accordance with the requirements of IDOT Bureau of Bridges & Structures, AASHTO LRFD and applicable seismic requirements. The contract plans will be signed and certified by a Licensed Structural Engineer in Illinois.

Roadway Design

HLR will prepare the final design and develop plans for the horizontal alignment, profile and cross sections of the proposed roadway, bridge cones and side roads. The design will be shown on plan and profile sheet exhibits in the PDR and contract plans.

Traffic Management Plan

The contract plans will be prepared so that the existing roadway is closed to traffic during construction. A detour plan can be provided if necessary. Temporary access will be maintained to the existing roadway and entrances.

Regulatory Agency Coordination

HLR will coordinate project activities with the Shelby County Highway Department, IDOT and Subconsultants. HLR will conduct a review meeting to discuss the preliminary project design before submittal of the Project Development Report. The prefinal design plans will be reviewed with Shelby County before submittal to IDOT. HLR also anticipates an IDOT/FHWA coordination meeting at IDOT D7. An onsite meeting may be required with the Corps of Engineers to review any wetland impacts or mitigation.

Quality Assurance / Quality Control

HLR will conduct independent QA/QC reviews to ensure that the final design and contract plans meet the approval of Shelby County and the policy guidelines of IDOT. QA/QC reviewers include:

Michael Berry, P.E., S.E.
Michael Cima, P.E., S.E.

Preliminary Design and Project Development Report
Final contract plans



Project Team

The following team will be used for this project:

Project Manager
Phase I & Hydraulic Engr.
Structural Engineer
Highway Engineer
Geotechnical Engineer

Steven Megginson, P.E., S.E.
Joe Frazee, P.E.
Scott Shoup, P.E., S.E.
Lou Stauder, P.E.
Holcombe Engr.

Project Schedule

NOTICE TO PROCEED
Topo & Hydraulic Surveys
Complete BCR & Prel Brg Design & Hydr Rpt
Submit and Coordinate Environmental Survey
Complete PDR
Complete Preliminary Plans
ROW acquisition complete
Submit Final Plans, Specs & Estimates
CONSTRUCTION LETTING

November 1, 2013
January, 2014
August, 2014
Aug – December, 2014
May 2015
March, 2015
December 2015
February, 2016
July, 2016

STATE OF ILLINOIS,


County of Shelby } ss.
 Road District of Rose }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Rose in said County, would respectfully represent that Bridge 087-3134 needs to be replaced over the tributary to Robinson Creek where the same is crossed by the highway TR 173 at a point near NE 1/4 NE 1/4 Sec. 7; R3E; T11N; 3rd PM

in said Road District, for which said work the Road District of Rose is responsible; and the cost of which work will be twenty-five thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 12th day of August 2013

 Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.
 Road District of Rose }

I, the undersigned Highway Commissioner of the Road District of Rose County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Pipe - 18,000

Labor, Equip. Mat'l - 7,000

TOTAL - \$25,000

and I do estimate that the probable cost of the same will be twenty-five thousand Dollars.Witness my hand, this 12th day of August 2013

 Highway Commissioner.

ROSE

SHELBY

COUNTY, ILLINOIS

Filed this _____ day of _____

County Clerk.

253 Byers Printing Company, Springfield, Illinois,

OFFICIAL SEAL
S. Alan Spesard
Notary Public, State of Illinois
Shelby County
My Commission Expires 5/14/2015

Subscribed and sworn to before me, this 12th day of August, 2013

THE NEW YORK COMMISSIONER.

_____ Dollars mentioned in the estimate to which this affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose required.

_____ being duly sworn, on oath says that
 rose

Highway Commissioner of said Road District of

Jim Atteberry

STATE OF ILLINOIS,
County of Shelby }
ss. } Road District of Rose

Zoning/EMA Report

Shelby County Board Meeting 8-14-2013

Zoning

Planning Commission and Board of Appeals will not meet this month.

Zoning Committee met July 9th to discuss revisions to Zoning Ordinance, Committee decided to start drafting revised Ordinance.

12 Building Permits Issued in July.

- 10 Acc. Building
- 1 New Residence
- 1 Modular Home

EMA

August is School Safety Preparedness Month.

Hosted a Weather Radio Programming Day at Lake Shelbyville Visitor's Center on July 26th from 2pm to 6pm. Approximately 30 radio's programmed. Next one tentatively scheduled for March 2014.

Local Emergency Planning Committee met August 1st.

IEMA Conference is September 4th through 6th at Crowne Plaza in Springfield.

July Building Permit Log

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Est. Cost</u>	<u>Fee</u>
13-050	7/5/2013	Karl Zalman	34; Prairie	1520-34-00-100-006	Acc. Building	N/A	N/F
13-051	7/12/2013	Eric Garlick	12; Rose	1812-12-13-302-015	Acc. Building	N/A	\$ 125.00
13-052	7/12/2013	Don Strohl	15; Big Spring	0221-15-14-301-012	Acc. Building	N/A	N/F
13-053	7/23/2013	Larry Durbin	21; Cold Spring	0417-21-00-300-007	Acc. Building	N/A	N/F
13-054	7/24/2013	Josh Evans	20; Rural		New Residence	\$ 130,000.00	\$ 175.00
13-055	7/29/2013	Ron Pollard	27; Shelbyville	2013-27-00-200-011	Modular Home	\$ 100,000.00	\$ 175.00
13-056	7/29/2013	Ron Pollard	27; Shelbyville	2013-27-00-200-011	Acc. Building	N/A	\$ 125.00
13-057	7/30/2013	Jeff and Teri Nolan	14; Oconee	1116-14-00-200-005	Acc. Building	N/A	\$ 125.00
13-058	7/30/2013	Karl Kersey	12; Oconee	1122-12-00-200-003	Acc. Building	N/A	N/F
13-059	7/30/2013	Rob Behl	15; Big Spring	0221-15-00-100-003	Acc. Building	N/A	N/F
13-060	7/30/2013	Don Strohl	16; Big Spring	0221-16-00-200-002	Acc. Building	N/A	N/F
13-061	7/31/2013	Bret Burgener	07; Flat Branch	0603-07-00-400-002	Acc. Building	N/A	N/F

FISCAL YEAR 2013 – 2014 LIQUOR LICENSES ISSUED TO:

2013-01	CASEY'S RETAIL COMPANY d/b/a CASEY'S GENERAL STORE #2833 925 E. Main Street Moweaqua, IL 62550 515-965-6100	MOWEAQUA TOWNSHIP Class One Beer License - \$500
2013-02	OAK TERRACE Beyers Lake Estates, Inc. 100 Beyers Road Pana, IL. 62557 539-4477	OCONEE TOWNSHIP - \$600 Class Three Resort License
2013-03	LEPRECHAUN LANDING Tracey and Virgil Jones R. # 1 - Box 299 Windsor, IL. 61957 459-2240	WINDSOR TOWNSHIP - \$500 Class One Beer License
2013-04 2013-05	VAHLING VINEYARDS Dennis Vahling RR 1 Box 51 Stewardson, IL 62463 682-5409	PRAIRIE TOWNSHIP- \$500 @ Class One Beer/Class Four Wine-Maker Licenses
2013-06	BMDD RESORTS CORP. d/b/a The National at Eagle Creek Attn: Mike Ballinger Ballinger Realty PO Box 145 Decatur, IL 62562525 217-429-5050	OKAW TOWNSHIP - \$600 Class Six Golf Course
2013-07 2013-08	WILLOW RIDGE VINEYARDS Louis and Christina Donnel RR 2 Box 344 Shelbyville, IL 62565 738-2323	RIDGE TOWNSHIP - \$500 @ Class Four Wine-Maker/Class Seven Banquet Hall Licenses
2013-09	FOX PRAIRIE GOLF COURSE Rob Bullock, Greg Rothrock, Dave Brummer R. #1- Box 310B Windsor, IL 61957 827-4510(Rob cell)	ASH GROVE TOWNSHIP - \$600.00 Class Six Golf Course License

License 9/01/2013 to 8/31/2014



Illinois Clean Energy
community foundation

July 26, 2013

FILED

JUL 29 2013

Jessica Fox
SHELBY COUNTY CLERK

Mr. Bruce Cannon
Architect for Shelby County Board
Shelby County
301 East Main Street
P.O. Box 230
Shelbyville, IL 62565

Re: **Request ID: 5915**
Courthouse Restoration and
Geothermal Energy Conservation
Project

Dear Mr. Cannon:

Thank you for the Final Report on the above-referenced project you recently submitted to the Illinois Clean Energy Community Foundation. The Foundation's staff has reviewed the report and the Foundation accepts it as fulfilling the reporting requirements under the terms of the Foundation's grant for this project.

We are pleased to send you the enclosed check for \$47,299 from the Illinois Clean Energy Community Foundation. This constitutes full and final payment of the Foundation's grant to the Shelby County for the above-referenced project, in accordance with the grant agreement dated April 30, 2012. The grant is now closed.

Thank you for your commitment to the Foundation's mission and your efforts to improve Illinois' environment.

Sincerely,


Dennis F. O'Brien
Executive Director

Enclosure

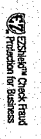
5102

**ILLINOIS CLEAN ENERGY COMMUNITY FOUNDATION
GRANT PROGRAM**

2 NORTH LASALLE STREET SUITE 1140
CHICAGO, IL 60602

BANK OF AMERICA

2-50-710



7/29/2013

PAY TO THE ORDER OF Shelby County

\$ **47,299.00

Forty-Seven Thousand Two Hundred Ninety-Nine and 00/100 ***** DOLLARS

Shelby County

AUTHORIZED SIGNATURE

MEMO ID# 5915

Security features. Details on back.

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION TREASURER'S REPORT August 12, 2013

Beginning Balance Deposits

	July 8, 2013		\$	18,233.45
Bank Interest		1.16	\$	
Heartland Payment Systems--Credit Card Fuel Sales		2,683.92	\$	
Fuel Sales--Checks & Cash		442.32	\$	
Transfer From Busey		25,930.62	\$	
Rent		1,665.00	\$	
			\$	30,723.02
			\$	48,956.47

Bills Received and Paid

Heartland Payment Systems--Fees	\$	68.56
Shelbyville Ace Hardware--Misc. Supplies	\$	116.97
Steve Wempen--Bookkeeping July, 2013	\$	200.00
Express Services Inc.--FBO 05-26-2013--06-30-2013	\$	3,000.00
Consolidated Communication	\$	166.74
Shelby Electric Cooperative--July 2013	\$	805.07
City Area Water-Sewer Department--June	\$	14.30
Farm Pride of Mattoon--Red Tractor Repair	\$	8,588.43
Shelby Auto Parts--Mower Parts	\$	8.91
Scott Jefson--Wal-Mart Misc. Supplies	\$	106.39
P & P Electric--Install Service to Main Hangar and Office	\$	2,478.04
Effingham Equity--Diesel Fuel	\$	871.67
Sloan Implement--Mower Parts	\$	60.55
Shelby County News, Net--EAA Event	\$	213.00
Shelby County Highway--Rock	\$	57.50
Illinois EPA--Storm Water Permit	\$	500.00
USPS--Stamps	\$	46.00
Second Street Power--Weed Eater Repair	\$	18.00
Farm Pride--Mower Repair	\$	20.00
Petro Maintenance--Pump Repair	\$	762.45
Ben Tire Repair--Mower Repair	\$	41.52
Illinois Department of Revenue--2nd Qrt Sales Tax Payment	\$	552.00

F I L E D
AUG 14 2013

Gerard Boy
SHELBY COUNTY CLERK

232

Shelby County State Bank
BuseyBank
Farm Agency Account
Certificates of Deposit

Total

	\$	18,696.10
	\$	30,260.37
	\$	30,260.37
	\$	30,260.37
	\$	118.45
	\$	71,341.31
	\$	65,488.83
	\$	167,208.96

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NOS.	DEBITS	CREDITS	BALANCE
	8-Jul-13	Balance Shelby County State Bank				\$ 18,233.45
	1-Jul-13	Heartland Payment Systems--Fees		\$ 68.56		\$ 18,164.89
	1-Jul-13	Heartland Payment Systems--Deposit			\$ 522.06	\$ 18,686.95
	5-Jul-13	Heartland Payment Systems--Deposit			\$ 105.21	\$ 18,792.16
	8-Jul-13	Heartland Payment Systems--Deposit			\$ 49.45	\$ 18,841.61
4649	8-Jul-13	Scott Jefson--Wal-Mart Misc. Supplies	022-7000.12-023	\$ 106.39		\$ 18,735.22
	9-Jul-13	Illinois Department of Revenue--2nd Qrt Sales Tax Paymnt		\$ 552.00		\$ 18,183.22
	15-Jul-13	Heartland Payment Systems--Deposit			\$ 102.09	\$ 18,285.31
	15-Jul-13	Heartland Payment Systems--Deposit			\$ 168.18	\$ 18,453.49
	19-Jul-13	Heartland Payment Systems--Deposit			\$ 291.41	\$ 18,744.90
4650	19-Jul-13	Express Services Inc.--FBO 07-07-2013	022-5210.01-023	\$ 750.00		\$ 17,994.90
4651	21-Jul-13	Shelbyville Ace Hardware--Misc. Maint.	022-7444.12-023	\$ 116.97		\$ 17,877.93
4652	21-Jul-13	Farm Pride of Mattoon--Red Tractor Repair	022-7441.12-023	\$ 8,588.43		\$ 9,289.50
4653	21-Jul-13	P & P Electric--Install Service to Main Hangar & Office	022-7444.12-023	\$ 2,478.04		\$ 6,811.46
4654	21-Jul-13	Effingham Equity--Diesel Fuel	022-8010.12-023	\$ 871.67		\$ 5,939.79
4655	21-Jul-13	Sloan Implement--Mower Parts	0227441.12-023	\$ 60.55		\$ 5,879.24
4656	21-Jul-13	Shelby County News-Net--EAA Event	022-9900.12-023	\$ 213.00		\$ 5,666.24
4657	21-Jul-13	Shelby County Highway--Rock	022-7443.12-023	\$ 57.50		\$ 5,608.74
4658	21-Jul-13	Illinois EPA--Storm Water Permit	022-9900.12-023	\$ 500.00		\$ 5,108.74
	22-Jul-13	Heartland Payment Systems--Deposit			\$ 295.22	\$ 5,403.96
	25-Jul-13	Heartland Payment Systems--Deposit			\$ 164.00	\$ 5,567.96
	26-Jul-13	Heartland Payment Systems--Deposit			\$ 38.82	\$ 5,606.78
	29-Jul-13	Heartland Payment Systems--Deposit			\$ 800.74	\$ 6,407.52
	30-Jul-13	Heartland Payment Systems--Deposit			\$ 9.93	\$ 6,417.45
4659	30-Jul-13	Express Services--FBO 06-14-2013, 07-21-2013	022-5210.01-023	\$ 1,500.00		\$ 4,917.45
4660	30-Jul-13	USPS--100 Stamps	022-7000.12-023	\$ 46.00		\$ 4,871.45
	31-Jul-13	Heartland Payment Systems--Deposit			\$ 136.81	\$ 5,008.26
4661	31-Jul-13	Consolidated Communications	022-7810.12-023	\$ 166.74		\$ 4,841.52
4662	31-Jul-13	Second Street Power--Clean & Repair Weed Eater	022-7441.12-023	\$ 18.00		\$ 4,823.52
4663	31-Jul-13	Farm Pride--Mower Repair	022-7441.12-023	\$ 20.00		\$ 4,803.52
4664	31-Jul-13	Steve Wempen--Bookkeeping July 2013	022-5220.12-023	\$ 200.00		\$ 4,603.52
	31-Jul-13	Bank Interest			\$ 1.16	\$ 4,604.68
4665	9-Aug-13	Express Services, Inc.--FBO 07-28-2013	022-5210.01-023	\$ 750.00		\$ 3,854.68
4666	10-Aug-13	Shelby Electric Cooperative	022-7810.12-023	\$ 805.07		\$ 3,049.61
4667	10-Aug-13	Petro Maintenance--Pump Repair	022-7441.12-023	\$ 762.45		\$ 2,287.16
4668	10-Aug-13	Shelby Auto Parts--Mower Parts	022-7441.12-023	\$ 8.91		\$ 2,278.25
4669	10-Aug-13	Ben Tire Distributors--Mower Repair	022-7441.12-023	\$ 41.52		\$ 2,236.73
4670	10-Aug-13	City Area Water-Sewer Department	022-7810.12-023	\$ 14.30		\$ 2,222.43
	12-Aug-13	Transfer From Busey			\$ 25,930.62	\$ 28,153.05
	12-Aug-13	Rent--\$1665.00 Fuel--\$442.32			\$ 2,107.32	\$ 30,260.37
Board Meeting--August 12, 2013						

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	DEBITS	CREDITS	BALANCE
	31-Aug-12	Beginning Balance - Busey Bank 2012-2013			221.56
687	7-Sep-12	Transfer to Shelby County State Bank	98.11		123.45
	1-Oct-12	Shelby County Treasurer		15,166.95	15,290.40
688	5-Oct-12	Transfer to Shelby County State Bank	15,166.95		123.45
	15-Oct-12	Replacement Tax--7th Allocation		617.95	741.40
689	3-Nov-12	Transfer to Shelby County State Bank	617.95		123.45
		Balance Correction for \$5 Bank Fee	5.00		118.45
	18-Dec-12	Replacement Tax--8th Allocation		236.42	354.87
	19-Dec-12	Shelby County Treasurer		2,056.44	2,411.31
	20-Dec-12	Shelby County Treasurer		194.34	2,605.65
	21-Dec-12	Shelby County Treasurer		10.77	2,616.42
	15-Jan-13	Replacement Tax--1st Allocation		627.95	3,244.37
690	2-Feb-13	Transfer to Shelby County State Bank	3,125.92		118.45
	21-Mar-13	Replacement Tax--2nd Allocation		196.54	314.99
691	30-Mar-13	Transfer to Shelby County State Bank	196.54		118.45
	22-Apr-13	Replacement Tax--3rd Allocation		995.65	1,114.10
692	4-May-13	Transfer to Shelby County State Bank	995.65		118.45
	21-May-13	Replacement Tax--4th Allocation		898.35	1,016.80
693	1-Jun-13	Transfer to Shelby County State Bank	898.35		118.45
	24-Jul-13	Replacement Tax--5th Allocation		877.80	996.25
	2-Aug-13	Shelby County Treasurer		25,052.82	26,059.07
694	10-Aug-13	Transfer to Shelby County State Bank	25,930.62		118.45

[illegible]

2320

[illegible]

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

July 8, 2013

Jim Looft calls the meeting to order.

Members present at meeting:

Commissioners-- Jim Looft and Steve Wempen

County Board Members--Bruce Cannon, Bob Jordan and Bob Simpson

Airport Manager--Scott Jefson

Others Present--Jim Schwerman

The minutes were read by all. Jim makes a motion to approve the minutes.

It was seconded by Steve and it was approved by all saying aye.

The Treasurer's report was read.

Jim makes a motion to approve the Treasurer's Report. Steve seconded and it was approved by all saying aye.

Managers Report

Scott reports on the EAA Fly In as a huge success and that shelbycountynews.net did an excellent job on their reporting on it with all the pictures and video. Scott also suggest looking into additional exhibits for other EAA events down the road to keep people entertained while kids are flying.

The flight inspection for the PAPI has not yet been scheduled, and having a hard time getting to the right person.

A state engineer called about some of the lights on the taxiway that were placed where airplanes could hit them. He wanted to know who the engineering firm was and that it was going to be looked into. Scott explains that a pilot did hit one and that the light did not break away, as it is designed to do, and that the plane sustained some damage to the underside of one of the wings.

Scott also informed the committee that he removed a few of the lights but was going to wait till after the final inspection before removing anymore. This inspection is separate from the PAPI inspection.

The electricians were back for about a week and did all the landscaping and graded everything up that needed it. They also got the defective obstruction light on the beacon tower switched out with a new one. The electricians will be back when the flight check for the PAPI's take place and probably for the inspection of the taxiway and runway lights.

Scott said a couple of pilots from the American Waco Club flew in scouting a new place to hold their annual fly-in, which is held in Creve Coeur, Missouri. They liked our grass runways and that we had self service fuel. They are tired of holding at Creve Coeur. One issue is the lack of rental cars.

One of the pilots had a fuel pump issue and ended up spending the night at the Shelby Inn and was very pleased with his stay here and also with the local food.

Scott informs the committee of an incident involving him and Gerald Culberson landing short of runway 22 and crashing thru a fence and totaling Gerald's airplane. Both him and Gerald sustained minor injuries but Gerald stayed in ICU for a couple days because of blood thinner medicines he takes.

Scott then proceeded to give a complete recap of how and why the mishap took place.

The FAA was contacted. They came, stayed for about an hour and fifteen minutes, did their investigation of the incident and then turned the airplane over to Scott and that would be the end of it.

There is some grass coming up where the trailer used to be. A housing, that holds a spindle, broke on the Zero Turn and you have to purchase the whole unit to fix it.

The last issue was the uneven floor in the Main Hangar during the EAA event which was dealt with and no one tripped on it.

End of Managers Report.

Bills Presented

Shelby County News--EAA event	\$	213.00
Shelby County Highway--CA 14 Chip Rock	\$	57.50
Shelbyville Ace Hardware--Rope & Poly Tape	\$	116.97
Effingham Equity--Diesel Fuel	\$	871.67
Sloan Implement--Wheel bearings for Zero Turn	\$	60.55
Illinois EPA--Storm Water Permit	\$	500.00
Second Street Power--Weed Eater Repair	\$	18.00
P & P Electrical--Install Power To Office & Hangar	\$	2,478.04
Farm Pride of Mattoon--Red Tractor Repair	\$	8,588.43

Jim makes a motion to pay said bills and Steve second it.

Scott will be gone on vacation the 3rd thru the 10th of August and also gone moving his daughter to college the 16th thru the 18th.

Jim Schwerman is present and gives an update on the crops. He explains the the corn was a bust. Planted in late may and only a quarter of it came up and with the rainfall it couldn't be replanted. We have beans all along the west side of the farm and on both north and south side of the road. There will be some insurance money this year with the issues we've had. We had a decent wheat crop with it yielding about fifty bushel per acre and ended up selling about half. There is some drainage issues out around the new wind sock and he is going to get a couple bids on cleaning the drains out. Jim also gave us an update the the double crop beans.

Jim Looft ask about the "no planting corn up to the runways" and Scott mentioned that was the FAA and deals with clearance issues. Some discussion on the matter followed.

Scott mentions that Jim Schwerman came with his tractor and tiller and tilled up the trench out front and leveled it up and looks nice now.

Jim Looft ask Bruce Cannon about expanding the commission. Bruce replied that it's being worked on. Scott mentions that we still need to install the window in the half hangar for Rick Reed.

Jim makes a motion to adjourn and Steve second it.

Shelby County Zoning Committee Minutes

07/09/13

6:00 p.m.

Shelby County Zoning Office

Call to order

Roll call- Present was Dick Clark, Robert Behl, Robert Simpson, Don Strohl, Bruce Cannon and Jared Rowcliffe

Discussion (Zoning Administrator)

- a. Zoning Ordinance Review
 - Committee discussed revisions to the Zoning Ordinance and consensus was for Zoning Administrator to begin drafting a new Ordinance to be considered by the committee.
- b. Pending Litigation (Closed Session)
 - No action taken in closed session.

Adjournment

FILED

AUG 08 2013

Jessica Fox
SHELBY COUNTY CLERK

Bruce Cannon
David Crut
Rob Ameling
Kay Kearney
Larry Lenz
Gary Bergeni
Jim Warren
Don Strohl

Budget Meetings
August 6, 2013

Discussion with Judge Bennett regarding 045 Assist Court Fund
2012-2013 Budgeted \$50,000 but has only used \$25,000
Judge Bennett is giving permission for the board
to move the remaining \$25,000 to Appointed Council.
- Also discussed Public Defender, Bob Swiney's work for
Shelby County. It is the Judges job to appoint the Public
Defender and the other judges approve the appointment.
Mr. Swiney has been ill. Judge Bennett is aware of
the situation and will make changes as he sees needed.

Amendment for Ambulance Service Budget 2012-2013
\$7,000

County Contribution to IMRF 2012-2013 Amendment = \$1700.08
FICA = \$5851.42

Liability Insurance = \$7500 2012-2013 Amendment
Workman's Comp 4600 2012-2013 Amendment

2013 - 2014 Budget

Community Services Budget amount will be
the Levy amount

At 4:00 the Budget Committee viewed/walked thru
an ~~adjacent~~^{adjacent} property that is for sale. The committee
will discuss possibilities for obtaining and using this property
when additional information becomes available.

2012-2013 Budget Amendment Capital Improvements \$115,377.54
 Court House Repairs \$20,209.81
 Sheriff Amendments
 Part Time Employees \$15,000
 Food for Prisoners 18,000
 Juvenile Detention 8,500
 Vehicle Operation 21,000

Agreed to send budget for 2013-2014 as prepared
 to Board Members for August Board meeting.

Discussion for Court House Repairs

\$8,000 Surge Protection

10,000 Elevator Improvements to bring ^{up} to date
 must be done by January 2015

From NEW
Budget

Roofing/Windows - Check to see cost
 for Roofing Repairs for "Flat" part or what
 must be done

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION **TREASURER'S REPORT** **July 8, 2013**

Beginning Balance
Deposits

	June 3, 2013	\$	10,986.18
Bank Interest	\$	1.52	
Heartland Payment Systems--Credit Card Fuel Sales	\$	2,625.02	
Fuel Sales--Checks & Cash	\$	1,064.72	
Transfer From Farm Account	\$	20,000.00	
Rent	\$	3,500.00	
	\$	27,191.26	
		\$	38,177.44

Bills Received and Paid

Heartland Payment Systems--Fees	\$	68.08	
Shelbyville Ace Hardware--Misc. Supplies	\$	3.84	
Steve Wempen--Bookkeeping June, 2013	\$	200.00	
Express Services Inc.--FBO 05-26-2013--06-30-2013	\$	4,500.00	
Consolidated Communication	\$	165.43	
Shelby Electric Cooperative--May, & June 2013	\$	1,534.00	
City Area Water-Sewer Department--June	\$	11.80	
FAA--PAP1 Flight Inspection (90% Reimbursable)	\$	3,639.14	
Shelby Auto Parts--Belt	\$	38.24	
Arrow Energy--2000 Gallon 100LL	\$	9,363.46	
Albion Radio Communications, Inc--NDB 3rd Qrt. Maint.	\$	420.00	
	\$	19,943.99	
	\$	18,233.45	

Shelby County State Bank
 BuseyBank
 Farm Agency Account
 Certificates of Deposit

F I L E D
 JUL 31 2013

Shelia Fox
 SHELBY COUNTY CLERK

Total

\$	18,233.45
\$	118.45
\$	60,298.60
\$	65,476.76
\$	144,127.26

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NOS.	DEBITS	CREDITS	BALANCE
	3-Jun-13	Balance Shelby County State Bank				\$ 10,986.18
	3-Jun-13	Heartland Payment Systems--Fees		\$ 68.08		\$ 10,918.10
	5-Jun-13	Heartland Payment Systems--Deposit			\$ 290.83	\$ 11,208.93
	6-Jun-13	Heartland Payment Systems--Deposit			\$ 21.57	\$ 11,230.50
	7-Jun-13	Heartland Payment Systems--Deposit			\$ 176.22	\$ 11,406.72
4634	7-Jun-13	Express Services Inc.--FBO 06-02-2013	022-5210.01-023	\$ 750.00		\$ 10,656.72
	10-Jun-13	Heartland Payment Systems--Deposit			\$ 469.44	\$ 11,126.16
	11-Jun-13	Heartland Payment Systems--Deposit			\$ 218.47	\$ 11,344.63
	12-Jun-13	Heartland Payment Systems--Deposit			\$ 289.19	\$ 11,633.82
	13-Jun-13	Heartland Payment Systems--Deposit			\$ 238.86	\$ 11,872.68
4635	14-Jun-13	FAA--PAP1 Flight Inspection	022-7442.12-023	\$ 3,639.14		\$ 8,233.54
4636	14-Jun-13	Shelby Electric Cooperative	022-7810.12-023	\$ 752.11		\$ 7,481.43
4637	14-Jun-13	Shelbyville Ace Hardware--Misc. Supplies	022-7000.12-023	\$ 3.84		\$ 7,477.59
	14-Jun-13	Rent		\$ 1835.00		
		Fuel		\$ 883.44		
4638	14-Jun-13	Shelby Auto Parts--Belt			\$ 2,718.44	\$ 10,196.03
	14-Jun-13	Heartland Payment Systems--Deposit	022-7441.12-023	\$ 38.24		\$ 10,157.79
	17-Jun-13	Heartland Payment Systems--Deposit			\$ 27.52	\$ 10,185.31
4639	21-Jun-13	Express Services Inc.--FBO 06-09-2013	022-5210.01-023	\$ 750.00	\$ 204.12	\$ 10,389.43
	21-Jun-13	Heartland Payment Systems--Deposit			\$ 85.89	\$ 9,725.32
	24-Jun-13	Heartland Payment Systems--Deposit			\$ 132.98	\$ 9,858.30
	24-Jun-13	Heartland Payment Systems--Deposit			\$ 368.68	\$ 10,226.98
4640	25-Jun-13	Arrow Energy--2000 Gallon 100LL	022-8010.12-023	\$ 9,363.46		\$ 863.52
	25-Jun-13	Heartland Payment Systems--Deposit			\$ 101.25	\$ 964.77
4641	26-Jun-13	Express Services--FBO 06-16-2013	022-5210.01-023	\$ 750.00		\$ 214.77
	30-Jun-13	Bank Interest			\$ 1.52	\$ 216.29
	5-Jul-13	Transfer From Farm Account			\$ 20,000.00	\$ 20,216.29
4642	5-Jul-13	Express Services Inc.--FBO 05-26-2013, 06-23-2013	022-5210.01-023	\$ 1,500.00		\$ 18,716.29
4643	5-Jul-13	Albion Radio Communications, Inc.--Qrtly Maint.	022-7442.12-023	\$ 420.00		\$ 18,296.29
4644	5-Jul-13	Consolidated Communications	022-7810.12-023	\$ 165.43		\$ 18,130.86
4645	5-Jul-13	City Area Water-Sewer Department	022-7810.12-023	\$ 11.80		\$ 18,119.06
4646	5-Jul-13	Shelby Electric Cooperative	022-7810.12-023	\$ 781.89		\$ 17,337.17
4647	5-Jul-13	Steve Wempen--Bookkeeping June 2013	022-5220.12-023	\$ 200.00		\$ 17,137.17
4648	6-Jul-13	Express Services, Inc.--FBO 06-30-2013	022-5210.01-023	\$ 750.00		\$ 16,387.17
	8-Jul-13	Rent		\$ 1665.00		
		Fuel		\$ 181.28		
	8-Jul-13	Board Meeting--July 8, 2013			\$ 1,846.28	\$ 18,233.45

July 8, 2013

Total Monthly Expenses

Shelby County Airport and Landing Field Commission

Fuel Sales

DATE	QUANTITY	CUSTOMER INVOICE	PRICE	CREDIT CD	CHARGE	CASH
1-Jun-13	11.46	John Livesay 245	\$ 5.44		\$ 62.34	
3-Jun-13	55.58	Credit Card Customer 246	\$ 5.39	\$ 299.58		
4-Jun-13	12.62	Anthony Krause 248	\$ 5.44		\$ 68.65	
4-Jun-13	4.10	Credit Card Customer 249	\$ 5.39	\$ 22.10		
5-Jun-13	25.10	Credit Card Customer 250	\$ 5.39	\$ 135.29		
5-Jun-13	2.89	Credit Card Customer 251	\$ 5.39	\$ 15.58		
5-Jun-13	5.48	Credit Card Customer 252	\$ 5.39	\$ 29.54		
7-Jun-13	21.54	Credit Card Customer 254	\$ 5.39	\$ 116.10		
8-Jun-13	62.47	Credit Card Customer 255	\$ 5.39	\$ 336.71		
8-Jun-13	8.02	Don Gherardini 257	\$ 5.44		\$ 43.63	
8-Jun-13	5.09	Credit Card Customer 259	\$ 5.39	\$ 27.44		
9-Jun-13	22.75	Credit Card Customer 262	\$ 5.39	\$ 122.62		
9-Jun-13	18.57	Credit Card Customer 263	\$ 5.39	\$ 100.09		
10-Jun-13	54.50	Credit Card Customer 264	\$ 5.39	\$ 293.76		
11-Jun-13	10.76	Cash Customer 265	\$ 5.39			\$ 58.00
11-Jun-13	45.10	Credit Card Customer 268	\$ 5.39	\$ 243.09		
12-Jun-13	5.12	Credit Card Customer 270	\$ 5.49	\$ 28.11		
14-Jun-13	12.57	Barry Brunken 271	\$ 5.44		\$ 68.38	
14-Jun-13	10.01	Credit Card Customer 272	\$ 5.49	\$ 54.96		
14-Jun-13	22.30	Credit Card Customer 274	\$ 5.49	\$ 122.43		
15-Jun-13	5.42	Credit Card Customer 275	\$ 5.49	\$ 29.76		
19-Jun-13	15.90	Credit Card Customer 276	\$ 5.49	\$ 87.29		
20-Jun-13	24.61	Credit Card Customer 278	\$ 5.49	\$ 135.11		
21-Jun-13	55.05	Credit Card Customer 279	\$ 5.49	\$ 302.23		
21-Jun-13	13.84	Credit Card Customer 280	\$ 5.49	\$ 75.98		
23-Jun-13	18.74	Credit Card Customer 281	\$ 5.49	\$ 102.88		
24-Jun-13	23.89	Curt Crosby 283	\$ 5.44		\$ 129.96	
28-Jun-13	29.17	Credit Card Customer 285	\$ 5.49	\$ 160.14		
28-Jun-13	8.94	Steve Wempen 286	\$ 5.44		\$ 48.63	
28-Jun-13	9.94	Credit Card Customer 287	\$ 5.49	\$ 54.57		
29-Jun-13	13.57	Credit Card Customer 288	\$ 5.49	\$ 74.50		
29-Jun-13	33.63	Scott Jefson 289	\$ 5.44		\$ 182.95	
29-Jun-13	6.92	Jeff Green 290	\$ 5.44		\$ 37.65	
29-Jun-13	10.02	Jeff Green 291	\$ 5.44		\$ 54.51	
29-Jun-13	15.52	Barry Brunken 292	\$ 5.44		\$ 84.43	
29-Jun-13	14.55	Barry Brunken 293	\$ 5.44		\$ 79.15	
29-Jun-13	42.99	Credit Card Customer 294	\$ 5.49	\$ 236.02		
30-Jun-13	42.02	Cash Customer 302	\$ 5.49			\$ 230.69
TOTAL GL	800.75	TOTAL		\$ 3,205.88	\$ 860.28	\$ 288.69
				TOTAL FUEL SALES		\$ 4,354.85

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

June 3, 2013

Jim Looft calls the meeting to order.

Members present at meeting:

Commissioners-- Jim Looft and Steve Wempen

County Board Members--Bruce Cannon, Bob Jordan and Bob Simpson

Airport Manager--Scott Jefson

Others Present--

Bruce makes a request for an additional report that would show month to month, and year to date figures for a few of the major categories, such as building expenses, equipment expenses, fuel sales, rent, fuel expense, etc. Steve says he will work something up.

The minutes were read by all. Jim makes a motion to approve the minutes.

It was seconded by Steve and it was approved by all saying aye.

The Treasurer's report was read.

Jim makes a motion to approve the Treasurer's Report. Steve seconded and it was approved by all saying aye.

Bills Presented

Farm Pride--Belt	\$	38.24
------------------	----	-------

Jim Looft makes motion to pay said bills and Steve second it. All present agreed by saying aye.

Managers Report

Scott asks which weekend we want the Young Eagles Event, the 22nd or the 29th. Scott also ask for help with any ideas of what else we could have out here that would spark the interest of people while their kids are flying. The Decatur EAA Chapter is going to come down and help get things rolling and will also take care of a breakfast if need be.

Scott asks what we're wanting to do with the radio antenna that blew down. Some discussion followed and in the meantime he would store the old one in the SRE Building. Scott mentioned getting some extra light bulbs for the runway and taxiway because we had no backup. Some discussion on lighting followed.

Also did some maintenance to the batwing mower and used the only backup gearbox we had. Might be able to fix the old one.

Scott also informs the committee that he will be gone on vacation from July 4th thru the 7th.

Some discussion on whether to get some extra help followed.

Mostly been mowing and did some work on trench for the new power line.

Barrowed a backhoe and removed all concrete where mobile home use to be and bought some dirt in and leveled it.

End of Managers Report.

There was a short discussion on the current fuel on hand and if we could hold out until we get some.

Scott asks if he should have the truck tested. It will be used to haul some gravel.

Jim makes a motion to adjourn and Steve second it.

Sheriff Miller
Jina
Richard
Kay

Michael A. Miller
SHERIFF OF SHELBY COUNTY
151 N. MORGAN STREET
PHONE 217-774-3941 FAX 217-774-2851
SHELBYVILLE, ILLINOIS 62565

LAW ENFORCEMENT COMMITTEE MEETING
8/1/13

1. Budget Amendments

2. Prisoner Meal Bids

3. Enhanced 911

- Getting a bid from Global Tech to update our system
- Talked w Douglas County to see how their 911 is set up.

2 Bids { Farm House 2³⁹ a meal
Deb's Catering \$6.00/day per person
Altamont

Awarded to Farm House

Michael A. Miller


Shelby County Sheriff

F I L E D

AUG 01 2013

Jessica Doy
SHELBY COUNTY CLERK

Bruce Gary,
Jeni, Harry
Kay,
Deb Page

July 11, 2013
Budget - EMA Office
9:00am.

F I L E D

JUL 11 2013

Jessica Tox
SHELBY COUNTY CLERK

2013-2014 Budget

- Insurance increase from \$637 to \$693 per month
- Reviewed/discussed percentage differences
positive/negative comparing 2012-2013
2013-2014 Budgets

9:45 Mandy Beedie from IMRF explained ECO Reserve Account. She explained how rates are figured and how we have accumulated such a debt. We started in 1997 and had several retirements from the beginning. We are charged 7.5 % interest each year. We owe 2.5 million. We need to pay a lump sum each year to lower this amount.
* This will need to be discussed again at another Budget Meeting.

11:00 Budget Discussion continued

Questioned if we could cut Community Services

budget request \$20,000. We need to talk with Director Coelaser

- Other budget requests seem reasonable. - really
no reason to call elected officials

Next meeting August 24 @ 9:00 at EMA Office

FILED

JUL 24 2013

Budget Mtg 7-24-13

Jessica Cannon
SHELBY COUNTY CLERK
Critt

Tom Colclasure from SCCS
Attended & talk on Budget.
Budget over Levy
Decided to leave Budget for
SCCS as presented based
on reserves of 708 Board.

Larry Serigne
Kay Kearney
Rob Ambling
Larry Serigne
Barb Bennett
(Treas) Debra Page

Treasurer officer needs to add a fund
line item for Tax Sales Automation
Fund. or check 001.5810. 12.028
Set line items for Co. Board
Budget for paying UCC1 & West
Central.

Schedule another mtg before Co. Board.
Want to see budget with new budget
line items.

Talk about fees & Salary - PCM. Salary
& Budget set up. Job Description from I DOT

Need work on elevator, electrical &
Courthouse OHS# recommendations. Not
heard from since 86. Would like to get
grant for windows & roof. Scott Penning

Need to look at levy for IMRF.
Because of retirements

John & Robin for Funding Plan - Having
Deb & Robin
20-13 - 2014

EMA 1. Approve line item for acct. EMA

031 2. Court Security Fund - Change
Salary & Insurance to reflect
increases

015 Circuit judge - leave same

029 Approve

035 Same

043 leave 125,000

045 Same

051. Same

PCOR - Add & line items

Motion to approve change 2013-2014 -

Dave Pruitt - Second - Rob Ameling. All
Approved

Sheriff - leave budget for 2013 as
is. Should be enough. ^{few} Committee
will discuss with Tim.

Need to Amend Capital improvement budget.

Need to Amend Probation \$1000

Need to Talk to Judge Bennett.

Need to Amend Public Defend 1000

053 Need to Amend Drug Court

Don Stahl motion to approve amendments
Rob Ameling seconded
All aye.

Need a new fiscal 2013-2014 Budget worksheet. & also 2012-2013 - 4, see how we ended up.

Does Ambulance fees need to be amended.

Set mtg for Aug 7, 9:00 at Ema office. Invite Judge Bennett

July 31, 2013
Animal Control
9:00am - 9:30

Brad Hudson
Joe Sims
Dr. Spezard
Robt. Jordan
Kay Kearney

2014 Budget - Increase \$1500 ^{for} Insurance
(Price increase)

Pigs getting out NW of town. Brad took cages
to trap them. Repeated incidents and
reports. Court appearance in August.

15 dogs at pound

Discussion of ^{being able to give} written citations and/or fines
for repeated violations of AC problems.
Brad will see what other counties do.

FILED

JUL 31 2013

Jessica Fox
SHELBY COUNTY CLERK

ROAD & BRIDGE COMMITTEE

Meeting Minutes August 12, 2013

- **Roll Call** Bruce Cannon, Dave Cruitt, Jessie Durbin, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **Approval of Meeting Minutes**
 - Previous minutes of meeting was approved
- **Review Claims** Monthly payroll and claims from the County Bridge, County Highway, FASM, Co. MFT, Local Bridge, Township Construction, Township MFT accounts were reviewed and signed by committee members
 - Committee recommended approval of claims
- **New Business:**
 - Joint agreement with IDOT on funding for Henton Bridge engineering
 - Committee recommended approval
 - Agreement with HLR for Henton Bridge engineering
 - Committee recommended approval
 - Tire Collection Day occurred on July 30th
 - FEMA submitted paperwork and would let me know if approved in near future: submitted bridge for \$317k; tankcars for \$42k; and debris cleanup for \$1.9k. Bridge funding is based on reimbursement of expenses – fronting the money will be difficult due to revenue from MFT on monthly basis.
 - Another Dept of Labor and Industrial Hygiene surprise inspection occurred on July 13th
 - Met with Gina Vonderheide to go over all legal issues/potential lawsuits
 - IDOT informed me of 2 bridge closures – Rose Township; County Highway 30 bridge (Towbruff). This County Bridge to be let for bid in November. Will recommend pipe for Rose Township bridge.
 - Committee recommended asking County Board approval to proceed with replacing Rose Bridge with pipe at the August 14th meeting
 - Marty Reider's doctor's appointment on August 7th – no change in disability – can work light duty but we don't have any.
 - County Highway a/c quit working – had it replaced after reviewing options by Macari's for \$3600
 - Clarksburg township rrxing and bridge construction projects approved by IDOT
 - Enbridge Pipeline request for road information
- **Old Business:**
 - Notified of contaminated soil in Village of Herrick – State's Attorney is contacting an environmental lawyer for review
 - Ash Grove Highway Commissioner has requested bridge 3037 to be replaced
 - Lawsuit on Clarksburg Blacktop – Greg Williams accident
 - Have updated cost estimates for upgrading Oconee road and for Assumption Road
 - Start review of Bridge priorities – Maps distributed to Hwy Commissioners
 - Notified of contaminated soil in Village of Findlay – gave copy to State's Attorney
- **Adjournment:** Next meetings scheduled for September 6th and 9th

F I L E D
AUG 13 2013

Jessie Durbin
SHELBY COUNTY CLERK

ROAD & BRIDGE COMMITTEE
Meeting Minutes
August 9th , 2013

- **Roll Call** in alphabetical order: Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
 - Committee members took a road trip to review progress:
 - IDOT required closed bridge on County Highway 30
 - IDOT required closed bridge in Rose township
 - Closed bridge in Ash Grove Township that is scheduled for replacement
 - Neoga Road bridge construction
 - Brush removal along County Highway 25
 - IDOT approved completed Clarksburg Bridge
 - IDOT approved completed railroad crossing in Clarksburg Township
- **Adjournment:** Next meeting scheduled for August 12th, 2013

F I L E D
AUG 13 2013

Jessica Fox
SHELBY COUNTY CLERK

Health Committee Mtg

Aug 13, 2013

Attending: Kenny Barr, Jessie Durbin,
Richard Hayde, Robert Hunter, Barb Bennett

Approved claims as presented

FILED

AUG 13 2013

Jessica Fox
SHEBY COUNTY CLERK

Insurance Mtg Aug 13, 2013

Kay Kearney, Dave Brutt, Barbara Bennett

Approved Claims or presented with
exception of Russell McKittreick in
Ambulance claims.

FILED

AUG 13 2013

Jessica Cox
SHERBY COUNTY CLERK

Purchasing Committee

August 13, 2013

Meeting called to order present were Lynn Williams
Robert Hunter Jim Warren Frank Mulholland
Gary Gergen Don Stroll

Bills were presented

Robert Hunter made the motion to pay the bills
Seconded by Gary Gergen All voted aye

Lynn Williams made the motion to adjourn
Seconded by Jim Warren All voted aye

FILED

AUG 13 2013

Jessica Dore
SHELBY COUNTY CLERK

DATE: 8-12-2013

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE HAVING
EXAMINED THE FOLLOWING DO HEREBY RECOMMEND APPROVAL OF
SAME BY THE COUNTY BOARD.

CPCA
COUNTY BRIDGE FUND
COUNTY HIGHWAY FUND
COUNTY MOTOR FUEL TAX FUND
FAS MATCHING FUND
LOCAL BRIDGE FUND
TWP. BR. SUPR. ENGR. FUND
TWP. CONSTRUCTION FUND
TWP. MOTOR FUEL TAX FUND

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

HIGHWAY PAYROLL ACCOUNTDATE: August 2, 2013

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard X 464							3765.39
D. Culberson X 16		16.22		24.33	1135.39		1135.39
K. Petard X 244		23.32	4 1/2 X	34.98	1864.40	157.31	2021.71
S. Short X 386		22.96	14 X	34.44	1836.23	482.01	2318.24
M. Lorton X 172		19.46	12 X	29.19	1555.68	350.03	1905.71
S. Prosser X 188		22.83		34.25	1825.23		1825.23
M. Reider X 252		20.87		31.31	1668.56		X
R. Helton X 179		20.87		31.31	1668.56		1668.56
R. Haycraft X 328		20.87		31.31	1668.56		1668.56
C. Evans X 153		20.63		30.95	1648.97		1648.97
J. Agney X 102		20.63		30.95	1648.97		1648.97
K. Vail X 226		17.50		26.25	1399.68		1399.68
A. Kenworthy X 150	78 1/2	12.00	4 X	18.00	942-	72-	1014-
T. Pruemer X 166	73	12.00		18.00	876-		876-
T. Blackwell X 123	71 1/2	9.50		14.25	679.25		679.25
R. Best X 17	80	9.25		13.88	740-		740-
L. Moore X 21	79	9.25		13.88	730.75		730.75
		027	5010	01 008			
			5011				
Co. MFT		3765.39					
Co. Hwy.		10,995.36					
Twp. Br. Sup.		10,285.66					

HIGHWAY PAYROLL ACCOUNTDATE: July 19, 2013

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard	464						3765.39
D. Culberson	16	16.22		24.33	1135.39		1135.39
K. Petard	244	23.32	6 1/2	34.98	1864.40	227.22	2091.62
S. Short	386	22.96	8	34.44	1836.23	275.43	2111.66
M. Lorton	172	19.46	11	29.19	1555.68	320.86	1876.54
S. Prosser	188	22.83	2	34.25	1825.23	68.45	1893.68
M. Reider	252	20.87		31.31	1668.56		X
R. Helton	179	20.87		31.31	1668.56		1668.56
R. Haycraft	328	20.87		31.31	1668.56		1668.56
C. Evans	153	20.63		30.95	1648.97		1648.97
J. Agney	102	20.63	2	30.95	1648.97	61.84	1710.81
K. Vail	226	17.50		26.25	1399.68		1399.68
A. Kenworthy	150	69 1/2	2 1/2	18.00	834-	45-	879-
T. Pruemer	166	72 1/2	2 1/2	18.00	870-	45-	915-
T. Blackwell	123	60		14.25			570-
R. Best	17	95		13.88			878.75
L. Moore	21	64		13.88			592-
			027	5010	01008		
				5011			
			012	5021	01008		
				5031			
Co. MFT		3765.39					
Co. Hwy.		11 125.65					
Twp. Br. Sup.		9914.57					

AS

ROAD & BRIDGE COMMITTEE

Meeting Minutes August 12, 2013

- **Roll Call** Bruce Cannon, Dave Cruitt, Jessie Durbin, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **Approval of Meeting Minutes**
 - Previous minutes of meeting was approved
- **Review Claims** Monthly payroll and claims from the County Bridge, County Highway, FASM, Co. MFT, Local Bridge, Township Construction, Township MFT accounts were reviewed and signed by committee members
 - Committee recommended approval of claims
- **New Business:**
 - Joint agreement with IDOT on funding for Henton Bridge engineering
 - Committee recommended approval
 - Agreement with HLR for Henton Bridge engineering
 - Committee recommended approval
 - Tire Collection Day occurred on July 30th
 - FEMA submitted paperwork and would let me know if approved in near future: submitted bridge for \$317k; tankcars for \$42k; and debris cleanup for \$1.9k. Bridge funding is based on reimbursement of expenses – fronting the money will be difficult due to revenue from MFT on monthly basis.
 - Another Dept of Labor and Industrial Hygiene surprise inspection occurred on July 13th
 - Met with Gina Vonderheide to go over all legal issues/potential lawsuits
 - IDOT informed me of 2 bridge closures – Rose Township; County Highway 30 bridge (Towbruff). This County Bridge to be let for bid in November. Will recommend pipe for Rose Township bridge.
 - Committee recommended asking County Board approval to proceed with replacing Rose Bridge with pipe at the August 14th meeting
 - Marty Reider's doctor's appointment on August 7th – no change in disability – can work light duty but we don't have any.
 - County Highway a/c quit working – had it replaced after reviewing options by Macari's for \$3600
 - Clarksburg township rrxing and bridge construction projects approved by IDOT
 - Enbridge Pipeline request for road information
- **Old Business:**
 - Notified of contaminated soil in Village of Herrick – State's Attorney is contacting an environmental lawyer for review
 - Ash Grove Highway Commissioner has requested bridge 3037 to be replaced
 - Lawsuit on Clarksburg Blacktop – Greg Williams accident
 - Have updated cost estimates for upgrading Oconee road and for Assumption Road
 - Start review of Bridge priorities – Maps distributed to Hwy Commissioners
 - Notified of contaminated soil in Village of Findlay – gave copy to State's Attorney
- **Adjournment:** Next meetings scheduled for September 6th and 9th

ROAD & BRIDGE COMMITTEE

Meeting Minutes

August 9th , 2013

- **Roll Call** in alphabetical order: Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
 - Committee members took a road trip to review progress:
 - IDOT required closed bridge on County Highway 30
 - IDOT required closed bridge in Rose township
 - Closed bridge in Ash Grove Township that is scheduled for replacement
 - Neoga Road bridge construction
 - Brush removal along County Highway 25
 - IDOT approved completed Clarksburg Bridge
 - IDOT approved completed railroad crossing in Clarksburg Township
- **Adjournment:** Next meeting scheduled for August 12th, 2013

Insurance Mtg Aug 14, 2013

Attending: Randy Biehl - Shelbyville
Insurance Agent for Co.

Kay Kearney, Dave Pruitt, Richard Hayden,

New insurance

- ① Waiting period not past 90 days for new line. 1st of Month following 60 days.
- ② Employees cannot pay over 9% of Income toward insurance
- ③ Full time 30 hrs per week - per month Avg..
- ④ Will be on W-2 form whether employee take insurance.

FILED

AUG 14 2013

Jessica Fox
SHELBY COUNTY CLERK

STATE OF ILLINOIS
FOURTH JUDICIAL CIRCUIT

IN THE MATTER OF THE)
APPOINTMENT OF THE)
PUBLIC DEFENDER FOR)
SHELBY COUNTY, ILLINOIS)

ADMINISTRATIVE ORDER NO. 2013-14

WHEREAS, the Circuit Judges of the Fourth Judicial Circuit Court have appointed Attorney Robert J. Swiney as Public Defender of Shelby County, for the period from September 1, 2013, through August 31, 2014; and

WHEREAS, the Chief Judge has administrative authority to establish the terms and conditions under which the Public Defender shall perform his duties of office.

WHEREFORE, IT IS HEREBY ORDERED that the terms and conditions under which the Public Defender in Shelby County shall perform his duties of office are as follows:

I. DESCRIPTION OF SERVICES

A) The Public Defender shall represent those individuals who are designated by the Court to receive the service of the Public Defender's Office of Shelby County. The Public Defender shall be available to represent said individuals at all times that court is in session in Shelby County. Should a conflict of interest in representation of a defendant arise, the Public Defender's Office shall petition the court to withdraw from said representation.

II. TERM AND TERMINATION

A) The term of this Order shall be from September 1, 2013, to August 31, 2014. It is further provided that this Order shall be subject to termination upon cancellation of the appointment by a majority of the Circuit Judges of the Fourth Judicial Circuit with or without cause. Upon termination or cancellation, all rights and duties of the Public Defender and of Shelby County under this Order shall cease to exist.

B) It is further provided that this Order shall be subject to termination by the Public Defender upon the tendering of a written resignation of providing 60 days notice of such termination to the necessary parties. After the completion of this notice period, all rights and duties of the Public Defender and of Shelby County under this Order shall cease to exist.

C) The Public Defender must apply for reappointment by written notification to the Chief Judge of the Fourth Judicial Circuit and to the Circuit Judges residing in Shelby County at least 90 days prior to the termination of this Order. In the event the Public Defender is reappointed by the Chief Judge, such renewal shall be for a period of one year.

III. COMPENSATION AND EXPENSES

A) For the purpose of compensation, the Public Defender of Shelby County shall be considered to be an employee of Shelby County at a salary based on a rate of \$86,000.00 per twelve month year, contingent upon the State of Illinois paying 66 2/3% of the public defender salary as set forth in 55 ILCS 5/3-4007; or \$79,500.00 per twelve month year contingent upon the State of Illinois paying 26.7% of the public defender salary. In the event the State does not pay such amounts, then the salary of the Public Defender and other terms of the position shall be renegotiated.

B) In the event the Public Defender deems it necessary to employ the services of a private investigator, licensed physician, psychologist, psychiatrist, or other expert witness during the course of representation of persons pursuant to the Order, the Public Defender must first apply to the Circuit Court for approval of such employment by written Motion in said case with copy to the State and can employ such persons only after judicial approval is obtained. After such approval is obtained, the Public Defender shall not be liable for payment of such services or expenses related directly thereto, but payment, pursuant to submission of a proper bill, voucher and Order of the Circuit Court, shall be made by Shelby County.

C) Shelby County shall assume all witness fees, Sheriff's Department services of process fees and costs, summons and subpoena costs.

D) Clerical and office expenses incurred shall be in accordance with the budget appropriation approved by the Shelby County Board.

IV. OUTSIDE SERVICES


A) This Order and payment hereunder does not encompass appointment by the Court for representation of defendants remanded to the Illinois Department of Corrections or to a similar correctional institution for the purpose of proceedings of the following nature:

- i. Pursuit of appeals beyond the perfection of appeal by preparation and filing of Notice of Appeal, Docketing Statement, and related notices.
- ii. Pursuit of any federal remedy of a post-conviction or civil rights nature.

B) This Order and payment hereunder does not encompass appointments by the Court to represent any person on any case on appeal, in the Appellate or Supreme Court in any phase of similar or related proceedings.

Dated: August 19, 2013

ENTER:

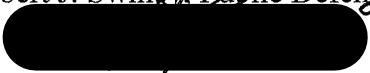


Chief Judge, Fourth Judicial Circuit

ACCEPTED:



Robert J. Swiney, Public Defender



Chairman
Shelby County Board

2013-36

RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE STEWARDSON FIRE PROTECTION DISTRICT

WHEREAS, the STEWARDSON FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district located within the Counties of Shelby and Effingham, State of Illinois, each with a population of less than three million and

WHEREAS, 70 ILCS 705/4 (4) (B), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and


WHEREAS, there have been trustees appointed for the said fire protection district and the present term of MARVIN DEBOLT will expire on the first Monday in May, OF THIS YEAR, and it is necessary to appoint a successor, and

WHEREAS, the said trustee has consented to serve another term as trustee, and


WHEREAS, the Chairman of the County Board has appointed MARVIN DEBOLT to serve a full three year term as trustee commencing the first Monday in May, 2013, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of MARVIN DEBOLT to serve as Trustee for the STEWARDSON Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 14 day of August, 2013.


Chairman, Shelby County Board

ATTEST:


County Clerk

APPOINTMENT OF TRUSTEE FOR
THE STEWARDSON FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (4) (B), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint MARVIN DEBOLT as Trustee for the **STEWARDSON FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2013, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 14 Day of August 2013




Chairman, Shelby County Board


IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

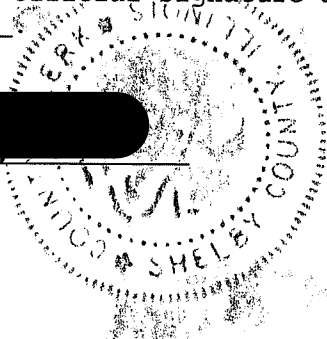
IN THE MATTER OF)
THE STEWARDSON FIRE PROTECTION DIST) NO. 66-17

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that MARVIN DEBOLT was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE STEWARDSON FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2013, and that said appointment was approved by the County Board of Shelby County on the 14th day of August, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 14th day of August, 2013


County Clerk



IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF
STEWARDSON FIRE PROTECTION
DISTRICT

No. 66-17

FILED

AUG 05 2013


Jessie Toye
SHELBY COUNTY CLERK


TRUSTEE'S BOND


KNOW ALL MEN BY THESE PRESENTS, that we, MARVIN DEBOLT as Principal,
and Larry Syfert and MICHAEL J KESSLER as sureties,
of the County of Shelby and State of Illinois, are bound to the People of the
State of Illinois in the penal sum of Five Hundred Dollars (\$500.00).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said principal,
who has been appointed a member of the Board of Trustees of STEWARDSON FIRE
PROTECTION DISTRICT, faithfully discharges the duties of his office according
to law and does all acts which at any time may be required of him by law, then
this obligation is void; otherwise it remains in full force and effect.

WITNESS our hands and seals this 23 day of May, 2013.


Principal

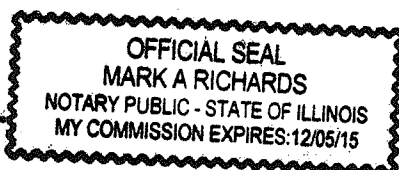

Surety



Surety

STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

I, the undersigned, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that MARVIN DEBOLT and LARRY SYFERT
and MICHAEL KESSLER, personally known to
me to be the same persons whose names are subscribed to the fore-going
instrument, appeared before me this day in person and acknowledged that they
signed, sealed and delivered the said instrument as their free and voluntary
act, for the uses and purposes therein set forth.



May GIVEN under my hand and Notarial Seal this 23 day of
May, 2013




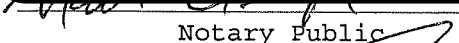

Notary Public

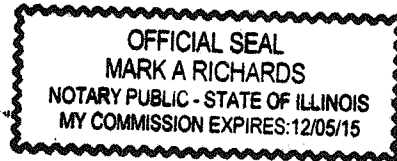
OATH OF OFFICE


I, MARVIN DEBOLT, do solemnly swear that I will faithfully perform the duties of a Trustee of the STEWARDSON Fire Protection District, and that I will do and perform all acts required of me by law to the best of my ability.

DATED this 23 day of May, 2013. 


SUBSCRIBED AND SWORN TO before me
this 23 day of May, 2013



Notary Public



BOND APPROVED: 

Chairman, Shelby County Board

Bruce Cannon

Shelby County Treasurer
Monthly Report of Investments
1-Aug-13
Bank Balance: \$26,660,091.71

Passbooks, Money Markets,
& Certificates of Deposits

Checking & Cash

\$ 640,722.56	MMD		
\$ 1,244,605.08	MMD	General Fund	\$ 2,000.00
\$ -			
\$ -		County Payroll Clearing	\$ 35,540.88
\$ -			
\$ -		Section 105 Claims	\$ 2,000.00
\$ -			
\$ 14,843.70	PB	County Health Fund	\$ -
\$ 126,055.98	CD		
\$ 20,305.78	MMD	County Health-TB	\$ -
\$ 37,731.28	MMD		
\$ 51,091.89	MMD	Animal Control Fund	\$ -
\$ 23,488.20	MMD		
\$ 75,125.45	PB	Ambulance Fund	\$ -
\$ 152,673.27	MMD		
\$ 951,912.52	MMD	Mental Health Fund	\$ -
\$ -			
\$ 1,210,037.46	PB	IMRF Fund	\$ -
\$ -			
\$ 181,984.22	PB	Social Security Fund	\$ -
\$ 54,619.15	CD & MMD		
\$ 37,398.43	PB	Indemnity Fund	\$ -
\$ -			
\$ 2,814.12	PB	Court Security Fund	\$ -
\$ -			
\$ 83,087.85	MMD	County Bridge Fund	\$ -
\$ -			
\$ 38,444.32	PB	County Highway Fund	\$ -
\$ -			
\$ 22,610.47	MMD	FASM Fund	\$ -
\$ -			
\$ 479,247.00	MMD	County Motor Fuel Tax Fund	\$ -
\$ -			
\$ 8,340.21	PB	Tourism Fund	\$ -
\$ 97,506.37	CD & MMD		
\$ 282,713.31	PB	Probation Fund	\$ -
\$ 55,000.00	CD & MMD		
\$ 46,464.36	PB	Assist Court Fund	\$ -
\$ -			
\$ 758.76	PB	Law Library Fund	\$ -
\$ -			
\$ 76,132.76	PB	Automation Fund	\$ -
\$ -			
\$ 139,983.06	PB	Recording Fund	\$ -
\$ -			
\$ 8,279.51	PB	Drug Traffic Fund	\$ -
\$ 65,290.91	CD		
\$ 18,233.50	MMD	Airport Fund	\$ 996.25
\$ 242,441.01	CD & MMD		
\$ 676,078.11	MMD	Home Nursing Fund	\$ -
\$ -			
\$ -		W.I.C. Fund	\$ 11,989.91
\$ -			
\$ 101,146.11	MMD	Local Bridge Fund	\$ -
\$ -			
\$ -		Township Bridge Fund	\$ 22,577.33
\$ -			
\$ -		Township Construction Fund	\$ 369.13

\$ -	MMD		
\$ 1,295,537.35	MMD	Township Motor Fuel Tax	\$ -
\$ -			
\$ 1,149.69	PB	Estate Tax Fund	\$ -
\$ -			
\$ 276,270.31	PB	Minor Unknown Heirs Fund	\$ -
\$ -			
\$ 1,114.01	PB	Probation Drug Testing	\$ -
\$ 42,534.37	MMD		
\$ 162,788.85	PB	Drainage Fund	\$ 2,000.00
\$ -			
\$ 42,314.56	PB	Document Storage Fund	\$ -
\$ 82,208.74	MMD		
\$ 25,503.92	PB	Misc County Health Fund	\$ -
\$ 27,048.12	MMD		
\$ 5,592.15	PB	Litigation Fund	\$ -
\$ 208,588.93	CD		
\$ 232,034.17	PB	Revolving Loan Fund	\$ -
\$ -			
\$ 13,630.89	PB	Victim Impact Panel Fund	\$ -
\$ -			
\$ 771.10	PB	States Attorney Forf Fund	\$ -
\$ -			
\$ 10,656.58	PB	Rescue Squad Fund	\$ -
\$ -			
\$ 19,403.96	PB	DUI Equipment Fund	\$ -
\$ -			
\$ 229,354.51	PB	GIS Fund	\$ -
\$ -	CD		
\$ -	PB	Capital Improvement Fund	\$ 320,985.37
\$ -			
\$ -		Pet Population	\$ 15,967.13
\$ -			
\$ -	MMD	EMA Special Fund	\$ 50,499.04
\$ -			
\$ -	PB	SA Automation Fund	\$ 480.03
\$ -			
\$ -	PB	Drug Court Fund	\$ 401.46
\$ -			
\$ -		County Health Petty Cash	\$ 135.64
\$ -			
\$ -		Probation Petty Cash	\$ 50.00
\$ -			
\$ -		County Treasurer Cash	\$ 5,000.00
\$ -			
			\$ 10,414,661.09

County Collector Accounts

Shelby County State Bank-Checking	\$ 200.00
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 32,436.22
First National Bank of Assumption	\$ 94,454.37
Community Banks of Shelby County-Cowden	\$ 472,936.25
Shelby County State Bank-Strasburg	\$ 438,425.48
First Federal Savings & Loan-Shelbyville	\$ 288,737.88
Busey Bank-Real Estate Tax Trust Account	\$ 2,387.12
Shelby County State Bank-Shelbyville-Money Market	\$ 7,100,266.32
Busey Bank-Money Market	\$ 4,449,834.24
Ayars State Bank-Moweaqua	\$ 626,041.33
Shelby County State Bank-Findlay	\$ 394,236.78
First National Bank of Pana	\$ 302,236.84
Peoples Bank of Pana	\$ 333,180.39
Prairie National	\$ 455,713.56
Shelby County State Bank-Windsor Branch	\$ 485,097.22
Dewitt Federal Savings & Loan-Moweaqua	\$ 236,506.56
Sigel Community Bank	\$ 284,447.19
Shelby County State Bank-Moweaqua	\$ 133,604.75
Illinois Epay	\$ 114,488.12
	\$ 16,245,430.62

CERTIFICATE OF DEPOSITS
August 1, 2013

1

General Fund(001) Community Banks of Shelby County-MMD# 390 .15% Interest	 <u>\$ 640,722.56</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390 .15% Interest	 <u>\$ 37,731.28</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390 .15% Interest	 <u>\$ 23,488.20</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390 .15% Interest	 <u>\$ 152,673.27</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390 .15% Interest	 <u>\$ 9,619.15</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390 .15% Interest	 <u>\$ 97,506.37</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390 .15% Interest	 <u>\$ 117,441.01</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390 .15% Interest	 <u>\$ 82,208.74</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 7/28/2013 .20% Interest	 <u>\$ 126,055.98</u>

2628

CERTIFICATE OF DEPOSITS
August 1, 2013

2

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 8/9/2013 .20% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 10/15/2013 .20% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 8/15/2013 .30% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .10% Interest	\$ <u>208,588.93</u>
Airport(022)	\$ <u>65,290.91</u>
 TOTAL	 \$ <u>1,786,326.40</u>

262C