

February 4, 2009

SHELBY COUNTY BOARD MEETING AGENDA

February 11, 2009 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. M, Y, B & K CPA's Auditor Robin Yockey – Audited Financial Report 8/31/2008
5. Robert Jordan, Chairman Farm Committee – County Farm Lease Renewal
6. County Highway Engineer Alan Spesard – Highway Engineer's Report
7. Zoning Administrator Dennis Harris – Zoning Report
8. County Clerk Kathy Lantz – Approval of Consolidated Election Judges
9. Committee Reports
10. Chairman Brooks Updates
11. Chairman Brooks Appointments
12. Correspondence
13. Public Body Comment
14. Adjournment

COFFEE: Jury Room B - 8:30 A. M.

REMINDERS: Please silence cell phones during the Board meeting.

Elected Officials and County Board Members – bring your completed Statement of Economic Interest Form and file in the County Clerk's Office, if you haven't done so.

SHELBY COUNTY BOARD MEETING

February 11, 2009 – 9:00 A.M.

The Shelby County Board met on Wednesday, February 11, 2009, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Paul Brooks called the meeting to order and all present recited the Pledge of Allegiance.

The Clerk called the roll. Richard Reynolds was absent.

Minutes for the January 14, 2009 Board meeting were presented for approval.

MOTION: Norma Stewart made motion to approve the minutes of the January 14, 2009 Board meeting as presented.
Dale Wetherell seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Robin Yockey, Certified Public Accountant and partner of the firm Mose, Yockey, Brown and Kull, LLC, addressed the Board to present the County's audit report for the fiscal year (FY) ending August 31, 2008. Mrs. Yockey explained there were three components of the audit 1) the financial, 2) internal controls and 3) federal compliance. Each component of the audit requires an opinion that is noted in the audit. Drawing the Board's attention to the management discussion and analysis reports, Mrs. Yockey noted Shelby County's financial highlights. The highlights are the County's management report of items felt significant to include. Fund Financial Statements provide an entity wide look at the county's finances but provide detail of the County's General Fund and major Special Revenue Funds. Mrs. Yockey stated that assets increased from FY 07 to FY 08 from \$15,910,365.00 to \$18,060,298.00. Mrs. Yockey informed the Board that the County wide long term debt was \$66,230.00, stating that this was a very low amount of debt. It was noted that expenditures exceeded the budgeted amounts in the Airport and Rural Transportation Special Revenue Funds. Additional grant funds were received in both funds and the budgets were not amended to reflect the disbursement of the grant funds. It is recommended that the County amend the annual budget as necessary to reflect this. Shelby County was determined to be a low-risk auditee.

County Farm Committee Chairman Robert Jordan addressed the Board and presented the County Farm Lease Agreement for a one-year renewal. Mr. Jordan reported that there were no changes in the agreement.

MOTION: Glenn R. "Dick" Clark made motion to approve the County Farm Lease Agreement extension as presented.
Robin Robertson seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard presented for approval the Preliminary Engineering Services Agreement between Shelby County and Hampton, Lenzini and Renwick, Inc. for the Bridge (#087-3035) project over Robinson Creek. Estimated cost is \$600,000.00.

MOTION: Jim Warren made motion to approve the Preliminary Engineering Services Agreement between the County and Hampton, Lenzini and Renwick, Inc. for the Bridge (#087-3035) project as presented.
John "Jack" Roessler seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Mr. Spesard presented for approval the Local Agency Agreement for Federal Participation between the State and Shelby County for 80% of the engineering costs for the Bridge (#087-3035) project over Robinson Creek.

MOTION: Dale Wetherell made motion to approve the Local Agency Agreement for funding of the engineering costs for the Bridge (#087-3035) project over Robinson Creek as presented.
Robert Jordan seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Mr. Spesard presented for approval the Preliminary Engineering Services Agreement between Shelby County and IE Consultants, Inc. for the Bridge (#087-3302) project over Becks Creek. Estimated cost is \$600,000.00.

MOTION: Fred Doerner made motion to approve the Preliminary Engineering Services Agreement between the County and IE Consultants, Inc. for the Bridge (#087-3302) project as presented.
Larry Lenz seconded the motion.

VOTE: All voted aye by voice and the motion carried.

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Continuing, Mr. Spesard presented for approval the Local Agency Agreement for Federal Participation between the State and Shelby County for 80% of the engineering costs for the Bridge (#087-3302) project over Becks Creek.

MOTION: Fred Doerner made motion to approve the Local Agency Agreement for funding of the engineering costs for the Bridge (#087-3302) project over Becks Creek as presented.
Glenn R. "Dick" Clark seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Mr. Spesard requested approval for a 50/50 Petition to replace a bridge deck (#087-3231) over Becks Creek in Prairie Township. Estimated cost to repair is \$5,000.00. Cost share is to be shared equally between the County and Prairie Township.

MOTION: Robert Amling made motion to approve the Petition to repair a bridge deck (#087-3231) in Prairie Township at an estimated cost of \$5,000.00 as presented.
Barbara Bennett seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Ending his report, Mr. Spesard gave the Board some highlights and updates on the work in the County Highway Department.

Zoning Administrator Dennis Harris updated the Board on the activities of the Zoning office. Mr. Harris highlighted the Zoning monthly report. Mr. Harris stated that new legislation was proposed by Senator Jim Clayborne to require future installations of manufactured and mobile homes to rest wholly on a permanent foundation unless in a mobile home park. State's Attorney Allan Lolie prepared a Board Resolution in support of the proposed legislation, Senate Bill 0078, known as the Manufactured Home Installation Act.

MOTION: Glenn R. "Dick" Clark made motion to approve Mr. Lolie's Board Resolution in support of Senate Bill 0078 known as the Manufactured Home Installation Act.
Fred Doerner seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Election Authority Kathy A. Lantz addressed the Board regarding Judges of Election for the Consolidated Election to be held on April 7, 2009. The County Board may select three judges (from the five appointed judges) to serve at the Consolidated Election. Mrs. Lantz requested approval to use three judges in each precinct and presented the Election Judges chosen to work the Consolidated Election.

MOTION: Norma Stewart made motion to approve the use of three Election Judges in each of the precincts and approve the Judges chosen to work the Consolidated Election as presented.
Barbara Bennett seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Chairman Brooks called for Committee Reports.

Richard Hayden, Chairman of the Law Enforcement Committee, stated the computer panel project in the Detention Center is progressing. Also, as Chairman of the Solid Waste Committee, Mr. Hayden presented the Solid Waste five-year update for approval.

MOTION: Robert Amling made motion to approve the Solid Waste five-year update as presented.
Robin Robertson seconded the motion.

VOTE: All voted aye by voice and the motion carried.

At this time, Chairman Brooks requested the following appointments.

Planning Commission appoints Dennis Fisher.

Joint Committee of the Shelby County Board and Illinois Landowners Association appoints Paul Brooks, Chairman, Roger Pauley and Bruce Cannon.

Grievance Committee appoints Barbara Bennett, Jesse Durbin and re-appoints Dick Clark.

Zoning Board of Appeals re-appoints William Kroenlein.

Court Emergency Planning appoints Joe Sims.

MOTION: Robert Jordan made motion to approve the Chairman's appointments as presented.
Jim Warren seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Shelby County Board Meeting
February 11, 2009

Chairman Brooks stated that there will be a Zone III meeting of the Illinois Association of County Board Members and Commissioners on Saturday, March 7, 2009. Anyone interested may see Chairman Brooks for more information. Presenting a Proclamation from Whitney Hardy, Shelby County Lincoln Heritage, Inc., Chairman Brooks requested the Board approve proclaiming February 12, 2009 as Abraham Lincoln Day.

MOTION: Glenn R. "Dick" Clark approved the Abraham Lincoln Day Proclamation as presented.
Jim Warren seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Ending his updates and correspondence report, Chairman Brooks stated that the Shelby County Dive Team would be honored at the Heartland Heroes Banquet on Wednesday, March 25th in Decatur, Illinois, as a recipient of the Red Cross *Save a Life Valor Award* for outstanding public service. Chairman Brooks congratulated Chief Scott Enkoff and the other Dive Team members for the outstanding work they do for the citizens of Shelby County.

Chairman Brooks called for Public Body Comment.

At this time, Health Administrator Steve Melega gave the Board some updates on the IEPA sewage permits stating that new legislation House Bill 0170 amends the Private Sewage Disposal Licensing Act and Code. This legislation would require National Pollution Discharge Elimination Systems permits for surface discharging private sewerage disposal systems. Stating the financial hardship and public health threat on citizens and the loss of economic growth in the County, Mr. Melega is very concerned with the proposed legislation.

MOTION: Larry Lenz made motion for the Board to send a letter to the Environmental and Energy Committee membership requesting their opposition of House Bill 0170.
Dale Wetherell seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Mr. Hardy updated the Board on the progress of the Thornton statuary. There will be a Shelby County Lincoln Heritage, Inc. fundraiser tomorrow at the Courthouse Inn, sponsored by the owner, Martha Mars. Mr. Hardy publically thanked Mrs. Mars for sponsoring the event.

There was no further business to come before the Shelby County Board.

MOTION: Glenn R. "Dick" Clark made motion to assess mileage and per diem for the February meetings, to pay the bills and payroll as approved by the Committees and adjourn until the next regular meeting to be held on March 11, 2009.
Fred Doerner seconded the motion.

VOTE: All voted aye by voice, motion carried and the meeting was adjourned at 10:10 A.M.


Kathy A. Lantz
Shelby County Clerk and Recorder

STATE OF ILLINOIS **ROLL CALL VOTES IN COUNTY BOARD**

SHELBY COUNTY

February 11, 2009 SESSION

		ROLL CALL			QUESTIONS									
			2/11/2009	2/11/2009	ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		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	✓											
29	BROOKS, PAUL		✓											
45	CANNON, BRUCE	26	✓											
133	CLARK, GLENN "DICK"	12	✓											
25	DOERNER, FRED		✓											
214	DURBIN, JESSE	12	✓											
490	FRAZIER, GEORGE		✓											
177	HAYDEN, RICHARD	44	✓											
193	JORDAN, ROBERT N.	31	✓											
206	LENZ, LARRY	26	✓											
457	PAULEY, ROGER	18	✓											
458	REYNOLDS, RICHARD JR.	32	<i>W</i>											
181	ROBERTSON, ROBIN		✓											
148	ROESSLER, JOHN JACK	12	✓											
221	SIMS, TERRY JOE	24	✓											
137	STEWART, NORMA J.	52	✓											
46	STROHL, DON	45	✓											
329	WARREN, JAMES	28	✓											
44	WETHERELL, DALE	46	✓											

**SHELBY COUNTY, ILLINOIS
ANNUAL FINANCIAL REPORT
YEAR ENDED AUGUST 31, 2008**

MYB&K

MOSE, YOCKEY, BROWN & KULL, LLC

Certified Public Accountants

LEASE AGREEMENT

THIS LEASE made and entered into this 13th day of February, 2008, by and between the County of Shelby, State of Illinois, Landowners, represented by Robert Jordan, Jesse Durbin and Larry Lenz, County Board members and County Farm Committee members, and Jim W. Hampton, R. R. 3, Shelbyville, Illinois 62565, Tenant.

The Landowner rents and leases to the Tenant, for agricultural purposes only, the following described REAL ESTATE, to-wit;

The Northeast Quarter (NE 1/4) of Section Four (4), and the West Half of the Northwest Quarter (NW 1/4) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 205 acres of tillable ground.

LENGTH OF TENURE: The term of this lease shall begin on **MARCH 1, 2008** and shall continue until **FEBRUARY 28, 2009**.

EXTENT OF AGREEMENT: Terms of this lease shall be binding on the heirs, executors, administrators, assigns or agents, for both Landowner and Tenant, in the same manner as upon the original parties.

RENT: The Tenant shall pay to the Landowner \$140.00 per acre, or \$28,700.00, in two (2) equal payments of \$14,350.00. The first payment is due on April 2, 2008 but not later than April 30, 2008. The second payment is due on November 1, 2008 but no later than November 30, 2008. Failure to make either payment by the deadline is grounds for termination of the lease.

COSTS:

1. The Landowner agrees to pay up to two-thousand dollars (\$2,000.00) per year for necessary limestone; however, the Landowner shall have the right to have the aforementioned real estate tested to determine whether or not limestone is necessary.
2. The Tenant specifically agrees to pay for any and all types of fertilizer, herbicides, and seed. The Tenant also agrees to keep the cemetery, roadside, and waterways properly mowed.

LANDOWNER AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:

1. The above described farm, including the fixed improvements thereon.
2. Materials the Landowner deems necessary for repairs and improvements on the above described farm.
3. Skilled labor employed in making permanent improvements.

TENANT AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:

1. All machinery, equipment, power and labor necessary to farm the premises properly.

2. Labor, except skilled labor, required for repairs and improvements.

TENANT'S DUTIES IN OPERATING THE FARM;

1. To keep the farm neat, and to prevent any unnecessary waste, or damage to the property.
2. Not to allow noxious weeds to go to seed on said premises but to destroy same; to cut all weeds, sprouts and brush in fence rows and on roads adjoining as often as needed each year without charge to the Landowner for labor.
3. To investigate and repair any broken tile and keep outlets open; repair breaks in open ditches. Tenant shall not plow or disk through grass waterway, or other low places that will permit open ditches eroding across fields.
4. Not to burn corn stalks, cobs, straw or other residue grown on the farm, nor to remove any hay, cobs or straw or other residue, except by agreement.
5. To clip small grain stubble and to prevent noxious weeds from going to seed.
6. Not to permit tramping of rotation fields by livestock in wet weather when the soil is soft, and to prevent rooting by hogs.
7. The Tenant agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures, and arrangements as are worked out with the Landowner or his Agent, for the best interest of all concerned.
8. Not to assign this lease to any person or persons or sublet any part of the premises without the consent of the Landowner.

ADDITIONAL AGREEMENTS:

1. Tenant is not to erect or permit to be erected upon said premises, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landowner, nor to purchase any materials or incur any expenses for the account of the Landowner without his approval and will not make a claim for labor at any time unless Landowner has given written permission at a previous date.
2. Tenant is not to add electrical wiring, plumbing or heating without written permission of the Landowner, and when same is given such is to pass inspection of both power and insurance companies. Said additions shall immediately become part of the property against which the Tenant will have no further claim unless otherwise agreed in writing.
3. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landowner together with the full right, liberty and land room to them, to enter upon the premises and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landowner, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he

may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

4. Landowner shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair nor for any failure to repair or alter or replace any buildings or improvement.

5. Tenant takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents to himself, his family, his employees, or agents in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements.

RIGHT OF ENTRY: The Landowner or his agent shall be entitled to free access to the premises at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landowner or his agent shall be entitled to fall plow, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.

LANDOWNER'S LIEN:

The Landowner's lien provided by law shall be the security for the rent herein specified.

If the Tenant shall, from any cause, fail to comply with all his agreements herein, the Landowner may at any time when such failure occurs after giving three days written notice of his intention to do so, take active possession of said premises and buildings thereon which the Tenant agrees to surrender, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant.

If the Tenant shall fail to pay the cash rent and advances, or account for the share rent as herein stipulated or shall fail to keep any of the agreements of this lease, all costs and attorneys fees of the Landowner in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.

YIELDING POSSESSION: The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the premises to the Landowner without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted.

IN WITNESS WHEREOF, we affix our signatures this, the 13th day of February, 2008.

COUNTY OF SHELBY - COUNTY FARM COMMITTEE - Landowner

By 

[Redacted] - Tenant

COUNTY FARM COMMITTEE:

[Redacted], Chairman

[Redacted], Member

[Redacted], Member

ATTEST:

[Redacted]

Kathy A. Lantz
County Clerk of Shelby County

EXTENSION

This Lease extended from March 1, 2009
to February 28, 2009 Dated February 11, 2009

[Redacted] - Landowner

By _____

[Redacted] - Tenant

EXTENSION

This Lease extended from _____

to _____ Dated _____

-Landowner

By _____

- Tenant

PE Agreement
for
09-00268-00BR


TO: THE SHELBY COUNTY BOARD

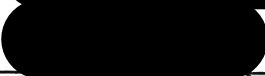
WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED

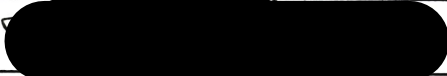
RESOLUTION _____
PETITION _____
AGREEMENT ✓

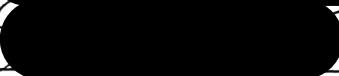
DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.


RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE











9. The undersigned certifies neither the ENGINEER nor I have:
- 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,
 - 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
 - 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.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - 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,
 - 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
 - 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 AGREEMENT

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 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY 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 reports, estimates and special provisions furnished by the ENGINEER shall be in accordance with 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.

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


Signature of Authorized Representative

Michael G. Berry, Executive Vice President
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number

1/30/09
Date

11/11/08

EXHIBIT A

RANGE OF DIRECT PAYROLL COSTS

<u>Classification</u>	<u>Regular Time</u>		<u>Overtime</u>	
	<u>From</u>	<u>To</u>	<u>From</u>	<u>To</u>
Principal	\$50.00	\$56.00	\$50.00	\$56.00
Engineer Specialist	48.50	50.00	48.50	50.00
Engineer 9	47.00	48.50	47.00	48.50
Engineer 8	45.00	47.00	45.00	47.00
Engineer 7	40.00	45.00	40.00	45.00
Engineer 6	35.00	40.00	35.00	60.00
Engineer 5	32.00	35.00	32.00	35.00
Engineer 4	31.50	32.00	31.50	32.00
Engineer 3	30.00	31.50	45.00	47.25
Engineer 2	27.00	30.00	40.50	45.00
Engineer 1	20.00	27.00	30.00	40.50
Technician 7	30.00	35.00	45.00	52.50
Technician 6	28.50	30.00	42.75	45.00
Technician 5	23.50	28.50	35.25	42.75
Technician 4	20.50	23.50	30.75	35.25
Technician 3	18.00	20.50	27.00	30.75
Technician 2	15.00	18.00	22.50	27.00
Technician 1	10.00	15.00	15.00	22.50
Clerical 2	19.00	25.00	27.00	37.50
Clerical 1	10.00	19.00	15.00	28.50
Accountant	20.00	27.00	30.00	40.50

11/11/08

EXHIBIT B

PAYROLL BURDEN AND FRINGE COSTS

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act	9.32
Medicare	2.47
State and Federal Unemployment Compensation	2.72
Workmen's Compensation Insurance	1.18
Paid Holidays, Vacations, Sick Leave	12.62
Employee-Established Pension Plans and Relocated Allocations	9.18
Group Insurance and Bonus	<u>25.90</u>
TOTAL PAYROLL BURDEN AND FRINGE COSTS	63.39

11/11/08

EXHIBIT C

OVERHEAD AND INDIRECT COSTS

	<u>% of Direct Productive Payroll</u>
Administration, including supervision (excluding salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement), secretarial, clerical, bookkeeping and library	22.63
Depreciation and Amortization	3.57
Insurance, including accident, liability, valuable papers	8.34
Taxes	0.70
Travel Expense not assigned to clients	13.78
Professional Services	4.48
Miscellaneous Business Expense	<u>24.68</u>
	78.18

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Hampton, Lenzini & Renwick, Inc.
Prime

DATE 01/29/09
PTB NO. _____

CONTRACT TERM
START DATE
RAISE DATE

12 MONTHS
7/1/2009
1/1/2010

OVERHEAD RATE 141.57%
COMPLEXITY FACTOR
% OF RAISE 3.00%

ESCALATION PER YEAR

<u>7/1/2009</u> - <u>1/1/2010</u>	<u>1/2/2010</u> - <u>7/1/2010</u>		
<u>6</u>	<u>6</u>		
<u>12</u>	<u>12</u>		

= 50.00%
= 1.0150

51.50%

The total escalation for this project would be: 1.50%

PAYROLL RATES

FIRM NAME Hampton, Lenzini & Ren DATE 01/29/09
 PRIME/SUPPLEMENT Prime
 PSB NO. _____

ESCALATION FACTOR 1.50%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$51.95	\$52.73
Engineer Specialist	\$50.43	\$51.19
Engineer 9	\$47.95	\$48.67
Engineer 8	\$46.15	\$46.84
Engineer 7	\$43.30	\$43.95
Engineer 6	\$37.99	\$38.56
Engineer 5	\$35.18	\$35.71
Engineer 4	\$33.00	\$33.50
Engineer 3	\$32.23	\$32.71
Engineer 2	\$28.23	\$28.65
Engineer 1	\$23.42	\$23.77
Technician 7	\$34.63	\$35.15
Technician 6	\$28.25	\$28.67
Technician 5	\$27.83	\$28.25
Technician 4	\$22.78	\$23.12
Technician 3	\$20.95	\$21.26
Technician 2	\$18.00	\$18.27
Technician 1	\$12.50	\$12.69
Clerical 2	\$23.50	\$23.85
Clerical 1	\$15.40	\$15.63
Accounting	\$27.00	\$27.41

AVERAGE HOURLY PROJECT RATES

FIRM Hampton, Lenzini & Renwick, Inc.
PSB
PRIME/SUPPLEMENT Prime

DATE 01/29/09

SHEET 1 OF 5

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			Route/Stream Survey		Drainage Report		Preliminary Design		PDR & Envmt Docs		Final Rdwy Plans					
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Hours	% Part.	Hours	% Part.	Hours	% Part.	Hours	% Part.				
Principal	4	1.20%	0.63														
Engineer Specialist	0																
Engineer 9	30	8.98%	4.37			6	16.67%	2	11.11%	8	28.57%	4	5.88%				
Engineer 8	4	1.20%	0.56										2.76				
Engineer 7	4	1.20%	0.53	4	4.76%	2.09											
Engineer 6	0																
Engineer 5	52	15.57%	5.56			20	55.56%	16	88.89%	16	57.14%	14	20.59%				
Engineer 4	14	4.19%	1.40										6.90				
Engineer 3	32	9.58%	3.13														
Engineer 2	14	4.19%	1.20									14	20.59%				
Engineer 1	0												5.90				
Technician 7	0																
Technician 6	32	9.58%	2.75	32	38.10%	10.92											
Technician 5	0			0													
Technician 4	84	25.15%	5.82	16	19.05%	4.40	22.22%	5.14				20	29.41%				
Technician 3	32	9.58%	2.04	32	38.10%	8.10							6.80				
Technician 2	16	4.79%	0.88									16	23.53%				
Technician 1	0												4.30				
Clerical 2	16	4.79%	1.14			2	5.56%	1.33		4	14.29%						
Clerical 1	0																
Accounting	0																
	0																
	0																
	0																
	0																
	0																
TOTALS	334	100%	\$30.01	84	100.00%	\$25.52	36	100%	\$34.41	18	100%	28	100%	\$37.72	68	100%	\$26.65

AVERAGE HOURLY PROJECT RATES

FIRM Hampton, Lenzini & Renwick, Inc.
PSB
PRIME/SUPPLEMENT Prime

DATE 01/29/09

SHEET 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Final Structure Plans			Final Plan Submittal			Project Administration			Unlabeled			Unlabeled			Unlabeled					
		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	52.73	2	3.23%	1.70																		
Engineer Specialist	51.19																					
Engineer 9	48.67	8	12.90%	6.28	2	7.69%	3.74	4	33.33%	16.22												
Engineer 8	46.84	0			0			0														
Engineer 7	43.95																					
Engineer 6	38.56																					
Engineer 5	35.71																					
Engineer 4	33.50																					
Engineer 3	32.71	16	25.81%	8.44	16	61.54%	20.13															
Engineer 2	28.65																					
Engineer 1	23.77																					
Technician 7	35.15																					
Technician 6	28.67																					
Technician 5	28.25																					
Technician 4	23.12	36	58.06%	13.43	4	15.38%	3.56															
Technician 3	21.26																					
Technician 2	18.27																					
Technician 1	12.69																					
Clerical 2	23.85				4	15.38%	3.67	6	50.00%	11.93												
Clerical 1	15.63																					
Accounting	27.41																					
TOTALS		62	100%	\$29.85	26	100%	\$31.10	12	100%	\$36.94	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

Joint agreement
for Engineering
09-00268-00BR

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION	_____
PETITION	_____
AGREEMENT	_____ ✓ _____

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		State Contract	Day Labor	Local Cont' X	RR Force Account
Section 09-00268-00-BR		Fund Type HBP		ITEP Number	
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-97-039-09	BROS-0173(164)		

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 Towbruff County Bridge Route CH 30 Length 800
 Termini 3 miles SE of Henton
 Current Jurisdiction Shelby County Existing Structure No 087-3035

Project Description

Bridge replacement over Robinson Creek

Division of Cost

Type of Work	BRP	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	22,174	(80)		()	5,544	(20)	27,718
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 22,174		\$		\$ 5,544		\$ 27,718

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

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

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share _____ 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 certify 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 documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

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) 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.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (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.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA


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

Number 1 Location Map



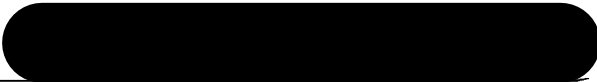
(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Paul Brooks
 Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.
 Signature 
 Date 02-23-09
 TIN Number 376002119

APPROVED

State of Illinois, Department of Transportation

 Gary Hammig, Acting Secretary of Transportation

 BY: Eric E. Hamm, Deputy Director of Highways 4/6/09
 Date

 Christine M. Reed, Director of Highways/Chief Engineer

N/A

Ellen J. Schanzle-Haskins, Chief Counsel

N/A

Ann L. Schneider, Director of Finance and Administration

PE Agreement
09-00267-00BR


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

Local Agency Shelby County Highway Department	 <p>Illinois Department of Transportation</p> <p>Preliminary Engineering Services Agreement For Federal Participation</p>	<p>C O N S U L T A N T</p>	Consultant IE Consultants, Inc.
County Shelby			Address 6420 South Sixth Street
Section 09-00267-00-BR			City Springfield
Project No.			State Illinois
Job No.			Zip Code 62712
Contact Name/Phone/E-mail Address Alan Spesard, PE 217-774-2721 shelbycohwy@consolidated.net			Contact Name/Phone/E-mail Address David Booher, PE, SE 217-529-8027 booher@ie-consultants.com

THIS AGREEMENT is made and entered into this 23rd day of February, 2009 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 CH 12 over Beck's Creek Route CH 12 Length 500' Structure No. 087-3302(Exist)

Termini 2.5 miles East and 3.5 miles south of Tower Hill IL on County Highway 12

Description Replacement of existing bridge with new Three span precast prestressed concrete deck beam bridge. Reconstruction of approach roadway as needed to complete bridge replacement.

Agreement Provisions

I. THE ENGINEER AGREES,

1. 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.
2. 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.
3. To complete the services herein described within 180 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 AGREEMENTS,

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 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY 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 required 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.

Exhibit A - Preliminary Engineering

Route: CH 12
 Local Agency: Shelby Co. Hwy. Dept.
 (Municipality/Township/County)
 Section: 09-00267-00-BR
 Project: _____
 Job No.: _____

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 1.342 %
 Complexity Factor (R) 0.00
 Calendar Days 180

Method of Compensation:
 Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Field Survey	Sur. Party Chief	32	\$34.48	\$1,103.36	\$1,480.71		\$234.00	\$408.62	\$2,992.69
Field Survey	Engr. Technician	32	\$18.28	\$584.96	\$785.02			\$198.65	\$1,568.62
Hydraulic Report	Ch. Struct. Engr.	8	\$50.80	\$406.40	\$545.39			\$138.01	\$1,089.80
Hydraulic Report	Staff Engineer	40	\$29.18	\$1,167.20	\$1,566.38			\$396.37	\$3,129.95
Project Report	Chief of Surveys	24	\$46.65	\$1,119.60	\$1,502.50			\$380.20	\$3,002.31
Project Report	Sr. Technician	8	\$29.62	\$236.96	\$318.00			\$80.47	\$635.43
Bridge Plans	Ch Struct. Engr	40	\$50.80	\$2,032.00	\$2,726.94			\$690.05	\$5,448.99
Bridge Plans	Sr. Technician	36	\$29.62	\$1,066.32	\$1,431.00			\$362.11	\$2,859.43
Bridge Plans	Engr. Technician	36	\$18.28	\$658.08	\$883.14			\$223.48	\$1,764.70
Roadway Plans	Dir. of Engrng.	40	\$50.79	\$2,031.60	\$2,726.41			\$689.91	\$5,447.92
Roadway Plans	Sr. Technician	36	\$29.62	\$1,066.32	\$1,431.00			\$362.11	\$2,859.43
Roadway Plans	Sr. Designer	36	\$33.20	\$1,195.20	\$1,603.96			\$405.88	\$3,205.04
Roadway Plans	Engr. Technician	36	\$18.28	\$658.08	\$883.14			\$223.48	\$1,764.70
Totals		404		\$13,326.08	\$17,883.60			\$4,559.33	\$35,769.01

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Shelby County Highway Department
CH 12 over Beck's Creek
Sec. 09-00267-00-BR

EXHIBIT C – IN-HOUSE DIRECT COSTS

Field Survey

Vehicle Cost: 4 days x \$45/day = \$180.00

Per Diem (Lunch Only): 4 days x 2 men x \$6.50 = \$52.00

Total = \$234.00

Joint Agreement
for Engineering
09-00267-00 BR


TO: THE SHELBY COUNTY BOARD

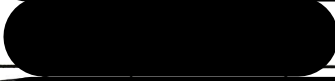
WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED

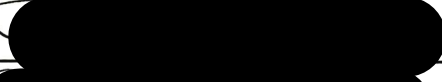
RESOLUTION _____
PETITION _____
AGREEMENT X


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		State Contract	Day Labor	Local Contract X	RR Force Account
Section 09-00267-00-BR		Fund Type HBP		ITEP Number	
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-97-038-09	BROS-0173(163)		

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 Oklahoma County Bridge Route CH 12 Length 800
Termini 4 miles SW of Tower Hill over Beck's Creek

Current Jurisdiction Shelby County Existing Structure No 087-3302

Project Description

Bridge Replacement over Beck's Creek

Division of Cost

Type of Work	BRP	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	28,616	(80)		()	7,154	()	35,770
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 28,616		\$		\$ 7,154		\$ 35,770

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

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

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share _____ 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 AGR.

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

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

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

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

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

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) Reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided billings contain sufficient 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) 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.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (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.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Paul Brooks
 Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.
 Signature [Redacted]
 Date 02-23-09
 TIN Number 376002119

APPROVED

State of Illinois Department of Transportation
 [Redacted]
 Gary Hannig, Secretary of Transportation
 [Redacted]
 By: William K. Frey, Deputy Director of Highways Date 4/14/10
 [Redacted]
 Christine M. Reed, Director of Highways/Chief Engineer 04-16-10

N/A

Ellen J. Schanzle-Haskins, Chief Counsel

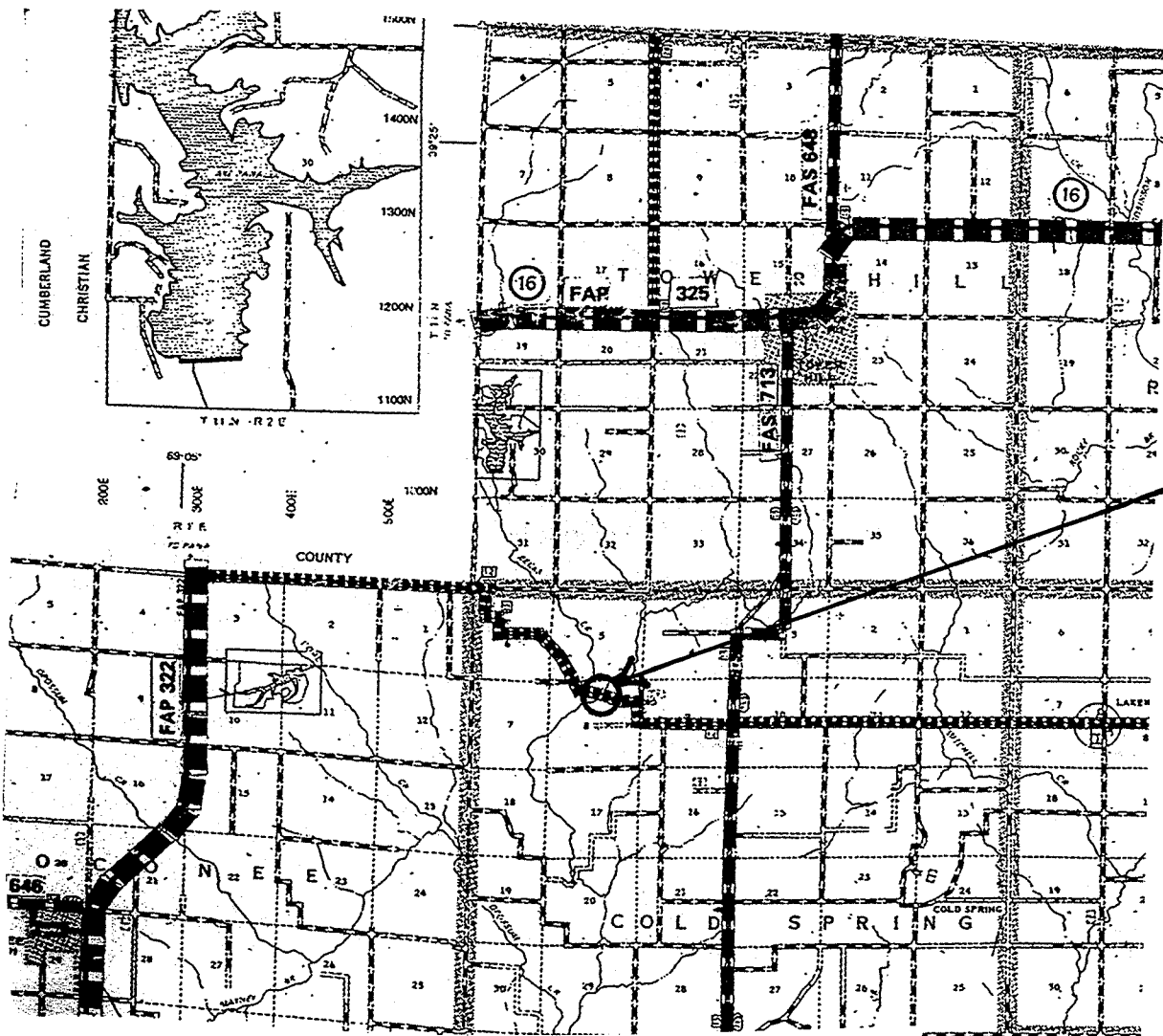
N/A

Ann L. Schneider, Director of Finance and Administration

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
087-3302



LOCATION MAP

ADDENDA 1
09-00267-00BR

Cold Springs
5/2/50

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____
PETITION X _____
AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[Redacted signature lines]

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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Cold Spring in said County, would respectfully represent that a Bridge Deck (#087-3231) needs to be replaced over the Beck's Creek where the same is crossed by the highway TR 373 at a point near SW 1/4, NW 1/4, Section 32; R3E; T10N; 3rd PM in said Road District, for which said work the Road District of Cold Spring is

responsible; and the cost of which work will be 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 6th day of February 2009



Highway Commissioner.

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

I, the undersigned Highway Commissioner of the Road District of Cold Spring 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.)

Mat'l =	\$3500
Labor, Equip. =	1500
	<u>5000</u>

and I do estimate that the probable cost of the same will be five thousand Dollars.

Witness my hand, this 6th day of February 2009



Highway Commissioner.

PETITION FOR COUNTY AID TO BUILD
OR REPAIR BRIDGE, CULVERT OR
DRAINAGE STRUCTURE

ROAD DISTRICT OF

Gold Spring

Shelby

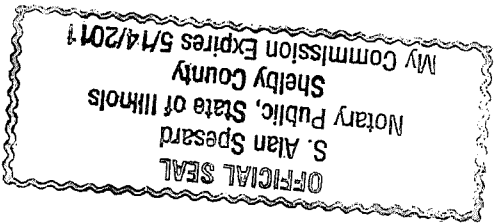
COUNTY, ILLINOIS

F I L E D
FEB 1 1 2009

Kathryn A. Slautz
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.



Subscribed and sworn to before me, this 6th day of February, 2009

Highway 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.

Five thousand _____ Gold Spring _____ being duly sworn, on oath says that

Donald Simpson _____ Highway Commissioner of said Road District of

Road District of Gold Spring

County of Shelby } ss.

STATE OF ILLINOIS,

January, 2009 Zoning Administration report to
the Shelby County board for their consideration

- (5) building permits issued.
- (3) new residence
- (1) accessory building
- (1) commercial building

There was one zoning violation complaint
investigated and is being corrected at this time.

There were three final inspections, (occupancy)
permits completed.

There were no rezoning, variance, or special
exception applications initiated.

Denny Harris
Zoning administrator

**Zoning Administration
Monthly Report
2009**

	January	February	March	April	May	June	July	August	September	October	November	Year Total
Building Permits												
Residence (Mobile, Modular, and Co	3											
Additions to Residence												
Accessory Buildings	1											
Grain Bins												
Commercial/Additions	1											
Billboard/Sign												
Zoning Applications												
Rezoning												
Special Exceptions												
Variances												
Sub Divisions Preliminary Plat Final Plat												
Fees Received	\$ 1,950.00	\$ 1,100.00	\$ 1,700.00	\$ 2,165.00	\$ 2,900.00	\$ 1,620.00	\$ 2,375.00	\$ 1,750.00	\$ 1,105.05	\$ 1,715.00	\$ 1,110.00	\$ 525.00
Last Year												\$ 16,965.05

RESOLUTION NO. 09-04

WHEREAS, the County of Shelby, State of Illinois, has an interest in furthering the goals of the Shelby County Zoning Ordinance; and

WHEREAS, Senate Bill 0078, cited as the Manufactured Home Installation Act, would require future installations of manufactured/mobile homes to rest wholly on a permanent foundation unless situated in a mobile home park.

NOW, THEREFORE, BE IT RESOLVED that the Shelby County Board supports this Senate Bill;

BE IT FURTHER RESOLVED that this resolution shall be forwarded by the County Clerk to the sponsor of said bill.

Duly adopted and approved this 11th day of February, 2009.



[Redacted signature]

Paul Brooks, Shelby County Board Chairman

[Redacted signature]

Kathy Lantz, Shelby County Clerk

Kathy A. Lantz
Shelby County Clerk & Recorder
301 East Main Street
Post Office Box 230
Shelbyville, IL 62565
Email shelbycc@consolidated.net
Phone (217) 774-4421 – Fax (217) 774-5291

Once again, I am requesting County Board approval regarding the Consolidated Election Judges.

The County Board may select three judges (from the five appointed judges) to serve at the Consolidated Election. Two judges must be affiliated with the first leading political party and one judge must be affiliated with the second leading party using the ratio established for each precinct when the judges were appointed.

At this time, I would like approval to use three judges in each precinct and to present the Election Judges chosen to work the Consolidated Election to be held on April 7, 2009.

MOTION & VOTE

2008 - 2009
ELECTION JUDGES
PARTY RATIO DETERMINATION

3 DEMOCRATIC - 2 REPUBLICAN

3 REPUBLICAN - 2 DEMOCRATIC

COLD SPRING ✓

HERRICK ✓

LAKESWOOD ✓

OKAW ✓

ROSE 1 ✓

SHELBYVILLE 2 ✓

SHELBYVILLE 3 ✓

SHELBYVILLE 4 ✓

SHELBYVILLE 5 ✓

SHELBYVILLE 6 ✓

SHELBYVILLE 7 ✓

TODDS POINT ✓

TOWER HILL ✓

WINDSOR 1 ✓

WINDSOR 2 ✓

ASH GROVE ✓

BIG SPRING ✓

CLARKSBURG ✓

DRY POINT ✓

FLAT BRANCH ✓

HOLLAND ✓

MOWEAQUA 1 ✓

MOWEAQUA 2 ✓

OCONEE ✓

PENN ✓

PICKAWAY ✓

PRAIRIE ✓

RICHLAND ✓

RIDGE ✓

ROSE 2 ✓

RURAL ✓

SHELBYVILLE 1 ✓

SIGEL ✓

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR DOUGLAS P. SCOTT, DIRECTOR

FIVE YEAR MUNICIPAL WASTE MANAGEMENT PLAN UPDATE

The Agency has prepared this form to assist local governments with the five year updates of municipal waste (MW) plans. Although local governments may prepare and submit a more extensive document, the Agency will consider submission of this completed form to be the plan update required under the Solid Waste Planning and Recycling Act (SWPRA).

Attach additional labeled pages as necessary.

GENERAL INFORMATION

Local Government: Shelby County Board
Contact Person: c/o Richard Hayden
Address: Shelby County Courthouse
301 E. Main
Shelbyville, IL 62565
Telephone: 217-774-4421 Plan Adoption Date: 7/10/1996
Re-Adoption Date: N/A Plan Update Due: 4/2009

1. Recommendation and Implementation Schedule Contained in the Adopted Plan

This information should be easily accessible in the plan's Executive Summary or Recommendations chapter. Briefly describe the recommendations and implementation schedule for each alternative in the adopted plan below.

a. Source Reduction

Business/Homeowners to be able to take recyclable items to
community based recycling centers. Implementation schedule
on-going.

b. Recycling and Reuse

Recycling of cardboard, paper, oil, paint, tires, etc.
Implementation schedule on-going.

c. Combustion for Energy Recovery

- Encourage businesses to utilize internal volume reduction efforts - implementation on-going

d. Combustion for Volume Reduction

- Encourage business to utilize internal volume reduction efforts - implementation on-going

e. Disposal in Landfills

Performed by licensed waste haulers to designated IEPA regulated landfills. NO landfills in Shelby County. Implementation on-going

2. Current Plan Implementation Efforts

a. Which recommendations in the adopted plan have been implemented?

A community based recycling center has been established at the new super Walmart and at new water plant in Moweaqua.

Two major businesses (Bondware & County Market) recycle cardboard. Two IEPA/Health Dept. sponsored household hazardous waste collections and two tire collections.

Briefly describe which recommendations were not implemented and the reasons why these were not implemented.

-More recycling efforts were not implemented due to lack of funding.

b. Which recommendations in the adopted plan have been implemented according to the plan's schedule?

- 2 community based recycling centers have been implemented

- 2 IEPA & Health Dept. hazardous household waste collections were held

- 2 IEPA & Health Dept. used tire collections were held

Briefly describe which recommendations were not implemented according to the adopted plan's schedule, and attach a revised implementation schedule.

- Based on funding levels plan was implemented accordingly

3. **Recycling Program Status**

Because the Agency's annual landfill capacity report includes data on each adopted plan's recycling status, information on your recycling percentages is not being requested on this form. This will avoid duplication of efforts.

a. Has the program been implemented throughout the county or planning area:
yes no

b. Has a recycling coordinator been designated to administer the program?
yes no If yes, when? Chairman - Solid Waste

c. Does the program provide for separate collection and composting of leaves?
yes no

d. Does the recycling program provide for public education and notification to foster understanding of and encourage compliance with the program?
yes no

e. Does the recycling program include provisions for compliance, including incentives and penalties?
yes no If yes, please describe.

Voluntary compliance program

f. Does the program include provisions for recycling the collected materials, identifying potential markets for at least three materials, and promoting the use of products made from recovered or recycled materials among businesses, newspapers, and local governments?

yes no If yes, please describe.

Recycling centers accept aluminum, glass, plastic, paper

g. Provide any other pertinent details on the recycling program.

Efforts could be expanded through state grant funding

4. **Current Needs Assessment Information (optional)**

Depending upon the available resources, updated waste generation data, current municipal waste recycling and disposal information, and any other recent available data may be included; this information will not be required by the Agency.

- a. MW generated per year: _____ tons _____ cubic yards
 - b. MW generation rate: _____ pcd (lbs/capita/day)
 - c. MW recycled/year: _____ tons
 - d. MW incinerated/year: _____ tons _____ cubic yards
 - e. MW landfilled/year: _____ tons _____ cubic yards
- Time period for this information: _____

5. **New Recommendations and Implementation Schedule**

Due to political, fiscal, or technological changes, a local government may choose to recommend different waste management options for the review plan. It should be noted, however, that the recycling program requirements of the SWPRA must be followed. Discuss any new recommendations included in the revised plan, and the implementation schedule to be followed.

-Expand community based recycling efforts dependant on state funding levels and grant opportunities.

-Continue educational efforts with local business, schools, and community leaders.

-Examine additional opportunities to hold community based IEPA/ Health Dept. recycling efforts in regard to hazardous household waste & used tire collection,

Five Yr Plan Update.doc - Continue promotion of "green" education.
-Continue promotion of cities and villages to seek out grant opportunities to establish community based recycling centers.

ABRAHAM LINCOLN DAY 2009 PROCLAMATION

WHEREAS, Abraham Lincoln, the 16th President, was one of the Nation's most prominent leaders, demonstrating true courage during the Civil War, one of the greatest crises in the Nation's history;

WHEREAS, born of humble roots in Hardin (now LaRue) County, Kentucky, on February 12, 1809, Abraham Lincoln rose to the Presidency through a legacy of honesty, integrity, intelligence and commitment in preserving the union of these United States of America;

WHEREAS, with the belief that all men were created equal, Abraham Lincoln led the effort to free all slaves in the United States;

WHEREAS, Abraham Lincoln had a generous heart, with "malice toward none, with charity for all;"


WHEREAS, Abraham Lincoln gave the ultimate sacrifice for the country he loved, dying from an assassin's bullet on April 15, 1865;

WHEREAS, all Americans could benefit from studying the life of Abraham Lincoln, for Lincoln's life is a model for accomplishing the "American Dream" through honesty, integrity, loyalty and a lifetime of education;

WHEREAS, the year 2009 is the Bicentennial anniversary of the birth of Abraham Lincoln;

NOW, THEREFORE, I, PAUL B. BROOKS, Chairman of the Shelby County Board of Shelbyville, Illinois, do hereby proclaim February 12, 2009, as Abraham Lincoln Day. I urge citizens, schools, businesses, churches and media of Shelby County to use this occasion to dedicate ourselves to preserve the legacy of our 16th President and join in the reading of the Gettysburg Address at 9:30 a.m. on February 12, 2009; the ringing of bells and whistles for two minutes at noon on February 12, 2009; and during the week of Lincoln's birthday from 9:00 a.m. to 4:00 p.m. at the Shelby County Office of Tourism, 315 East Main Street, the viewing of the life-size bronze statue of Abraham Lincoln and creating a rubbing of the *Looking for Lincoln* wayside exhibit medallion.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of February, 2009.


Paul B. Brooks, Chairman



January 28, 2009

Hon. Paul Brooks, Chairman
Shelby County Board
708 N. Morgan
Shelbyville, IL 62565

Re: Proclamation - Abraham Lincoln Day 2009

Dear Paul:

In recognition of the upcoming 200th birthday of our 16th President, Abraham Lincoln, and on behalf of the Board of Directors of Shelby County Lincoln Heritage, Inc., enclosed is a proposed Proclamation for your governmental body to adopt and submit to local media to encourage all our citizens to celebrate this historic occasion.

Our Board of Directors also want to acknowledge the generosity of all the citizens of Shelby County as we approach fundraising of the final \$12,000.00 payment to release the life-size bronze statue of Anthony Thornton from inBronze Foundry of Mount Morris, Illinois. We anticipate the completion of the statue to be in four to six weeks. Our project needs approximately \$6,000.00 to complete the fundraising for the statuary and donor plaques, which will be placed near the statuary. The life-sized bronze statue of Abraham Lincoln and the *Looking for Lincoln* wayside exhibit is temporarily housed in the Shelby County Office of Tourism, 315 E. Main Street, Shelbyville, Illinois, awaiting the completion of the Anthony Thornton statue and the restoration of the exterior of the Shelby County Courthouse. The placement and dedication of the statuary is yet to be announced.

I enclose a brochure of our project together with a donation envelope for your generous contribution.

Your obedient servant,


Whitney D. Hardy
Enclosures

P. O. Box 392, Shelbyville, IL 62565
Telephone (217) 774-5548
website: shelbyvillefoundation.org/funds/lincoln-heritage

SHELBY COUNTY CELEBRATES ABRAHAM LINCOLN'S 200TH BIRTHDAY !

Everyone in the County, and Beyond, are Invited To Join In The Festivities!

Sunday, February 8; 2 - 4 pm,

ABRAHAM LINCOLN BIRTHDAY CELEBRATION and OPEN HOUSE,
Shelby County Historical and Genealogical Society, 151 S. Washington,
Shelbyville. Tour the Lincoln Room and the Historical Society. Refreshments
from the Lincoln Era. Contact person, Donna Lupton, 774-2260;
www.shelbycohistgen.net

Monday through Friday, February 9-13; 9-4 p.m. Open House

See PRESIDENT LINCOLN in LIFE-SIZE BRONZE
and Wish Him a HAPPY 200TH BIRTHDAY at the Shelby County Office of
Tourism, 315 E. Main St., 774-2244, Lincoln Pennies for all of the children.
Make a rubbing from the *Looking for Lincoln* Wayside Exhibit Medallion,
www.lakeshelbyville.com

Tuesday, February 10; 4-7:30 p.m.

ABRAHAM LINCOLN SUPPER-BIRTHDAY PARTY, Fund-raiser for Shelby
County Lincoln Heritage, Inc., by Courthouse Inn, 260 E. Main St., Shelbyville, ,
774-1444. Featuring 3 of Mr. Lincoln's favorite soups - steak soup, chicken
noodle, and chili; also BBQ pork or ham sandwich; tea or coffee; and Lincoln's
favorite cake and other desserts. Suggested minimum donation: \$7.00.

Wednesday, February 11

Events to be scheduled with SHELBYVILLE SCHOOL DISTRICT Unit #4; to be
announced at later date.

Thursday, February 12; 9:30 a.m.

Join in the simultaneous reading of the GETTYSBURG ADDRESS . See a live
webcast at www.PresidentLincoln.org, Shelby County TBA.

Thursday, February 12; NOON

Join in the Statewide Bell-Ringing for two minutes to celebrate Lincoln's 200th
Birthday! All are invited to participate.
see www.lincoln200.net; or www.bicentennial@illinois.gov

Shelby County Lincoln Heritage, Inc., P.O. Box 392, Shelbyville, IL
217-774-5548, Whit Hardy,
<http://shelbyvillefoundation.org/funds/lincoln-heritage>

Shelby County Treasurer
 Monthly Report of Investments
 1-Feb-09
 Bank Balance: \$13,592,672.19

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$	622,863.76	MMD		
\$	1,744,585.69	MMD	General Fund	\$ 1,645.00
\$	-			
\$	-		County Payroll Clearing	\$ 45,560.17
\$	-			
\$	-		Section 105 Claims	\$ 1,000.00
\$	-			
\$	334,769.78	PB	County Health Fund	\$ -
\$	118,504.15	CD		
\$	13,841.97	MMD	County Health-TB	\$ -
\$	-			
\$	36,679.59	MMD	Animal Control Fund	\$ 42,749.43
\$	22,833.52	MMD		
\$	96,758.12	PB	Ambulance Fund	\$ -
\$	148,417.82	MMD		
\$	800,523.82	MMD	Mental Health Fund	\$ -
\$	-			
\$	692,970.20	PB	IMRF Fund	\$ -
\$	-			
\$	220,511.68	PB	Social Security Fund	\$ -
\$	54,351.06	CD & MMD		
\$	19,936.98	PB	Indemnity Fund	\$ -
\$	-			
\$	1,455.41	PB	Court Security Fund	\$ -
\$	-			
\$	257,675.02	MMD	County Bridge Fund	\$ -
\$	-			
\$	143,284.79	PB	County Highway Fund	\$ -
\$	-			
\$	262,233.49	MMD	FASM Fund	\$ -
\$	-			
\$	461,162.26	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	9,225.48	PB	Tourism Fund	\$ -
\$	94,788.80	CD & MMD		
\$	86,331.08	PB	Probation Fund	\$ -
\$	55,217.79	CD & MMD		
\$	79,454.52	PB	Assist Court Fund	\$ -
\$	-			
\$	3,320.30	PB	Law Library Fund	\$ -
\$	-			
\$	90,726.85	PB	Automation Fund	\$ -
\$	-			
\$	73,310.04	PB	Recording Fund	\$ -
\$	-			
\$	8,887.47	PB	Drug Traffic Fund	\$ -
\$	-			
\$	-		Airport Fund	\$ 264.84
\$	239,167.60	CD & MMD		
\$	429,762.31	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 27,848.73
\$	-			
\$	407,722.83	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 23,546.33
\$	-			
\$	-		Township Construction Fund	\$ 714.05

\$	285,419.00	MMD		
\$	797,145.87	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,122.37	PB	Estate Tax Fund	\$ -
\$	-			
\$	114,793.71	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	8,971.38	PB	Probation Drug Testing	\$ -
\$	-			
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	41,846.30	MMD		
\$	223,118.93	PB	Drainage Fund	\$ 1,889.60
\$	-			
\$	55,659.24	PB	Document Storage Fund	\$ -
\$	79,917.30	MMD		
\$	113,821.10	PB	Misc County Health Fund	\$ -
\$	27,042.89	MMD		
\$	43,744.95	PB	Litigation Fund	\$ -
\$	206,186.38	CD		
\$	123,454.10	PB	Revolving Loan Fund	\$ -
\$	-			
\$	11,686.06	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	60.52	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	617.49	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	1,829.55	PB	Rescue Squad Fund	\$ -
\$	-			
\$	126.87	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	10,858.35	PB	DUI Equipment Fund	\$ -
\$	-			
\$	15,363.99	PB	GIS Fund	\$ -
\$	1,114,342.09	CD		
\$	417,297.47	PB	Capital Improvement Fund	\$ 534,691.06
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
\$	-			\$ 12,010,973.76

County Collector Accounts

Shelby County State Bank-Checking	\$ 55,105.25
Busey Bank-Checking	\$ 204.00
National Bank at Pana	\$ 282.69
First National Bank of Assumption	\$ 275.46
Community Banks of Shelby County-Cowden	\$ 765.02
Shelby County State Bank-Strasburg	\$ 904.14
First Federal Savings & Loan-Shelbyville	\$ 1,546.41
Busey Bank-Real Estate Tax Trust Account	\$ 3,259.86
Shelby County State Bank-Shelbyville-Money Market	\$ 134,587.73
Busey Bank-Money Market	\$ 1,380,770.09
Ayars State Bank-Moweaqua	\$ 808.17
Shelby County State Bank-Findlay	\$ 414.02
First National Bank of Pana	\$ 514.37
Peoples Bank of Pana	\$ 222.83
Prairie National	\$ 379.45
Shelby County State Bank-Windsor Branch	\$ 557.63
Dewitt Federal Savings & Loan-Moweaqua	\$ 328.98
Sigel Community Bank	\$ 478.65
Shelby County State Bank-Moweaqua	\$ 293.68
	\$ 1,581,698.43

CERTIFICATE OF DEPOSITS
February 1, 2009

General Fund(001) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>622,863.76</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>36,679.59</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>22,833.52</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>148,417.82</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>9,351.06</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>94,788.80</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>217.79</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>114,167.60</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>285,419.00</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>79,917.30</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 02/01/2009 2.85% Interest	\$ <u>118,504.15</u>

CERTIFICATE OF DEPOSITS
February 1, 2009

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 02/13/2009 2.98% Interest	<u>\$ 45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 4/21/2009 2.72% Interest	<u>\$ 55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 02/19/2009 2.52% Interest	<u>\$ 125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .85% Interest	<u>\$ 206,186.38</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 20555 Matures 10/16/2009 3.75% Interest	<u>\$ 1,114,342.09</u>
TOTAL	<u>\$ 3,078,688.86</u>