October 5, 2011

SHELBY COUNTY BOARD MEETING AGENDA

October 12, 2011 – 9:00 A. M. in Courtroom B

- 1. Call to Order Pledge of Allegiance
- 2. Roll Call
- 3. Approval of Minutes
- 4. Chairman Cannon Resignation of County Board Member Norma Stewart District #1 and Declaration of Vacancy County Board District #1
- 5. Chairman Cannon Presentation of Service Awards:
 - a. Retiring County Board Member Norma Stewart
 - b. Retiring Animal Control Warden George Donley
- 6. Chairman Cannon West Central Development Council (WDDC) Resolution to Support the Application of the WCDC for Economic Development Comprehensive Planning Activities
- 7. County Highway Engineer Alan Spesard Highway Engineer's Report
- 8. EMA Coordinator/Zoning Administrator Jared Rowcliffe EMA/Zoning Reports
- 9. Committee Reports
- 10. Chairman Updates
- 11. Chairman Appointments
- 12. Correspondence
- 13. Public Body Comment
- 14. Adjournment

COFFEE: Main Floor Hallway in honor of retiring Animal Control Warden George Donley

Shelby County Health Department Inoculation Clinic will be held in Jury Room B beginning at 8:15 A.M. -9:30 A.M. If you did not sign up to participate in the Inoculation Clinic, you may still do so by calling Kelsey at the Health Department 774-9555.

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

October 12, 2011 - 9:00 A.M.

The Shelby County Board met on Wednesday, October 12, 2011, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. All present recited the Pledge of Allegiance.

County Clerk Kathy Lantz called the roll. Robert Behl, Roger Pauley and Don Strohl were absent. Ken Barr was tardy.

Minutes for the September 14, 2011 board meeting were presented for approval.

MOTION: Norma Stewart made motion to approve the minutes

of the September 14, 2011 board meeting as presented.

Glenn R. "Dick" Clark seconded the motion.

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

Chairman Cannon, regretfully, announced the resignation of Norma Stewart as Shelby County Board member from District #1 and read Mrs. Stewart's resignation letter to the body. A vacancy in County Board District #1 was declared by Chairman Cannon. (Letter on file in original County Board minutes book). Acknowledging Mrs. Stewart's dedicated service to the board, Chairman Cannon presented Mrs. Stewart with a Certificate of Appreciation and a framed picture of the Shelby County board. The board thanked Mrs. Stewart with a standing ovation.

Announcing an additional retirement, Chairman Cannon announced Animal Control Warden George Donley's last day would be October 14th. George was thanked by the Chairman for his 24 years of service. Animal Control Committee Chairman Bob Jordan presented Mr. Donley with a Plaque of Appreciation from the board and he was given a standing ovation. Board member Kay Kearney was thanked for the delicious cookies she made for the reception in Mr. Donley's honor which was held before board meeting.

Chairman Cannon thanked the Shelby County Health Department for conducting the inoculation clinic held this morning.

Chairman Cannon presented the annual West Central Development Council (WCDC) Resolution to support the application of the WCDC for economic development comprehensive planning activities. Mr. Barr gave a brief explanation of the resolution.

MOTION: Ken Barr made motion to approve the WCDC Resolution

to support the application of the WCDC for economic development comprehensive planning activities.

Richard Hayden seconded the motion.

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

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

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard presented five Resolutions – to award contracts for Group I Signs; Group II Posts (for signs); Group III "U" Channel Posts (for signs); Group IV Hardware (for signs); and, to authorize Road and Bridge Committee to make Neoga Road right-of-way purchase decisions. (See resolutions attached to these minutes for further description).

Resolution - to award contract for Group I Signs to Vulcan, Inc.:

MOTION: Glenn R. "Dick" Clark made motion to approve the Resolution

to award the contract for Group I Signs as presented.

John "Jack" Roessler seconded the motion.

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

Resolution – to award contract for Group II Posts to Decker Supply Co.:

MOTION: Norma Stewart made motion to approve the Resolution

to award the contract for Group II Posts as presented.

Dave Cruitt seconded the motion.

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

 $Resolution-to\ award\ contract\ for\ Group\ III\ ``U"\ Channel\ Posts\ to\ Vulcan,\ Inc.:$

MOTION: Gary Gergeni made motion to approve the Resolution to award

the contract for Group III "U" Channel Posts as presented.

Larry Lenz seconded the motion.

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

Resolution – to award contract for Group IV Hardware to Decker Supply Co.:

MOTION: Glenn R. "Dick" Clark made motion to approve the Resolution

to award the contract for Group IV Hardware as presented.

John "Jack" Roessler seconded the motion.

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

Shelby County Board Meeting October 12, 2011

Resolution - to authorize Road and Bridge Committee to make Neoga Road right-of-way purchase decisions

MOTION:

Fred Doerner made motion to approve the Resolution to authorize Road and Bridge Committee to make Neoga Road

right-of-way purchase decisions as presented.

Ken Barr seconded the motion.

VOTE:

All voted aye by voice and the motion carried.

Ending his report, Mr. Spesard gave some updates and highlights of the County Highway Department. At last month's board meeting, \$40,000.00 was authorized for seal coating of roads. Mr. Spesard reported that an additional 4.8 miles of road were seal coated with this funding. The Big Spring bridge project has been started. The semiannual highway commissioner's educational conference will be held on November 4th.

EMA/Zoning Administrator Jared Rowcliffe highlighted the Zoning/EMA report previously mailed to the Board for their review. Planning Commission and Zoning Board of Appeals Committee will meet October 20th and 27th, respectively. Chairman Cannon requested Mr. Rowcliffe prepare a comparison study of permits issued fiscal year 2009-2010 to fiscal year 2010-2011.

Chairman Cannon called for committee reports. Those reporting were:

Fees and Salaries Committee – Mrs. Kearney stated payment of all claims was authorized.

Purchasing Committee – Mrs. Stewart noted all bills were approved.

Finance Committee – Mr. Amling reported that counties are waiting for the veto session to see if legislation to pay the Regional Superintendent's salary is passed. Discussion followed.

Animal Control Committee – Mr. Jordan noted that everyone would miss George (Donley) and that he always had his bills in order for the committee to review.

Public Health Committee – Mr. Barr stated that the bills were in order.

Airport Committee – Chairman Cannon informed the board that an appreciation barbeque was held for the airport hanger users and other users of the airport. Positive feedback has been received by the users. Airport improvements were highlighted by the Chairman.

Public Buildings Committee – Mr. Warren updated the board on the Courthouse restoration projects, anticipated costs, etc. The committee meets with Mr. Deters tomorrow for further discussion of projects.

Insurance Committee – Mrs. Bennett stated that a committee meeting is scheduled for next Monday.

Budget Committee - A committee meeting will be held to review the fiscal year end budgets.

Geographic Information System (GIS) update – Mr. Amling noted that a GIS workshop will be held on October 26th. Discussion followed.

The Chairman requested those wishing to participate in the CEFS Canned Good Drive bring their goods by the November 9th county board meeting.

Chairman Cannon requested the following appointment:

Daniel Beyers, member Union Drainage #1, Town of Oconee

MOTION:

Barbara Bennett made motion to approve the Chairman's

appointment as presented.

Jim Warren seconded the motion.

VOTE:

All voted aye by voice and the motion carried.

Chairman Cannon called for Public Body comment. There was none.

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

MOTION:

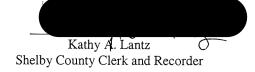
Glenn R. "Dick" Clark made motion to assess mileage and per diem for the October meetings, to pay the bills and payroll as approved by the committees and adjourn until the next regular meeting to be held on November 9, 2011.

Fred Doerner seconded the motion.

VOTE:

All voted aye by voice, motion carried and the meeting was

adjourned at 9:35 A.M.



STATE OF ILLINOIS ROLL CALL VOTES IN COUNTY BOARD														
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		ROLL CALL QUESTIONS												
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99	CRUITT, DAVID		/											
25	DOERNER, FRED		/											
214	DURBIN, JESSE	12	V											
105	GERGENI, GARY	26	V											
177	HAYDEN, RICHARD	44	/											
193	JORDAN, ROBERT N.	31	/											
64	KEARNEY, KAY		V											
206	LENZ, LARRY	26	/											
457	PAULEY, ROGER	18	A											
181	ROBERTSON, ROBIN		V											
148	ROESSLER, JOHN JACK	12	/											
221	SIMS, TERRY JOE	24	V											
137	STEWART, NORMA J.	52	V											
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FROM:

Norma Stewart

TO:

The Shelby County Board Chairman

REG:

Resignation

Mr. Chairman it is with mixed feelings that I am stepping down from my position on The Shelby County Board. Do to some health problems this past year and my age I feel it is time to let some one else do my job on the board. It has been a wonderful time on the board. I have made so many friends and met so many wonderful people. A special thank you to Kathy Lantz and her staff who have always been there to help me.

May God Bless all of you and May God Bless The Shelby County Board.

Norma J. Stewart



Shelby County Board of Commissioners Shelbyville, Illinois 62565

2011–49 **RESOLUTION**

Whereas, the West Central Development Council, consisting of the seven counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery, and Shelby was created for the purpose of comprehensive planning and development assistance and for the benefit of the citizens of the seven counties; and

Whereas; United States Economic Development Administration grants are available to multi-county regions to provide long-range planning and development activities to reduce unemployment and promote industrial, agricultural, tourism and other retail Economic Development activities; and

Whereas, the Federal Economic Development Administration requires a multicounty regional planning commission to be designated as an Economic Development District prior to an application for federal funds for Economic Development planning grants,

Now, Therefore, Be It Resolved by the Shelby County Board that it has reviewed discussed and accepted the Comprehensive Economic Development Strategy (CEDS) document prepared by the WCDC Strategy Committee and that Shelby County Board hereby supports the application of the West Central Development Council for Economic Development comprehensive planning activities.

Signed this 12 th day of October 2011.

Shelby County Board Chairman

Shelby County Clerk

WEST CENTRAL DEVELOPMENT COUNCIL, INC.

116 South Plum Street PO Box 260 Carlinville, IL 62626-0260

WCDC Policy Board

> Joe Nord Chairman

Phone: 217/854-9642 FAX: 217/854-8082

Michael Sherer

Executive Director

Joe Nord Chairman

Board of Directors

Joe Nord

WCDC

September 9, 2011

Bruce Cannon Shelby County Board Chairman R.R. 1, Box 63 Findlay, Illinois 62534

Dear Chairman Cannon;

Enclosed you will find an updated copy of the Comprehensive Economic Development Strategy (CEDS) plan which covers our Economic Development District which consists of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery and Shelby Counties.

If you would please pass the enclosed resolution at your October meeting accepting the CEDS and send the (original) resolution beck to me in the stamped self-addressed envelope it would be greatly appreciated.

If you have any questions please feel free to give me a call at 217-854-9642.

11100

Respectfully,

Michael Cavanaugh Deputy Director Annual Comprehensive Economic Development Strategy Plan Economic Development Administration (EDA)

August 2011 – September 2012

West Central Development Council, Inc.

Serving Calhoun, Christian, Greene, Macoupin, Montgomery and Shelby counties

Michael Sherer, Executive Director 116 S. Plum Street P.O. Box 260 Carlinville, Illinois 62626 (217) 854-9642, ext. 235 michael.sherer@west-central.org

Michael Cavanaugh, Deputy Director of Community Development (217) 854-9642, ext. 225 michael.cavanaugh@west-central.org

Marsha Mueller, Executive Secretary (217) 854-9642, ext. 228 marsha.mueller@west-central.org

Office Hours: 8:00 a.m. - 4:30 p.m.



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CHAPTER I

District Organization and Administration

INTRODUCTION

The West Central Development Council is composed of the seven Illinois counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery and Shelby, The region is located north and east of St. Louis, Missouri and south of Springfield, Illinois. Beginning in the eastern central portion of the State, the region extends westward across the prairie to the rugged hill country and rich river valleys of the Illinois and Mississippi in the westward boundary of the State.

The Region covers 4,201 .3 square miles of land and water surface with a population of 176,992, as of the 2010 census. There are 14 municipalities with a population greater than 2,500, with Taylorville, in Christian County being the largest with 11,427 people. Macoupin County is the most populous county in the region with a population of 47,765 and the least populated is Calhoun County with 5,089 inhabitants. All seven counties are identified as redevelopment areas in the region according to designation by Economic Development Administration (EDA).

Regional population peaked about 1920 and has been subsequently on a slow decline since then. Only Jersey County has shown a steady growth in population, primarily because of its proximity to the Metro St. Louis area.

DISTRICT ORGANIZATION

Creation of the West Central Development Council (formerly known as the West Central Illinois Valley Regional Planning Commission) was established in 1974 by joint resolutions from the counties of Calhoun, Christian, Greene, Jersey, Macoupin, and Montgomery. Shelby County joined in 1983. In creating an area-wide association of county governments, local leaders attempted to provide an effective, and responsible method of dealing with problems caused by the complexity of modern government. The WCDC is a not-for-profit corporation funded by federal and state agencies and local share contributions by the seven member counties. West Central Development Council Board of Directors is a representative cross section of economic and social aspects of the Region with three regular members and one alternate member representing each county. The County Board Chairmen are members of the Board of Directors, with the other two regular and one alternate member from each county being chosen by the County Board Chairman with approval resting with each County Board. In total, there are 21 regular and seven (7) alternate members making up the Board of Directors, (see appendix) with each member casting one vote, giving each county a total of three votes at Council meetings. Utilization of the existing Board as the formal committee for economic development programming would best promote efficient and effective relationships among all levels of government in the region.

The intent of Council By-laws is clearly to be responsive to regional and local needs as they arise rather than to self limit restrictions on operations. Thus, the list of duties of the Body taken from Article 11 of the By-Laws should be interpreted as a mandate for meeting the varied and specialized future needs of the region from the broadest possible base. These duties as taken from the By-Laws are:

- 1. To establish regional development objectives;
- 2. To conduct research on growth and development within the region; 3.

To make development plans and programs;

- 4. To increase public understanding and acceptance of planning;
- 5. To provide technical service to other government agencies; and
- 6. To coordinate development activities affecting regional growth.

The West Central Development Council is not empowered with legal authority for taxation, regulation or enforcement. The WCDC staff undertakes work solely at the request of the Council and local government agencies. Further, local government compliance with Council recommendations, policies, and programs is strictly voluntary.

The West Central Development Council has demonstrated in its initial period of operation that it has become the multipurpose planning and development organization for this region. In the future, as local support of the agency increases, it is the Council's intent to be an important and growing factor in helping the people of the West Central Illinois help themselves. Past performance certainly indicates that this intent will be carried out. Therefore, the Council is resolved that with an intensive economic development program, it will meet both the concerns of the Economic Development Administration and the varied and pressing developmental needs of the Region.

Recognizing the need to insure the monitoring and consistent guidance of the Council's intended functions and responsibilities, provision has been made in the by-laws for employment of a permanent professional staff. These by-laws specifically provide for the employment of an Executive Director and "such staff and/or experts as it sees fit to aid the Council in its work." The following pages detail the responsibilities and activities of the Council Staff.

Executive Director: Responsible for overall administration of workforce development programs, community development services, and economic development activities. Directly responsible for supervising all staff: routinely reporting agency progress and performance to the boards, committees, and County Board Chairmen. Promotes the agency by acting as liaison with federal and state agencies, other workforce development agency representatives, and other council staff: educational agencies, and human resource agencies throughout the region and state.

<u>Deputy Director of Workforce Development:</u> Responsible for providing supervision, direction, training and technical assistance to staff. Duties include day-to-day monitoring and evaluating of the various programs in the region to ensure compliance. Responsible for oversight and monitoring of the agency's federal and state programs.

<u>Deputy Director of Community Development:</u> Responsible for preparation and administration of various federal and state grants that promote economic and community development. Duties include day-to-day monitoring of existing grants, preparation of new applications, and technical assistance to member communities, counties, and local business.

<u>Grants Manager:</u> Responsible for the management, development, and coordination of workforce development programs and state/federal grants that promote community and economic development. Provide staff support to the agency's Policy Boards and Committees.

<u>Fiscal Officer:</u> Responsible for overall fiscal accountability and bookkeeping operations for the agency, including supervision of other bookkeeping staff, preparation and submission of federal/state tax reports, development of various budgets, etc.

Executive Secretary: Responsible for managing secretarial staff to ensure a smooth flow of clerical duties, assist in the successful implementation of the Council's administrative affairs and other duties as may be required for the efficient operation of the Council. Provides staff support to administrative personnel in the preparation and submission of a variety of grant applications, grant modifications, and environmental assessment documents. Provide general information and guidance to individuals and/or community officials on agency projects and services.

<u>Secretary:</u> Responsible for general secretarial/receptionist duties provide clerical assistance to the Executive Director and Grants Manager for the successful implementation of the Council's administrative affairs and perform other duties as may be required for the efficient operation of the Council.

Bookkeeper: Responsible for general bookkeeping and other secretarial duties, works directly with the Fiscal Officer in the operation and maintenance of the manual and computerized accounting system, posts and maintains daily balance sheets, monthly cash analysis reports, and prepares annual workers compensation audit report.

<u>Job Center Assistant:</u> Responsible for providing assistance to customers interested in workforce development programs including orientation, pre-eligibility screening, maintaining resource library and referrals. Duties include day-to-day general receptionists/secretarial and clerical functions.

<u>Career Specialist:</u> Responsible for providing career counseling, client assessment, facilitating informational workshops, and for the compilation and dissemination of local economic information to customers. Provide direct services to individuals interested in workforce development programs, including, recruitment, counseling, testing and placement. Provide direct service to customers and businesses that utilize the Job Center (ITC).

To date, the Council's work program has included population and economic data inventory, and other technical assistance projects to local government. Current work includes writing and submitting CDAP grants for the purpose of funding public facility projects, the coordination of solid waste activities mandated by the State, and local planning assistance programs and development of economic development programming for the region.

LOCAL CEDS COMMITTEES

Each of the seven counties in the region have appointed a County Comprehensive Economic Development Strategy (CEDS) Committee to address and promote economic development within their respective counties. These committees were formed in accordance with the U. S. Economic Development Administration's CEDS Guidelines for Economic Development Districts. Please note that the minority population in the region is less than 3%. The seven county boards made their intent to appoint said committees public knowledge 30 days prior to actual appointments.

RELATIONSHIPS

The WCDC maintains numerous formal and informal relationships with various local governments, state agencies and statewide professional organizations. These relationships often include activities involving planning, promotion and economic development efforts. In some cases the council provides a secondary technical assistance role, while in other cases through contractual agreements, function as lead entity for a community or regional effort. Some examples of these relationships include:

- The council was the lead 'entity for the development of the West Central Illinois Seven County Solid Waste Management plan. The Council through contractual agreements have been identified as the Solid Waste Coordinating entity responsible for the implementation of the 20-year Plan;
- In 1995, the council was designated as a seven-county location for the Business Development Information Center, through DCEO; and,
- The council has historically prepared the region's annual CEDS report and five year updates.

DISTRICT CEDS COMMITTEE

From each listed local committees each county board appointed four members to serve on the district-wide CEDS' Committee. The district CEDS committee met on a regular basis with the WCDC staff to develop this document. The district committee, comprised of members from each participating county observes the committee membership criteria as outlined in the U.S. EDA Guidelines for Economic Development Districts. These criteria suggest that members of a committee represent local government, business, industry, finance, agriculture, the professions, organized labor, utilities, education, community organizations, public health agencies, the unemployed or underemployed, racial or ethnic minorities, and women. All of these criteria have been met by the recent and past appointments.

ADMINTSTRATION

The WCDC has a 28 member board comprised of seven (7) County Board Chairmen and 21 County Board members. The council can be classified as a single county regional planning commission. This means that WCDC is governed by a multiple county commission and serves the surrounding counties and their communities through contractual agreements for a wide variety of community and economic development service.

CIVIL RIGHTS/AFFMATIVE ACTION PLAN

INTRODUCTION

The WCDC District Affirmative Action Plan consists of population data, listings of special organizations, actions and methods, staffing and economic development activities. This plan will help insure participation of all special groups, including minorities and the economically disadvantaged.

J	POPULATION	CHARACTERIST	ICS FOR THE DIST	RICT	
	2000	2010			
County	'Population	Population	Minority Pop.	Percentage	
Calhoun	5,084	5,089		1	
Christian	35,372 34,800		183	1%	
	14,761	13,886	97	1	
	21,668	222,985	159	1%	
Macoupin	49,019	47,765	622	1.3%	
Montgomery	30,652	30,104	857	2.8%	
Shelby	22,893	22,363	65	1%	
Totals	179,449	176,992	2,004		
	1			}	

DESCRIPTION OF ACTIONS AND METHODS USED TO FORM COMMITTEE

At the beginning of the CEDS process, each participating county made every effort to include as many interested persons as possible to fulfill the representation of the segments of population of business, industry, poverty persons, local government, media, banking, agriculture, professional, health/social services, education, labor, and county government. In some cases the individual county already had a CEDS committee in place and simply utilized this existing committee in the regional process. In other cases the counties went through the effort of soliciting input from local governments and community groups as well as interested individuals to participate in the committee formation; this committee, of course would represent one or more of the population segments, including minorities, women and persons with disabilities.

Vacancies on the CEDS committee will be filled in a similar manner of the recruitment process as followed for original formation. The committee will be updated annually as part of the reporting requirement of the EDA.

The CEDS Committee represents all major interests of the communities and the local labor market. The Committee includes public leadership, economic development organizations, workforce investment sector, community-based organizations and other sectors that have a significant impact on the region. Following is a list of the Committee Members and their professions:

Wanda Tepen Chairman 1, Box 185 Batchtown, IL 62006 Calhoun County Board Calhoun County R.R.

Charles Ducey Hardin, IL 62047 U.S. Postal Worker Calhoun County

Joseph-Nord R.R. #1, Box 67 Carrollton,IL 62016

Greene County Board Chairman Township Supervisor (Labor)

Don Roberts R.R. 3, Box 158 Roodhouse, IL 62082 Farm Owner Greene County

Maxine Longmeyer R.R. 1, Box 442 Greenfield, I L 62044 Newspaper Reporter (Business) Greene County

Wilfred Goetten RR.4 Jerseyville, IL 62052 Dairy Farm Owner (Labor)

Andy Manar Carlinville, IL 62626

Macoupin County Chairman Illinois State Employee

Darrell Bellm 16850 Schale Road Carlinville, IL 62626 Business Owner (Business) Macoupin County

Dale Ogden 20 113 Ogden Road Raymond, IL 62560 Illinois State Police Retired (Business) Montgomery County Kenneth Barr R.R. 1, Box 6 Herrick, IL 6243

Richard Reynolds, Jr. 412 North Elm St. Windsor, IL 61957 Construction (Labor) Shelby County

City Laborer (Labor) Shelby County

CHAPTER 2

Changes in the Economy

Changes in the District's economy over the past two years have been dramatic, labor force characteristics have changed, unemployment continues at a moderate level, ranging between a low of 5.9% in Greene County to a high of 8% in Montgomery County. This is lower than the unemployment rate during the period covered by the last CEDS report, but consistently remains 1 - 2 percent less than the state unemployment rate. The problem of continuing unemployment remains a prominent concern and major basis for development efforts by the CEDS Committee

There have, however, been definite improvements in the district's economy. Unemployment levels, though high, are gradually coming down. Development is occurring, primarily on a small scale basis, but occurring nonetheless. This includes a wide range of activities, from small business start up to expanding commercial base. The development activities are occurring as a direct result of local efforts and a renewed dedication to making things, happen, this includes successful business attraction efforts in Hillsboro, Litchfield, Jerseyville, Nokomis, Hardin, Carlinville, Taylorville, Pana, and Shelbyville.

Unemployment rates included upward for most central Illinois area in June due to seasonal losses in education, reduction in census workers and students entering the labor market private sector jobs were stable as the Illinois economy remained strong. Statewide unemployment (seasonally adjusted) rose to 5.5 percent, up from 4.7 percent in March.

Statewide, the number of non-farm payroll jobs rose to a new all-time high of 6,075,600. The diverse services sector led across the board growth except for manufacturing which declined marginally in June.

For a broad range of labor market information, visit the web site http://mi.ides.state-il.us.. Topics include: Affirmative Action Data, Labor Surplus Areas, Labor Force and Unemployment Data.

Occupational Projections, Wage Data and more general information concerning the Illinois Department of Employment Security visit our web site at www.ides.state.il.us.

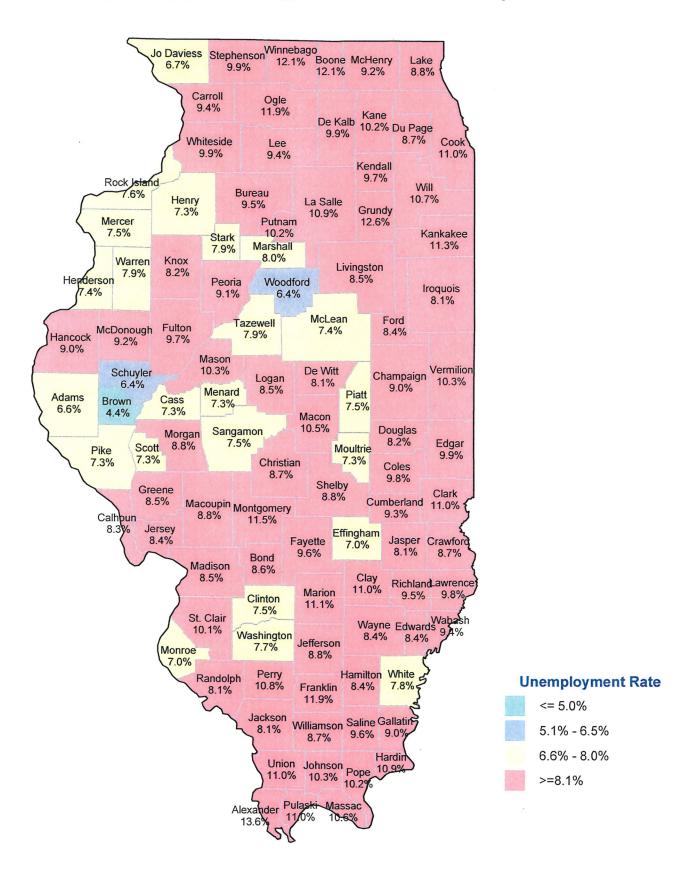
To obtain national data, contact the Bureau of Labor Statistics home page at http://stats.bis.aov or the Federal Interagency council on Statistical Policy at http://www.fedstats.gov.

REGIONAL UNEMPLOYMENT STATISTICS

For additional labor market information or assistance, contact IDES labor market economist, Ron McPherson at (217) 557-1869 FAX (217) 524-7824.

Illinois Unemployment Rate by County July, 2011 - Not Seasonally Adjusted

IL Dept. of Employment Security, Economic Information & Analysis Division



CHAPTER 3

REPORT OF MOST RECENT ACTIVITIES/ DEVELOPMENT GOALS AND OBJECTIVES

This section is intended to develop the data and analysis presented in the preceding chapters' and presents a. series of nine broadly defined, long-term "development goals," each of which contains one or more related, short-tern measurable "development objectives." Generally speaking, the District's long term development goals are intended to provide a degree of continuity from one year to the next relative to the overall direction of the District's economic development endeavors, while the short-term development objectives are intended to provide measurable bench marks against which the organization's annual efforts can be measured.

The Economic Development Districts recognizes that it will be impossible to achieve significant progress in meeting all of its goals in any single year, and therefore, has prioritized them in an effort to further provide guidance relative to their overall importance in fostering the economic wellbeing of local residents. Accordingly, an "implied priority" is also to be associated with the District's development objectives, depending upon which of the ten development goals they most relate to. However, for the purposes of this District CEDS document, all development objectives related to a single goal are to be considered of equal importance.

As an initial basis for discussion the Economic Development District staff presented for consideration (by each of the county-level CEDS representatives to the Committee) a carefully thought out set of development goals and objectives. Realizing that these were merely suggestions, the staff solicited further development goals and objectives from the CEDS Committee members. Further mailings were sent out to non-attending committee members in pursuit of finding diversified ideas.

In addition to the above-mentioned processes, the Counties of Montgomery, Christian, and Jersey had their own single-county economic development planning documents updated in 1997. The more localized goals and objectives contained therein were also considered and, to the extent possible, incorporated into the district-wide goals and objectives. In establishing priorities among the district's ten development goals or objectives contribution toward attracting future private sector investments which would, in turn, help retain existing commercial and manufacturing employers within the district, generate expansion of existing commercial and manufacturing employers within the district, generate an expansion of present operations within the seven county EDD and/or contribute to a successful location effort.

GOAL A

To upgrade the economy of the region through attraction of new industry which fits

the location and basic economic makeup of the district?

OBJECTIVES

- 1. Attraction of new agribusiness, services; or
- 2. Attraction of warehousing and distribution wholesale goods and 3. Attraction of new light industry and manufacturing.

GOAL B

Retention of existing industry.

OBJECTIVES

- 1. Continue to give local support and incentives to resident industries;
- 2. Aid resident industry in making plant expansions wherever possible;
- 3. Provide technical assistance with air and water pollution standards to resident industries.

GOAL C

To revitalize existing services and retain activities within the region.

OBJECTIVES

1. To examine the feasibility of new centralized retail centers within the region; 2. To restore the region's local retail centers through consumer incentive and downtown improvement.

GOAL D

To promote regional growth policies which encourage economic activities that are appropriate to the structure of the economy.

OBJECTIVES

- 1. Initiate measures that would curtail the continuing loss of existing industries and provide incentives for established industries to expand and
- 2. Examine ways of identifying and attracting suitable high-growth potential industries into the region.

GOAL E

To develop an adequate system of public services and facilities to insure the protection of public health and welfare and to aid in the orderly development and progress of the region.

OBJECTIVES

- 1. To provide the region with adequate systems and facilities for potable water and sewage disposal, and
- 2. To provide other public facilities necessary for improvement of existing problems and to provide for future needs.

GOAL F

To improve the quality of transportation in the region so that the movement of goods and people is convenient and rapid.

OBJECTIVES

1. To develop and maintain a balanced regional transportation system which provides efficient movement of people and goods to nearby economic centers.

GOAL G

To achieve balanced and compatible land use patterns in the region which protect our natural resources, while at the same time meeting the economic and social needs of the people.

OBJECTIVES

1. To insure that future growth or land use changes will occur in a manageable pattern.

GOAL H

To upgrade recreational facilities and programs within the seven-county area to levels which are considered adequate by state and national standards.

OBJECTIVES

- 1. To develop adequate indoor and outdoor recreation opportunities for all citizens of the region; and
- 2. To foster tourism in those areas of the region which might derive economic benefit from such activities.

GOAL I

To increase the general training and suitability of the workforce in meeting the needs of modem

business and industry.

OBJECTIVES.

- 1. To expand accessibility to incorporate unemployed youth into the regional workforce in an effort to curb their out-migration; and
- 2. To bring characteristics of the labor force into line with state averages wherever possible.
- 3. To expand entrepreneurship curriculum in schools.

GOAL J

To encourage the establishment of well-organized local economic and community development organizations,

OBJECTIVES

- 1. To identify public and private financial resources for support;
- 2. To foster a positive local climate for the attraction of new businesses and industry; and
- 3. To provide technical assistance to local development groups.

Criteria for Resource Utilization

Recognizing that development resources may be limited, to some extent, in order to implement the goals and objectives outlined in the previous section, a strategy of policies governing the utilization of those resources must be established. This strategy takes two forms: the organizational features of the district and the actual work program which follows.

Organizational Features of the District

The West Central Development Council will initially consist of seven EDA recognized components. The counties of Calhoun, Greene, Jersey, and Montgomery will be organized as Title IV Redevelopment areas. At present, three of the four counties have been officially designated as such and Montgomery County has been authorized. County CEDS's have been completed and have been accepted by their respective boards.

The County CEDS Committees will be utilized as the local planning and coordinating groups for each county. The programs and projects outlined in this document reflect the individual county documents. In addition to the 4 redevelopment areas, 5 growth centers will be designated within the Region, in counties which cannot qualify as redevelopment areas. After, careful analysis, the five municipalities selected were Carlinville, the County seat of Macoupin County; Taylorville, which is the County seat of Christian County; Pana, also located in Christian County, Litchfield, located in

Montgomery County; and Jerseyville, the county seat of Jersey County. These 5 municipalities were selected because of their great local economic impact and their demonstrated growth in the past decade. Each one of the growth centers has a well-developed infrastructure, and is the economic and cultural center of their respective localities. Investment of EDA funds will basically be channeled through the above components. The district will coordinate all economic development activities within the area and the regional CEDS Committee will generate policies which guide the future utilization of development resources.

District Work Program

The purpose of this section is to describe in detail how the previously outlined policies will be carried out in terms of specific programs and projects.

The scope of this section is divided into two specific areas. The first section deals with planning and assessment activities which must necessarily predate the undertaking of specific projects since present data does not point to a clear course of action in dealing with the specific problems.

The second section deals with specific capital improvement projects which have been identified through past analysis as problem areas having direct bearing on the development situation in the region.

The various components of the work program were designed to have a clear relationship to the established goals and objectives stated earlier. The work program, like the goals and objectives, should be flexible enough to accommodate changes as new local needs arise.

The following activities reflect the West Central Development Council's anticipated course of action for its initial five-year period of existence. However, only the initial year's activitie should be viewed as fixed policy. Longer term aspects of the work program will be subject to annual review and modification based upon changing circumstances within the region.

Planning & Assessment Activities

The Comprehensive Economic Development Strategy Committee will undertake or sponsor several planning and assessment activities designed to indicate the most feasible way of approaching several identified development problems. These projects will serve to provide more data about development potentials in the region.

- 1. Development of a comprehensive plan for Shelby County and updating of the existing comprehensive plans for Calhoun, Christian, Greene, Jersey, Macoupin, and Montgomery Counties.
- 2. Development of a housing assistance plan for the counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery and. Shelby.

- 3. Development of a comprehensive transportation plan for the Counties of Calhoun, Christian, Greene, Jersey, Macoupin, Shelby and Montgomery. (Goal F 1)*
- 4. Develop a downtown improvement plan for the largest municipality within each county. (Goal C 2)
- 5. Carry out an industrial site inventory and assessment for each county. (Goal A, B)
- 6. Develop a county recreation plan for each county. (Goal H 1,2)*
- 7. Assess individual municipal needs and identify deficiencies within each county. (Goal E 1)
- 8. Assess development of industrial promotional materials about each county. (Goals A 1, 2, 3 and, I, 2)
- 9. Develop a technical assistance program for local development groups. (Goals B 3 and 11, 3)
- 10. Develop a program to study how best to foster more efficient exploitation of agricultural products and services for each county. (Goals A 1 and 2)*
- 11. Develop a regional social service plan in order to coordinate training and educational activities to improve workforce suitability. (Goal 11, 2)*
- 12. Foster an energy or natural resource development plan for the counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery and Shelby. (Goal C 1) *
- 13. Develop a mini CEDS for the growth center cities of Carlinville, Litchfield, Pana, Jerseyville, Taylorville and Grafton.
- 14. Seek industry first to occupy vacant industrial building in Pana, Roodhouse, Litchfield, Carrollton and Schram City.

Note: *Indicates specific goals and objectives related to the program.

Capital Improvement Projects

1. Sewer System improvements for the communities of:

Bunker Hill Palmyra	Tovey Elsah	Bulpitt Carrollton	Chesterfield Greenfield	Hettick Hardin
Brighton	Scottsville	Fieldon	Witt	Fillmore
Roodhouse	E. Gillespie	Butler	Jerseyville	Donnellson
Hillsboro	Carlinville	Shelbyville	Taylor Springs	Sigel
Brussels	Schram City	Coalton	Kampsville	Staunton
Herrick	Mt. Clare	Modesto	White City	Gillespie
Standard City	Nilwood	Oconee	Ohlman	Waggoner
Pana	Taylorville	Moweaqua	Kincaid	Harvel

2. Water System improvements are needed for the municipalities of:

Shelbyville	Carlinville**	Brighton	Hamburg	Medora			
Waggoner	Nokomis	Hardin	Roodhouse**	Ohlman**			
Lake KaHo	Greene Co.**	Brussels	Walshville	Batchtown			
Wenonah*	Greenfield	Pana*	Virden	Michael			
Carrollton	Taylor Springs	Mt. Clare**	Elsah	Chesterfield			
Coffeen	Modesto	Kane	Benld* *	Fieldon			
Findlay	Herrick	Calhoun Co.	Witt**	Bunker Hill**			
Jerseyville	Brighton	Stewardson	Audubon Township	Findley			
Moweaqua	Oconee* *	White Hall	Irving**	Schram City			
Gillespie**	Donnellson	Kampsville	Girard*	Dorchester Township			
Community of Wright							

- 3. Improvements to natural gas systems in Roodhouse.
- 4. Heating system improvements for public building in downtown Taylorville.

Industrial Site Improvements

- 1. Necessary improvement to existing industrial sites in Taylorville, Carlinville, Pana, Litchfield, Hillsboro, and Shelbyville.
- 2. Industrial site improvement in Piasa Township.
- 3. Rail Spur to Jerseyville Industrial Park.
- 4. Industrial site improvements for Coalton.

- 5. Preliminary improvements on the Nokomis Industrial Site.
- 6. Industrial site improvement to the Pana Industrial Park
- 7. Water and sewer improvements to the Hillsboro Industrial Site.
- 8. Rail service to the Litchfield Industrial Park.
- 9. Develop industrial area in Raymond.
- 10. Develop an Industrial Park in Taylorville.
- 11. Development of the South Central Terminal Industrial Park (Owned by the City of Pana)
- 12. Development of the Macoupin County Industrial Park north of Carlinville on Rte. 4.

Transportation

- 1. Traffic improvement projects in Wenonah and Irving.
- 2. Bridge widening and improvements to all County and Township roads.
- 3. Airport facility improvements for Jerseyville, Hillsboro, and Shelbyville.
- 4. Harbor and dock facilities at Grafton.
- 5. Harbor and dock facilities at Piasa Harbor. **
- 6. Improvement of State Highways 16, 51, 32, 128, 108, 48, and 185.
- 7. Seek funding for a bridge at the south end of Calhoun County.
- 8. Rte. 67 Corridor serving Greene and Jersey County. Engineering has just recently been completed.
- 9. County highway improvements in Calhoun County, particularly raising the road to the Brussels Ferry.
- 10. Bridge improvements in Elsah.
- 11. Street and drainage improvements in Butler.
- 12. Street improvements in Hillsboro.**
- 13. Brick street rebuilding in Pana.

- 14. Grafton has opened a ferry service to Charles, Missouri.**
 - ** Denotes projects in progress or projects completed.

Other Capital Improvements

- 1. Continued neighborhood improvements (streets, gutters, sidewalks, etc.) in Jerseyville.
- 2. Renovation of the Elsah, Grafton and Hillview Village Halls.
- 3. Drainage improvements in Hillview, Rockbridge, and Donnelison,
- 4. New schools have been built or will be built in Gillespie, Benld and Carlinville.
- 5. Renovate Montgomery County Courthouse in Hillsboro.
- 6. Lake Land's Technical Center is in place in Pana.
- 7. Community Center construction in Schram City, Hillsboro, and Taylorville.
- 8. Jersey County Courthouse and jail reconstruction.
- 9. New jail and emergency vehicle storage for Calhoun County.
- 10. Christian County Courthouse renovation.
- 11. Street and drainage improvements in Witt.
- 12. Improve riverbank stability in Kampsville and Hardin.
- 13. Solid waste facility improvements in Greene, Calhoun, and Montgomery Counties.
- 14. Fire protection improvements in Donnellson, Irving, and Batchtown.
- 15. Renovation and expansion of city libraries in Taylorville and Hillsboro.
- 16. Route 51 Bypass.

17. Addition of an intrastate natural gas pipeline.

Recreation & Tourism

- 1. Development of a countywide park system for Greene, Jersey, and Calhoun Counties.
- 2. Renovate Macoupin County Courthouse and Jail.
- 3. Recreation improvement projects and programs in Calhoun and Jersey Counties.
- 4. Tourism improvement projects and programs in Calhoun and Jersey Counties.
- 5. Designation of the Koster Indian Site as a State Memorial.
- 6. Renovate historic school in Otterville.
- 7. Build a Reservoir in Greene County between Carrollton and White Hall.
- 8. Promote the Okaw Valley Project in Shelbyville.
- 9. The Great River Road from Elsah in Jersey County to Eldred in Greene County has just recently been designated as a scenic byway by the U.S. Department of Transportation. www.bvways.pig
- 10. Development of Central Illinois Chautauqua Pavilions in Pana, Shelbyville, and Taylorville.
- 11. Wineries have opened or are being opened in several communities within the district with the moist notable being in Grafton, Strasburg, Coffeen, and Findlay.

Housing

- 1. Low rent housing in Greene County specifically, but also throughout the region.
- 2. Housing rehabilitation programs in Pana, Jerseyville, Hillsboro, Schram City, Roodhouse, Gillespie, Waggoner, Mt. Olive, and Brighton.
- 3. Development of a housing plan for the counties of Calhoun, Christian, Greene, Jersey, Macoupin; Montgomery and Shelby.

Numerous accomplishments have occurred in the past few years and other projects are underway in the District since the District CEDS report was adopted and submitted in the Fall of 1992. It was last updated in the fall of 2011.

One of the most important accomplishments is the ongoing work of the CEDS Committee as the district's leading force in economic development efforts. The committee has served as an effective forum for coordination among the counties communities. The CEDS Committee has brought together the many and various localized development efforts in the communities to focus more broadly on the promotion of the district as a whole.

Community facilities and services are another important developmental resource which are _subject to improvement through investment. Problems arise in rural areas in raising the capital for these types 'of development. There are some 92 municipalities within the West Central Development Council, Region, and detailed data on all these communities was published in a recent study.

Water and Sewer

Water and sewer systems in the region are generally inadequate for future needs in many localities. According to the 2000 Census, 81 % of the total tuber of housing units in the region are served by a' central water system installed or in the process of being installed. Communities which do not have a central water system are Hamburg in Calhoun County and Walshville in Montgomery County. Approximately 67% of all water systems were considered adequate by local officials, with the remainder needing increased water supply or storage or replacement of water mains. Recent droughts in the area have intensified many water supply problems usually due to inadequate groundwater supplies. Therefore, the need for large supply reservoirs similar to Lake Lou Yaeger has increased greatly. Sewer systems are not nearly as common, as only 69% of the total number of housing units are served by sanitary sewer systems (or in the process of being served). In addition, very few of the systems in the region were considered adequate according to Illinois Environmental Protection Agency, or served all the residents within their respective corporate limits. Due to the lengthy time process involved in achieving funding for sewer system construction, necessary improvements are usually difficult to realize.

Recent efforts by the WCDC staff has enabled several communities to upgrade water systems and examine sewer system feasibility. Under the EPA sewer system feasibility planning program, fourteen small communities were studied to determine costs for sewer systems. Unfortunately, recommendations from most of these reports call for no action or rehabilitation of septic tanks as selected alternatives. Due to cost escalation of sewer system components in the past few years, most small communities will never be able to implement such systems, unless 100% funding is available from outside sources.

Since 1966 through Rural Economic & Community Development Services (RECDS) programs, and since 1984 through the Community Development Assistance Program (CDAP), almost \$120,000,000 has been invested in the public facility infrastructure systems throughout the region. The CDAP component requires that 51 % of the people who benefit from the project be of low and moderate income status, at threat to the health and safety of those involved be in evidence, and the community inject 25% of the total project cost be provided by another source.

Fire and Police

Fire and police protection, as with water and sewer, are highly variable from community to community and, as might be expected, larger communities have better protection systems.

Fire protection in varying degrees is available in all communities in the region. In the smaller communities, coverage usually takes the form of a fire protection district serving several towns and rural areas surrounding them. Some of the larger cities have full-time fire departments although none have a fire rating less than 7 (on a scale from 10 to 1).

Police protection is much more irregular. Approximately one third of the towns in the region report no full-time police officer with most of these receiving police protection from County sheriff's departments. The ratio of full-time police officers to population averages approximately 1.22 per thousand in the region. According to this survey, only 18.7 percent of the towns sampled have an average or above average number of officers in relation to population, with 2.1 officers per 1,000 populations being the national average.

Housing

A detailed housing study has recently been completed for the West Central Development Council. According to this study, large areas of the region, particularly in the three western Counties, have marginal and sub-marginal housing conditions, according to U.S. Census definitions. Number of greatest housing needs is most pronounced in Macoupin County, with Montgomery, Christian, Greene, and Jersey also showing substantial needs. According to U.S. Census information, there were 27,629 families living in housing units built before 1939 in the region in 2000, with 1.4% of these lacking plumbing and full kitchen facilities. Of the 76,605 total housing units in the region 8,123, or 9.6% of the total are vacant and 17,729 or 22.5% are renter occupied. In addition, 78.2% of the total number of available housing units is actually owner occupied.

Table 13 details statistics on families occupying housing, offering comparisons on a countyto county basis. According to this information, almost two-fifths of all families in the region are classified by Housing and Urban Development as occupying housing built before 1939. Greatest numbers are evidenced in Macoupin, Montgomery, and Christian and Greene counties while the lowest percentages of all families are found in Jersey and Calhoun, Also 10% of all households in the region have been classified as having no telephone.

An attempt has been made to identify and enumerate overall housing needs of the region in Table 14. Substandard units have been divided into two groups; based on the information provided by the census. Census data for value and presence of plumbing indicates that a large percentage of the housing throughout the region is aged and in need of some type of rehabilitation. Minority households are not enumerated, since there is fewer than 400 minorities in any of the seven counties the region with data being unavailable for any grouping of that size.

General conclusions may be drawn from the county data presented above that improvement of the housing stock in the region will be a major developmental priority in the future. Adequate housing is certainly an enhancement which should be sought in order to make the region more attractive to new business and industry.

CHAPTER 4

PROPOSED AND CURRENT EDA RELATED DEVELOPMENT ACTIVITIES IN THE DISTRICT

City of Hillsboro - Montgomery County

The proposed facility is the construction of a city street to a partial commercial development on the south edge of the City of Hillsboro. The proposed city street and commercial development are to be built in a twenty-six acre abandoned pasture on the east side of F.A. 42 (IL Route 1.27) approximately 1000 feet north of the MOPAC Railroad Overpass.

Presently a retail discount store occupies two acres of the commercial development. The addition of this retail discount store to the Hillsboro Community has assisted in keeping product prices competitive, allowing more employment opportunities for low-to-moderate income citizens, and making goods more accessible to the Hillsboro community and other neighboring communities. The retail discount store is owned by the Duckwall-ALCO Stores, Inc. The Duckwall-ALCO Company currently hires up to twenty-five fun and part time employees. The construction of the access road and the commercial development will provide more employment opportunities for the community.

Future development plans include the addition of new businesses. The Hillsboro Area Hospital is committed to building an Extended Living Facility at an estimated cost of \$1,500,000, which will create six new, jobs. The Hospital plans to add a Wellness Center and invest approximately \$1,250,000, which will add 10 new jobs, and a day care center with an estimated cost of \$500,000, which would result in 10 new jobs. In addition, the hospital would build an ambulance garage at an estimated cost of \$400,000. Other commitments include McDonough Engineering, which intends to build a new facility at an estimated cost of \$350,000 and plans to add five employees to their staff

Further, it is estimated that in addition to the creation of new, jobs, the City of Hillsboro would benefit by as much as \$100,000 additional sales tax annually. The construction of the proposed roadway will provide easier access to the hospital, junior high school, and high school.

The city is unable to provide all of the funding for the proposed project. The Economic Development Administration grant will provide the City of Hillsboro with the capability to attract new businesses to the community. The City of Hillsboro is ineligible for the Illinois Economic Development Grant because this project involves a retail business. The design and construction of the City Street will meet all Illinois Department of Transportation requirements. Construction of the proposed project should begin as expeditiously as possible so the community can enjoy the benefits of the new rehabilitation activities, CDAP funds may be used to finance acquisition, disposition, clearance and relocation to arrest the decline of an area. Also, CDAP funds may be used for public facilities improvements and/or residential connection costs which will support a housing rehabilitation project. The grant ceiling is \$350,000.00.

The City of Hillsboro and the Village of Taylor Springs in Montgomery County each have "Brownfield Sites" that need rehabilitated and cleaned up.

City of Litchfield

The City of Litchfield is a municipal government/non-profit entity serving the residents of Litchfield, Illinois. The City's function is to provide for the needs of its residents through its Building, Economic Development, Fire, Lake, Police, Street, Wastewater, Water, and Zoning Departments. The City is fiscally responsible for utilizing funding in an effective manner to best service the community.

The City of Litchfield is requesting assistance with the extension of utility lines including water and sewer to the west side of Interstate 55. The extension of the utilities to this area would fulfill two primary needs of the community. The first need is to provide a connection to other water resources. The City is a water source for a number of water districts in this rural central Illinois area. The water line extension to the west side not only would allow the City to provide a water resource option to interested parties but would provide an opportunity for the City to potentially link to a large water supplier, thus providing a secondary water source

The need for a secondary source would be beneficial to the City as it has also been selected as a community for the location of a 110 MGD ethanol plant. The facility's water need would reach over 1 mgd on an average basis. The City's two lakes provide the City's water source and would be enhanced by the backup supply if able to connect to water suppliers to the west of 1-55, such as American Waterworks.

The second need is that for future expansion. The City is the employment hub for an economically depressed county with an unusually high unemployment rate. The City has been successful with the building of two industrial parks housing nearly twenty industrial businesses employing nearly 1000 people. With the second park nearly full, the need for the City to move forward with the planning for a third business/industrial park is imperative. Available land to the west side of Interstate 55 would provide an excellent location for businesses as it has direct interstate access and is situated midpoint between St. Louis, MO and Springfield, IL. The Interstate Network system within the 40-mile distance extends reach to anywhere in .the United States. The utilities extension would allow the City to move forward with acquiring land necessary for the development of the Industrial/Business Park. The City has already taken the initiative in its planning to designate funds to the engineering design for the utilities extension and has developed a conceptual master plan to show the area developed as a whole. The Project includes extension of a 16" water main line 1,800' and of an 18" sewer main line 3,700' to the west side of Interstate 55 in Litchfield.

The utilities extension is crucial to the project and to the future growth of this rural community.

The City is requesting the funds in the FY 2009 funding. Construction costs only: Water Main \$220,000, Gravity Sewer Main \$385,000, and Lift Station/Force Main, \$330,000.

The City is currently not receiving any other funding for the project. It will look to pursue any grants or financing options that may be available.

The City of Litchfield is located within Montgomery County, Illinois. The County is considered a Labor Surplus Area by the US Department of Labor Employment & Training Administration. The County's unemployment continues to exceed the national and state averages and was reported for October 2007 at 6.6%. In addition, the City of Litchfield is the employment hub for Montgomery County as well as the adjacent counties. Over twenty percent of the residents in Montgomery County work in Litchfield. The City has a balance of commercial and industrial business which make up this employment. However, it is important that Litchfield continues to provide opportunity for industrial growth through such Industrial/Business Parks to provide good paying jobs to the area residents. Many local residents are employed by commercial or small businesses paying minimum wage, thus resulting in our County being economically depressed. The median household income is \$31,478. Our County needs quality industrial jobs that provide good benefits to its employees. The City of Litchfield has been successful in filling its two industrial parks with quality businesses which have expanded over the years. They are committed to providing the training needed to their employees and have seen longevity in their employment. Our rural central Illinois community is in need of assistance to spur growth, job creation and new investment in the local area.

The impact of extending the utilities to the west side would lead to the development of an industrial/business park as well as additional commercial development. The anticipated result would be creation of jobs, expanded tax base, and an improved standard of living for the residents of Montgomery County as well as surrounding Counties.

City of Litchfield - Montgomery County,

This project consists of the construction of a new, signalized intersection on Illinois Route 16 between the City of Litchfield and the 1-55 interchange with Route 16. This intersection will provide a more direct access into the Litchfield Industrial Park on the south side of Illinois Route 16. The north leg will provide the main access for a 121 -acre commercial development to be known as Route 66 Crossing at Litchfield. This access road will eventually connect with the Super Wal-Mart.

The design of the intersection has been completed after extensive consultation with District 6 of the Illinois Department of Transportation, The current "free flow off ramp" for vehicles exiting 1-55 north to Illinois Route 16 eastbound will be replaced with a T-intersection in order to provide storage space for vehicles turning into the proposed development. Other highlights of the design include the milling and resurfacing of Illinois Route. 16 for the limits of the project traffic signals, which will be coordinated with existing signals at Illinois Route

16 and Ohren Drive {dust east of the proposed intersection), left and right turn lanes into both the commercial development and the Industrial Park, and reconstruction of the existing concrete medians an Illinois Route 16.

Also included is a sanitary sewer, force main which will begin at a pump station located behind the Gliks Store. This force main will be bored under Illinois Route 16 and traverse southerly another 1546 feet to an existing manhole in the Litchfield Industrial Park, Approximate total

construction costs \$1,500,000. Estimated project completion date 20072008. This project is presently under construction,

This project will facilitate the growth and expansion of these businesses: Schutt Manufacturing, International Filter Manufacturing Corporation, Napco, Lincoln Land Community College, and Morton Buildings, QB Technology, the New Super Wal-mart and a new motel.

Litchfield is also always trying to maintain- and upgrade the public infrastructure facility water and sewer systems that not only serve the residents of the city, but the continually growing commercial development west of the city.

New businesses in Litchfield since February 2003:

Wal-Mart Supercenter Baymont Inn
Comfort Inn Rt. 66 Car Wash

Denny's Restaurant Schutt Sports Distribution

Mobil Mart Convenience Store converted from a gas station to new expanded building. M.I. Ford sold to Victory Lane Ford, who moved to an expanded new location. Litchfield Meat Market sold to L & W Best Brands Appliances which is now open. Always in Style Boutique

sold to First to the Finish which is open. Dana Corporation Distribution Center

Skate Zone Roller Rink

Checkered Flag Slot Car Racing

Walton Chiropractic Clinic

The following are new businesses listed with the Chamber of Commerce: White Buffalo Trading Company Litchfield

Carpet Central Air Services Baker's Custom Homes Wick Dealership Bob's Computer Solutions

Village of Panama

This project is considered a priority project because of the environmental impact it might have on the Village and its residents. A creek that flows adjacent to the Village waste water impoundment is gradually eroding the embankment which might eventually cause leakage from the impoundment to the creek. The Village is currently trying to secure funding to correct the problem. Total expected project cost - \$50,000. This project has just been completed.

Village of Donnellson

The Village recently received a grant of \$400,000 to help them, construct a sanitary sewer system. This project is completed. The Village is also seeking enough grant funding to help it improve its water system and connect to the City of Greenville.

Village of Butler

The Village is interested in installing a sanitary sewer system that connects to the City of Hillsboro. Costs are undetermined at this time. The estimated project completion date is.

City of Hillsboro

Hillsboro Area Health Foundation supported establishment of the Tremont Ridge Assisted Living Center, the Fusion Fitness and Aquatic Center, and a child daycare facility ran in conjunction with Hillsboro High School.

The addition of a rail spur from the Union Pacific mainline to the north edge of property occupied by Hixson Lumber Company is being funded through a grant from the Illinois Department of Transportation. The addition of the rail spur is expected to create at least 10 new jobs at the Hixson Lumber Company.

The Eagle Zinc Superfund site is more than 140 acres of potential industrial and commercial development space for the City of Hillsboro. USEPA and Illinois EPA held the first public hearing and comment period to initiate a site remediation planning process in May of 2009. Based on the information gathered at the May 2009 hearing, the anticipated timeline for cleanup will run through 2011.

The Dominion Energy Prairie Fork Wind Farm is a 300 megawatt wind farm project that is in the process of securing easements with landowners in Christian and Montgomery counties. As of May 2009, between 100 and 125 wind turbines are anticipated to be placed across several thousand contiguous acres. The finance markets and availability of affordable capital have pushed the construction timeline back to 2012. At peak construction, the project is projected to employ 300people. After construction, a projected 15-20 full-time employment base with annual property tax revenues of \$1 million are projected.

Village of Harvel

The Village is interested in constructing/installing a sanitary sewer system that will effectively serve the citizens in the community. It is presently on a septic tank system which is outdated and in constant need of repair. Costs are undetermined at this time.

Montgomery County Rural Water District

The Montgomery Rural Water District has finished construction of Phases I, II, and III. The Montgomery County Rural Water District is preparing to design and construct Phase IV of the project. Estimated project completion date is 2011-2012.

Calhoun County Rural Water District

The Calhoun County Rural Water District has submitted a formal application to Rural Development for funding of a Phase IV rural water project. The Calhoun County Rural Water District sought and received funding for Phase I, H, III, and IV, which have been installed, The proposed water system expansion will continue to use facilities installed under the first 3 projects such as the existing water treatment plant, transmission mains, stand pipe, elevated storage tank, and booster pump station. The Phase IV project will include 50 miles of water line, service connections for 175 new users, elevated storage tank, and related appurtenances. The total estimated cost of this project is \$3,000,000. This project began construction in the Fall of 2005. This project is completed.

Village of Brussels

The Village is trying to develop and design a cost efficient sanitary system that will effectively serve the residents of the community. They plan to seek funding for part of this project from DCEO by requesting design engineering funds totaling \$85,000. Estimated project completion date of 2012-2013. The Village has received a \$350,000.00 grant from DCEO to help replace/move water lines in the Village.

Greene County

The Greene County Rural Water District has submitted a formal application to Rural Development for funding of a Phase III rural water project. The Greene County Rural Water District sought and received funding for the first two phases which have been completed.

The proposed wafer system expansion will continue to use facilities installed under the Phase I project such as existing transmission mains, ground storage tank, elevated storage tank and master meter. The Phase III project will include 55 miles of water line, service connections for 180 new users, elevated storage tank, and related appurtenances. Total estimated project cost is \$2,250,000. Estimated project completion date- 2011-2012.

Greene County/White Hall

Repair/resurfacing of County Road Serving the Hanor Company

The existing roadway is structurally insufficient to carry the excessive amounts of 80,000 lb.

trucks that correctly utilize this section of roadway. It is proposed to construct a bituminous overlay on the existing pavement to provide structural capacity for an 80,000 lb. truck route. The proposed scope of work will be limited to bituminous overlay, pipe culvert replacement, pavement marking, pavement patching, and aggregate shoulder construction. No alignment, drainage, traffic control or other geometric improvements are proposed with this project. No utility adjustments or RO.W. acquisition is anticipated for construction of the improvements as-stated. Total estimated project cost - \$1,100,000. Estimated project completion date is 2011-2012.

Village of Mt. Auburn (Christian County)

The Village intends to request \$80,000 from the Illinois Department of Commerce and Community Affairs to assist the Village in designing an adequate water transmission system which will include the replacing of deteriorated water lines with larger lines and the contraction of a new, larger water storage tank. The total estimated construction costs are approximately \$750,000.

<u>City of Taylorville (Christian County) - Diversified Energy., Inc. (proposed activity)</u>

The mine site will be located on 22,000 acres in Christian County. It contains approximately 150,000,000 tons of coal. Six hundred acres on that site will be used to place the mine opening, wash plant, load out facility and refuse area. It is estimated that within two years production will have started and within another two years it will be at full production. The goal is to produce 3,500,000 tons of coal per year. In order to achieve this production, approximately 500 employees will be needed. The mine opening, wash plant, and loan-out facility will cost \$20,000,000 and approximately \$11,500.000 in mining equipment.

City of Taylorville (Christian County) - Expansion of ATY Building Systems, Inc.

In order to expand manufacturing operations in Taylorville, Illinois, ATY is seeking outside financing to be used entirely for the purchase and installation of necessary equipment. By the end of the second year after expansion, ATY will employ 105 people, 85 of those in Taylorville and 20 in Denver, a creation of 59 jobs in the first two years. Financing is being sought through' the issuance of a 1 0-year SBA 7(a) Term Loan in the amount of \$643,000 at reasonable market rates with an additional CDAP Grant resulting in a \$485,000 loan from the City of Taylorville issued as subordinated financing. In addition, ATY will request a \$500,000 conventional Line of Credit to be used for material purchases at favorable prices. Since the initial start-up phase, the company has made great strides in both revenue and profitability. Projections clearly indicate that with expanded and properly equipped facilities in Taylorville, ATY is capable of repaying debt directly from cash flows without hampering normal operations.

Jersey County

The Jersey County Board is negotiating with Vandalia Tractor Company to establish a New Holland farm machinery sales and service center in the unincorporated area of Jersey County. Vandalia Tractor Company's building contractor has taken out a Jersey County Building Permit application to build a new facility and expect to reach full employment in 2 years with the creation of 20 new jobs. Vandalia Tractor Company has indicated to the Jersey County Board it will also be applying to the County's Revolving Loan fund program to lower the projects over all borrowing costs.

City of Jerseyville (Jersey County)

A group of local businessmen and Mayor Tom Thompson have teamed up to build an Asian Carp processing facility in Grafton. The Grafton Businessmen have applied for an Ike CSP Disaster Recovery Grant and are optimistically awaiting a decision form DCEO. The Asian Carp processing facility will create 43 new jobs; additionally the project will create more jobs as it restores Grafton's fishing industry. The City has also applied to DCEO for IKE CSP Disaster Recovery Grant funds to dredge the Grafton Ferry Channel and the Grafton Harbor Marina and to make restoration to certain water front areas damaged by the flood of 2008. Grafton has also contracted to purchase the City's potable water supply from Illinois American Water in Alton, Illinois. The City is making improvements to its distribution system and updating its metering.

The City plans to request funding for two separate projects within the next 2-3 years. The City would like to upgrade the water and sewer systems which serves the residents on Goodrich and Spruce Streets and replace the remainder of the main water main that serves the entire population of Jerseyville. The cost of these two (2) projects combined is approximately \$800,000. Both of these projects should be completed within two years of grant award announcements. Completion date is 2012 -2013. The City of Jerseyville would also like to build a new water treatment plant.

Jersey County Rural Water Company (Jersey County)

The water company plans to look for funding to plan, design, and construct a water system that will connect rural residents to the Jersey County Rural Water District. The project, if funding can be secured, will serve approximately 225 households and 615 residents in the northwestern part of the county. These residents currently depend on wells or cisterns that are undependable and unsafe to drink. The total costs of these projects will approach \$3,000,000. The projects, if funded, will be completed by the years 2012-2013.

City of Litchfield (Montgomery County)

A new super Wall Mart opened up in 2004 that doubled the previous employment from 200 to 400 people.

A new outlet mall is presently under development located between 1-55 and Old Route 66.

The actual number of occupants has not been determined at the present time. The developer is still in negotiations with several interested businesses.

Taylorville Industrial Park

The City of Taylorville would like to purchase a tract of-land from ADM and convert it to an Industrial Park to accommodate the expansion/relocation of two local companies. One company manufactures components for use by CAT, GM, and Wal-Mart among others. The company plans to invest between \$4 and \$5 million and employ 1.00 people. The other company manufactures steel buildings that are shipped all over the world. They currently employ 40 people and plan to hire an additional 16-24 people. The initial investment will be approximately \$4 million. The Industrial Park will require roads, rail, sewer, water, and other utilities. The City plans to seek financial assistance from federal, state and local financing sources.

Taylorville Power Plant

The Christian County Generation LL, for the Taylorville Energy Center plans to construct a \$billion 630 meg-a-watt coal gasification plant that would turn high sulfur Illinois coal into a synthetic gas for use in producing electricity.

Summary of Employment Impacts

- Construction of the electric power generation facility will create 1,500 full time and part time jobs in Illinois over the duration of the construction project. Indirect employment of an additional 793 full time and part time jobs will be created in the state.
- Of the indirect jobs generated by construction of the electric power generation facility, additional jobs will be created in the following industries;
 - 1. 129 in retail trade industry.
 - 2. 110 in health and social services.
 - 3. 86 in professional, scientific, and technology.
 - 4. 70 in accommodations and food services.
 - 5. 68 in other services,

Summary of Employment Impacts

Construction of the electric power generation facility will employ 120 employees in Christian County. Indirect employment of an additional 543 full time and part time jobs will also be created in the county as a result of electric power generation operations.

Of the indirect jobs generated by the electric power generation facility's presence in Christian

County, additional jobs will be created in the following industries:

- 1. 106 in accommodations and food services.
- 2. 65 in transportation and warehousing.
- 3. 54 in the retail trade industry.
- 4. 48 in finance and insurance.
- 5. 48 in professional scientific, and technology.
- 6. 43 in other services.
- 7. 39 in wholesale trade.
- 8. 37 in health and social services.
- 9. 34 in construction.

For each 100 employees added to the electric power generation facility, 453 additional jobs will be created in the county.

Summary of Employment Impacts

- Illinois coal consumption by the electric power generation facility will employ 416 employees in the state with 158 in the mining industry directly and an additional 258 in other industries.
- Of the indirect jobs generated from Illinois coal consumption by the electric power generations facility's presence, additional jobs will be created in the following industries:
 - 1. 39 in arts, entertainment and recreation.
 - 2. 32 in retail trade industry.
 - 3. 30 in health and social services.
 - 4. 20 in transportation and warehousing.
 - 5. 19 in accommodations and food service.

Litchfield Ethanol Plants

The 110 MOD Ethanol production facilities will require an upgrade of the roadway system to the 40 acre plant site to support up to 300 semi-trucks per day on 80,000 LB. roads. Rail access will also be required for the project. The project is expected to create 50-60 full time plant jobs, several hundred trucking jobs, and up to 1,000 construction jobs. The economic impacts of spin-off businesses or industries have not yet been quantified.

Nutwood Levee District

The Nutwood Levee District would like to raise the levees in the district and upgrade the pumping facilities.

Deer Run Coal Mine

Patton Mining Company is developing the Deer Run Mine site which is projected to employ 200 people when coal is mined beginning as early as 2010. All but one state, federal and local permit have been attained and site preparation work was able to be initiated in June 2009.

Lincoln Prairie Water Company

This rural water cooperative, which is part of EJ Water Company, is extending water service from Lake Shelbyville through Christian County to communities of Ohlman and Wenonah in Montgomery County and Oconee in Shelby County.

CHAPTER 5

SUMMARY OF DEVELOPMENT PROBLEMS AND POTENTIALS

Introduction

Thus far, this document has explored various areas of economic concern necessary in defining the region's economic development program. To achieve future success toward better development of the region's economy, local development groups should capitalize on existing developmental potentials while also working to solve development barriers or problems.

Analysis of Potentials

Natural Resources

The West Central Development Council is fortunate in having an abundance of natural resources. Mineral resources include valuable coal deposits and fertile soils which have supported the region's economic base in the past. Abundant coal reserves, combined with the existing aquifer that underlies the western portion of the region, provide an excellent potential new direction toward which the area's coal production may be turned. Coal conversion requires accessibility to these two resources which may in the future provide important opportunities for economic development.

Environmental Issues

The overriding objective of the CEDS is, of course, to foster economic development within the seven county areas. Such economic gains will prove most rewarding if they are achieved in a proper balance with environmental and cultural objectives. Accordingly, this section will briefly examine and discuss any identified "environmental constraints" upon future development and/or specific environmental problems within the district requiring special attention.

Endangered Species

According to the Illinois Department of Natural Resources, Natural Heritage Database, there are more than 15 species (both fauna and flbra) listed as endangered species within the seven county district. A more detailed list of these species is available le from the Illinois Department of Natural Resources.

Solid Waste

To date, the most economical way to dispose of solid waste is to landfill the material. Other forms of waste disposal, such as incineration, add extra expenses to the cost of disposal. As well, utilizing a local transfer station for collection and long haul to an out-of-area landfill will increase disposal costs via transportation and increased handling of the material.

The Illinois Solid Waste Planning and Recycling Act, passed in 1986, mandated that each county be responsible for the planning and management of its solid waste. Each county was expected to draft and adopt a 20-year solid waste management plan which has three main components.

These components are:

- (1) Waste Reduction source reduction and reuse,
- (2) HHW, and recycling final disposal composting, incineration, landfills, and lastly,
- (3) Implementation coordination of planning, recycling and educational efforts. Through an intergovernmental consortium, the seven counties prepared a Needs Assessment and adopted a West Central Illinois Solid Waste Management Plan in the Summer of 1996. This plan was approved by the Illinois Environmental Protection Agency ([EPA).

Water/ Wastewater

With the exceptions of the smaller isolated villages, most incorporated communities in the seven counties have direct access to abundant raw water supplies (aquifers, lakes, reservoirs, water transmission lines, etc.). Nearly all of the incorporated communities in the seven county districts, with populations of 1000 persons or more, either own their water treatment impoundment facility or have arrangements with neighboring communities and/or water districts to purchase treated water.

Some of the district's larger communities are in the process of expanding their water processing storage capacities to accommodate future community development and to accommodate anticipated peak demands and/or improve treatment quality. At least five rural water districts are in varying stages of development/operation, and at least one other district has been in operation for a number of years. The combination of these developments either now, or will, afford a majority of the district's residents with a dependable, safe supply of potable water.

Due to the fact that very few smaller communities have adequate wastewater treatment facilities, no industrial and few commercial developments are located in such settlements; this is not unique to our District. Most larger communities have adequate existing or expanding wastewater treatment facilities to accept new industrial commercial developments.

Some communities are considering expanding their wastewater collection lines (as well as water lines) to service existing and future development within their fringe areas.

Labor Force

Even though agriculture has in the past been a decreasing source of employment, the region is still 3 - 4 times as specialized in agribusiness as the national average. Because of the already stable and prosperous agriculture base, there is potential for further exploitation of this sector, especially in manufacturing and distribution of agricultural goods, which could serve as a potential source of employment for the agriculturally - oriented segment of the workforce. Service related jobs are now the number one employer in the district, which indicates that a suitable labor force is already available for this type of endeavor. The educational levels in the region are low compared to national levels, but the region's population is within easy access of educational institutions which serve as potential training centers for the regional labor force.

Transportation

Much of the West Central Development Council region is in the economically advantageous position of being in a direct transportation corridor among the four small metropolitan established areas, Decatur, Bloomington, St Louis and Chicago. For this reason, the region has good potential for accessible north-south transportation of goods and people. Major water-based transportation is also accessible to 'the western portion of the region through utilization of the Illinois and Mississippi Waterways. These factors, combined with flat topography, make an attractive location for light industry,

Organizational Development

Movement toward more sophisticated development organizations has recently become a vital interest at the regional and local level. Five counties, Calhoun, Jersey, Christian, Macoupin and Montgomery, have active planning commissions which will play major roles in future development of their counties.

The West Central Development Council Inc. is available to provide technical assistance to CEDS committees in each county, as well as to other locally active groups. This renewed interest has presented itself as a necessary potential for the region's economic development.

Several municipalities have already developed industrial parks in order to further encourage industrial development.

Demographic Constraints

Employment in agriculture, mining, construction and manufacturing have been on the decline in the recent past. Indications are that this trend will continue. Through this loss of employment, the region suffers loss of population and wealth to neighboring regions which can provide the displaced segments of the workforce with needed employment.

Compounding this problem, the region's population composition by age contains a low percentage of population in the 20-44 range and a higher percentage in the 65 and older age group. This reflects the region's inability to retain younger workers because of inadequate economic opportunity.

Education levels in the Region are considerably below state and national averages of 12.1 years. This educational gap may be of substantial importance to potential industry considering this Region for location. It should be noted, however, that the most significant gap exists in Calhoun County, which presents a special problem due to the county's somewhat isolated location.

Analysis of Problems and Constraints Facilities and Services

Large areas of the region, particularly the western portion, show substantial need for adequate housing. Improvements to the housing stock would certainly enhance the region's attractiveness for location of new business and industry.

As in other rural areas, the West Central Region possesses generally less than adequate public facilities and services. Water systems in many areas need to be upgraded. Recent efforts have been made to examine sewer system feasibility, but the growing demand for public facilities and services has outpaced the finances of local government. Recreation, fire and police, as well as other human services, have also not kept pace with present needs.

Transportation

Even though much of the region is within the major transportation corridor mentioned previously, there are prevailing constraints on accessible cast-west land-based routes. This problem causes considerable hindrance in development of those areas within the region that lie on the outskirts of this corridor. This includes all of Calhoun County, western Jersey County and a large part of Greene County.

Coal Mining Impact

Macoupin County has been especially impacted by the mining of coal. Much of the historical economic development of the region may be traced to the discovery of rich coal deposits in the late 19th century Coal mining became the major non-agricultural income producer as extensive mining took place from 1900 through 1990. In the late 1920's, however, a long period of economic decline and resultant population loss began. Automation of the mining, the enactment of the Clean Air Act and increased use of other fuels began to slow the one industry economy. The declining coal industry, combined with a reduction in farming employment during the depression, led to a substantial out-migration from the region which was only recently stabilized.

Extremely large areas underlying Macoupin County have been undermined. Subsidence has occurred in some cases, and further subsidence is expected. Problems associated with this are varied, and they will have to be resolved in future years.

Today, even though costs of other fuels have risen dramatically, the region has not experienced a rebirth of the coal industry. Two mines are still in operation in Macoupin County and one in Montgomery County. The coal mine located in Coffeen closed down in the mid 1980's.

With the reality of mines closing and a decrease in future coal production, the county must expect mine workers and their families to search for employment elsewhere with a potential for relocation. The depressed coal industry will be disastrous to the region due to the fact that county municipalities are already experiencing distressed economies.

Macoupin County has great potential as an energy producer however; present problems must be addressed and future problems resolved so as not t[©] hinder extraction of this resource while at the same time making provisions for the increase in population and the various services and facilities which will be required

Organizational Development

In the past, local communities have been lacking in organized efforts dealing with economic development. Those groups that were in existence eventually lost interest due to lack of progress and technical assistance. Without showing progress, these groups have a hard time justifying their existence to the always - present faction at odds. With renewed support and coordinated efforts from the local communities and the region, this trend may be reversed and these efforts given new impetus.

Participant Groups

The following work program will be carried out in cooperation between the following groups and governments:

The Shelby County CEDS Committee

The Macoupin County CEDS Committee The

Christian County CEDS Committee

The Greene County CEDS Committee

The Calhoun County CEDS Committee

The Montgomery County CEDS Committee The Jersey

County CEDS Committee

The municipalities of each County Government The

West Central Development Council

Economic Development Administration, Department of Commerce

Calhoun County Planning Commission

West Central Illinois Health Systems Agency Illinois

Department of Conservation

United States Fish and Wildlife Service

The U.S. Army Corps of Engineers

ESDA Coordinators in all seven counties.

Macoupin, Montgomery, and Greene County

Economic Development Corporations.

Two Rivers Resource Conservation & Development Committee

Agriculture Soil Conservation Service, local office

Soil Conservation Service, local office

Christian County Economic Development Corporation

Pana Industrial Development Corporation

Taylorville Industrial Development Corporation

Other state, federal and local agencies and organizations

CHAPTER 6

DEVELOPMENT STRATEGY AND PLAN FOR IMPLEMENTATION

The development strategy for the West Central Development Council represents the "link" between the analysis of the district's economy, which makes up the bulk of this document and encompasses both the potentials and barriers to development in the region, and the programs, activities and projects that will be undertaken under the CEDS.

The development strategy has two major parts, the first being a discussion of the policy guidelines and implicit assumptions which culminate in a set of goals and objectives for economic development in the region. The second part deals with the actual work program designed to achieve the goals and objectives from a multi-year standpoint and sets forth how the staff and committee efforts will be utilized to carry out the course of action selected..

Policy Guidelines and Assumptions,

In formulating a set of goals and objectives for economic development, certain general assumptions about the outlook for the district's economy, the causes of its problems, the suitability of certain economic activities to the region and the course of future demographic changes in the region, should be examined. Their assumptions are stated explicitly below in order to better understand the goals and objectives which follow.

Outlook for the Region's Economy,

It is assumed by the CEDS Committee that the future outlook for the region's economy is critical, and that the factors which have led to its decline are in a holding pattern. This is based partially on the recent demographic and economic data presented in this report and also on the commitment of the district's leaders in bringing about the changes necessary to boost the economy. Never in the region's history has a coordinated effort aimed at changing the structure of the regional economy been undertaken.

A second major assumption is that the external or macro-economic situation will not be such that this reversal is impossible. Thus, at least modest national growth (with no wars, large natural disasters or major economic setbacks) is assumed.

The Causes of District Problems

It is assumed by the CEDS Committee that the major underlying causes of the economic ills of the region are as follows;

- 1. Past dependence of the economy on mining and agriculture as direct sources of employment resulted in a lack of diversification and an ultimate employment decline as these sectors changed.
- 2. An increasing population loss was a result of the above situation which, in turn, affected all sectors of the economy.

- 3. The relative isolation of certain portions of the region, both in a physical sense (such as Calhoun County) and more generally, remoteness from a major "corridor of commerce" between SMSA's for example, western Jersey County, most of Greene County and southern Montgomery County.
- 4. One widespread problem of all rural America is the lack of external stimulation through government spending and private investment. The flow of tax dollars from rural areas in the midwest have been diverted through state and federal expenditures toward large population centers throughout the nation. Thus, there appears to be a net loss of wealth to the urban areas and more widely recognized depressed areas such as Appalachia.
- 5. Lastly, a general lag in education and other demographic characteristics have occurred among a large group of disadvantaged persons. This trend is hopefully being reversed to some extent by local, state and federal social service agencies.

Suitable Economic Activities

The CEDS Committee assumes that certain economic activities will be highly unlikely to locate within the region for reasons discussed elsewhere. The major types in this category would fall under the heading of Primary Production of Heavy Industry.

The Committee also assumes that the best course of action is revitalizing the regional economy which involves the diversification of those sectors which now form the economic backbone of the region. Thus, it is assumed that no major structural shifts will be made in the region's economy.

Population Growth

The committee assumes from the most basic standpoint that the regional population decline of the past half - century leveled off and is to some extent remaining constant. Minimal, if any, growth is expected. This assumption is borne out by population projections prepared by both the state and the region.

The committee further assumes that the areas of fastest population growth will be located in those areas adjoining the metro-areas of St. Louis and Springfield, primarily southern Macoupin, Jersey and northern Macoupin, the panhandle of Montgomery County and northwestern Christian Counties and Shelby County may experience minimal growth because of its proximity to the college towns of Mattoon and Charleston and the construction of the Future Gen Plant in Mattoon. Litchfield, because of its proximity to Interstate 55, is also considered a major growth center. More modest, but important, population growth will also take place in the district's growth centers; Carlinville, Taylorville, Pana, and Shelbyville.

CHAPTER 7

CEDS Goals & Objectives

The West Central Development Council, Inc. supports a regional vision of seven west central counties of Christian, Greene, Shelby, Macoupin, Montgomery, Jersey and Calhoun. The regional vision is to create a climate that encourage economic expansion, has information and data available to all citizens interested in economic opportunities or general characteristics of the seven county regions, and gleans maximum benefit from regional economic incentives available. The WCDC's member municipalities envision a region that provides adequate public safety services to its residents, and a region that fosters a desirable quality of life for its residents through parks, libraries and tourism opportunities.

Goals

The WCDC has many goals to accomplish over the next several years in order to achieve even a portion of the region's vision for change. These goals are also to:

- Expand the region's economic base through sustainable utilization of geographic advantages and natural resources in the region.
- Expand employment opportunities for residents of the region.
- Strengthen and diversify local economies.
- Increase capabilities of local communities to support and survive economic development shifts.
- Provide a state-of-the-art Regional Data Center for the WCDC Region, providing access to a host of information and information sources concerning the seven west central Illinois counties, including GIS mapping services.

The objectives identified in order to obtain the goals set forth by the West Central Development Council are to:

- Take greater advantage of the geographic and location attributes of the region's rivers, interstates and rail system by encouraging further development along these routes.
- Improve or expand production capabilities of industries relying on natural resources such as agriculture, mining and forestry.
- Create new jobs through industrial expansion, new industrial development, small business development, agriculture diversification and establishment of industrial businesses that utilize available agricultural products.

- Increase training opportunities and skill development programs designed to qualify residents for available and projected jobs.
- Assist existing industries and demonstrate expansion potential.
- Provide needed support for industries that will maximize production and employment capabilities.
- Encourage economic diversity in employment sectors throughout the seven counties.
- Expand the tourism industry through enhancement of existing attractions, development of new attractions and establishment of additional tourism support services.
- Provide essential local and regional water, sewer, gas, electric services, telecommunications and public services through technical assistance to local municipalities. Develop stronger highway networks with emphasis on east-west routes.
- Encourage the development of renewable energy businesses within the region.
- Encourage the development of a high speed rail system connecting St. Louis to Chicago.

Chapter 8

Strategic Projects, Programs, & Activities

Suggested Projects

Projects that need to be undertaken in the short term in order to accommodate long term growth are the most important to the residents and leaders within the WCDC Region. Industrial parks and industrial properties that are currently vacant need to have the necessary infrastructure installed to make these properties readily available and marketable to potential investors. Water lines, sewer lines,' and primary entranceways to these industrial parks and industrial properties need to be completed. Rail improvements throughout the region need to be made. At the present time, rail access to available property is limited. Main line rail services through Con Rail, Norfolk & Western, Illinois Central Railroad Company, Chicago and Northwestern, Burlington & Northwestern, Norfolk Southern, Chicago & Illinois Midland Railroad Company and Union Pacific Railroads, and a spur of Canadian National are available in Shelby, Macoupin, Montgomery, Christian, Greene and Jersey Counties. However, local access to these main lines through spur lines and switches are limited. In order for the region to develop as an intermodal transportation hub, the internal rail system within the region needs to be upgraded.

Additionally, the shipping is dependent upon the roadway system. At present, north-south access throughout the region is well advanced and accessible. The east-west access is much more limited. National shipping patterns tend to indicate that growth in transportation is through east-west linkages more so than north-south.

Training programs for residents within the renewable energies field has been proposed. With the onset of ethanol production, bio-diesel production and coal gasification possibilities become more developed within the region, the residents and workers in the region need to be trained in renewable energies fields. This will provide a properly trained and readily available workforce for the potential developments within the region.

Vital Projects

The addition of a high speed passenger rail through the region could be a benefit in the long term, especially if the new track were to run down the Interstate-55 corridor from Chicago to St. Louis, rather than attempting to place more passenger trains on lines that area already congested with freight and unreliable passenger service.

Current Internet service throughout the area is not sufficient to support telehealth, or existing rural based businesses, let alone technology led development even in the form of data centers or call centers. A priority for the entire region is to lay more fiber to support bandwidth that would compete globally with places such as South Korea at 100 MB to businesses and many households.

Montgomery County has identified the need for enhanced natural gas service through an interstate pipeline in order to realize potential related to coal gasification and other energy related projects. The first steps are to conduct a feasibility study and market study of pipeline companies to develop a plan.

Rte. 16 runs through almost every county in the region. It is the one physical infrastructure piece that ties the region together in conjunction with Rte. 100 into Calhoun County. The region needs to pursue Rte. 16 expansion study to determine opportunities for enhancing commerce and development on this existing east-west corridor. This is especially important given the four-lane expansions of north-south routes 67 and 51 through the West Central Development region.

Although the CEDS committees have identified general opportunities for business development in the region and the recent four-county mapping process completed by the Institute Rural Affairs pointed out some general growth areas, it would be useful to have a professionally derived targeted business feasibility analysis compiled for each county in the region.

Ameren and the State of Illinois make the Location One Information System (LOIS) commercial and industrial site database available to local economic development entities. West Central Development Council could work to make sure each of the local entities is aware of this opportunity.

Infrastructure improvements and the utilization of the TIF Districts are of extreme importance for the construction of the Verasun Bio-Diesel production facility in Montgomery County. Finally, many improvements regarding land use issues, zoning, incentive development, and infrastructure provision, transportation logistics, etc. will be required for the construction and operation of the proposed coal gasification plant in Christian County. The major economic investment brought by this project along with the influx of 1,500 - 2,000 new jobs will greatly strain the infrastructure and current commercial and housing markets within 'the entire region.

Planning and improvements need to be made to accommodate the economic changes that will be associated with this project.

Projects in Lincoln and St. Charles Counties

Relocating part of Silex and dredging to reopen the Grafton Ferry are among projects, funded by \$9.5 million in federal grants by the Missouri Department Economic of Development. Silex, a Lincoln County town damaged by a flash flood in September of 2008, is getting about \$1.9 million to buy out part of the town and move it to higher ground. St. Charles County will get \$117,750 to help pay for dredging to help the ferry, which links the county with Grafton in Illinois near the confluence of the Mississippi and Illinois rivers, The ferry, now set to reopen July 1, 2009 stopped operating in December 2008 after silt left by flooding blocked its usual passage and forced it to take a longer, less popular route. The state also approved \$461,091 for buyouts of 17 flood-damaged homes along the Mississippi in St. Charles County and \$639,600 to buy out flood-damaged property in Elsberry.

High-speed rail stimulus fund rules

The Obama administration has released criteria for \$8 billion in stimulus money for high-speed rail that appears to give frontrunner status to projects in the Midwest and California. The guidelines released Wednesday by the Federal Railroad Administration are the starting shot in a race among states to build new or revamped networks. Eight mid-western states joined forces to back a network with a Chicago hub that includes a line to St. Louis.

Chapter 9

CEDS Plan of Action

The task of economic development would be overwhelming without a determination of a course of action. Decisions regarding a plan of action have resulted from three major sources of information. The analysis presented in the preceding chapters was one major source of information. A second source was the exchange of ideas, viewpoints, concerns, identified problems, potential solutions, and other topics included in CEDS Committee sessions, community assessments surveys, planning sessions, joint meetings with other related agencies and informal discussions with people concerned with development within the WCDC Region. A third important source was examination of existing resources that can assist with development efforts. Implementation of projects will result from coordinated efforts of the WCDC Economic Development District and various local, state and federal entities. The Policy Board has directed the staff of the WCDC Economic Development District to act on their behalf. Implementation will be conducted in accordance with locally adopted policies, plans and programs and with applicable state and federal guidelines and regulations.

Promotes Economic Development & Opportunity

Development of industrial sites and marketing them effectively is a main goal of the WCDC Region. This entails identifying geographic areas most conducive to industrial development, identifying appropriate types of industries for these areas, and preparing development plans for these areas. This also involves preparing a marketing strategy for the promotion of all industrial sites within the region via advertising, brochures, site databases, and web - page design.

For the local industries and commercial enterprises, the need for low-interest financing that would encourage business creation and expansion opportunities in the rural areas and small towns needs, will be identified. Industrial site information packets that can be distributed upon request will be prepared along with an industrial site database available via the internet.

Fosters Effective Transportation Access

In order to improve transportation to industrial, commercial, residential, agricultural and scenic areas, the WCDC Region supports studies of road and highway improvements to enhance economic functions. This would involve improving access interstates, major highways, industrial areas, rail services, etc. in order to enhance economic development. Improvements to the access points for tourist attractions would also need to be a priority which would promote the work with other agencies and local government to determine the need and priority of facilities, all in all enhancing tourism in the region. Improving access through signage of structures, sites, and areas of interest would also be a major advantage to fostering effective transportation access. The determination of which structures, sites and interest that lack signage or require additional signage to improve accessibility would have to be made. Also the region would have to be willing to work with other agencies and local governments to provide financing, coordination and installation of signs that provide adequate direction to structures, sites, and interest areas.

Enhances & Protects Environment

Soil erosion and flooding are the major environmental problems that affect not only the water quality, but also agricultural, residential and commercial land uses. Loss of soil and crop damage increases the cost of agricultural production in flood prone areas. Although the WCDC Region is a rural economically impoverished part of the state and has historically lacked sewage treatment facilities and potable water sources, there has been a cohesive regional prioritization approach to identifying and obtaining necessary public facilities for the entire region. Recreation and tourism have been major sources of economic growth for the region. This region is rich in its biodiversity, natural habitats, wetlands, woodlands, forests, stream, and river corridors. The region has established bike trails and walking trails. It is vitally important to continue to preserve and restore these resources within the region. The region relies heavily on tourism and the natural beauty of west central Illinois that, with proper stewardship, will not only enhance the region's natural resources but will also encourage development because of these resources.

Maximizes Effective Development and Use Workforce

Figures indicate that within the WCDC Region there is good potential for labor force growth. The current labor force represents 49.7% number of the region's population. Also, the quality of the regions labor force has potential for improvement because 65% of the older residents have high school diplomas and 12% have college degrees. The region has a history of high unemployment and has had one or more counties rank in the top ten in unemployment for over the past year. With this type of labor force, it would benefit the region tremendously for economic growth to occur.

It is the intent to strengthen and diversify the industries base by bringing in new industries, expanding existing industries, and existing locally initiated industries along with promoting minority owned industrial development and providing permanent employment of area residents. The effectiveness of the local labor market would be increased by proposing training programs as needed to enhance employability of local workers; and in order to strengthen the industrial base, assistance to local governments and development organizations in establishing business retention and expansion programs have to take place.

Balance Resources Through Sound Management of Physical Development

In order to effectively plan and coordinate the orderly development of the WCDC Region, the protection of sensitive natural resources while promoting development in other areas is necessary. This can be accomplished by taking inventory of natural areas, ecological areas, unique natural communities, proposed wilderness areas, and other areas of natural geographical or biological significance along with encouraging mitigation procedures for protection of highly sensitive areas. Another task would be to promote orderly and organized growth and development by assisting communities in zoning, county land use planning, comprehensive community planning, growth management and solid waste management.

Obtains and Utilizes Adequate Funds and Other Resources

The WCDC Region partners with many federal and state agencies and departments in order to obtain

its community and economic development needs. Over the years, strong working relationships have developed between the WCDC and these agencies. Some of the agencies working diligently in the WCDC Region to increase economic development opportunities and provide sustainable community development are: U.S. Department of Commerce - EDA, USDA Rural Development, USDA Forest Service, Illinois Department of Transportation, Illinois Department of Natural Resources, Illinois Department of Commerce and Economic Opportunity, Federal Highway Administration, Small Business Administration, Illinois Bureau of Tourism, Federal Emergency Management Agency, University of Illinois Extension Community and Economic Development programming and U.S. Army Corps of Engineers.

Chapter 10

Cooperation & Integration with Illinois' Economic Development Priorities

Due to the area's limited resources and population, several major regional organizations have formed over the years in order to serve certain needs of the region. Many of these organizations are seven county providers. This region seems to understand that many things can be accomplished by cooperating over geographic boundaries for programs and services. Economic development in the WCDC Region can be accomplished in a shorter amount of time and in a more cost efficient manner if regional organizations and partnerships are utilized.

Besides organizations in the WCDC Region, there are many other existing and potential partners to aid in the economic progress of the area. These organizations include: Southern Illinois University Office of Regional Economic Development, Illinois Rural Partners, Illinois Association of Regional Councils, National Association of Development Organizations, Illinois Institute of Rural Affairs, Mississippi Delta Commission and Illinois Cooperative Extension. All of these entities have been accessed in the past for assistance with economic development efforts and will be accessed again in the future. There is also a host of other organizations that will serve as potential partners with the WCDC Region in the economic development in the area as they are defined.

Chapter 11

Performance Measures

The West Central Development Council Region understands and encourages the evaluation process within the organization. Evaluation should be a critical element of an ongoing planning process and answer the question, "How are we doing?" in order to make the district as an agency and the region as a whole effective. As a designated economic development district by the Economic Development Administration, the WCDC conducts an annual evaluation of performance based on the goals and objectives provided in its Comprehensive Economic Development Strategy. The results of this evaluation will be included in the annual report submitted to EDA as a part of the requirements of a planning grantee. The West Central Development Council will conduct its annual evaluation based on the performance measures listed in the following pages.

Performance measures will be used to determine areas that are in need of revision or more intensified efforts. It must be noted that not all objectives and activities have been allocated to a specific performance measure. This is due to the overwhelming fact that all the strategies, objectives and activities are inter related when referring to economic development and specific measure of performance cannot be put to every activity or objective. Many of the activities of the West Central Development Council have intangible long-term results; however, they are necessary to bring about a positive change to the economic picture of the WCDC Region.

In addition regional economic indicators will be used as they become available to determine the WCDC Region's overall economic progress or decline. This is an indirect reflection upon the West Central Development Council's progress. If the district is being effective, we would hope to realize some improvement in overall regional economic development indicators over a five-year period.

The following outlines specific performance measures to be used for evaluation purposes within the context of the West Central Development Council's programs and activities.

Number of Jobs Created After CEDS Implementation

Based upon the current projects underway within the WCDC Region and the anticipated projects on the horizon, the number of jobs to be created after implementation of the CEDS is hard to estimate. However, conservatively, the WCDC anticipates that all efforts based upon the CEDS goals and objects will be attributable to the creation of at least 400 - 500 new jobs over the course of the next three years.

Number & Types of Investments Undertaken

The WCDC will aggressively pursue development of TIF Districts, business attraction and retention incentives and encourage participation in the enterprise zones already established in the region. Along with proposed infrastructure upgrades and industrial park developments, it is anticipated that several new investments will be undertaken over the next three years. These

investments include a wide range of activities including: five new industrial park tenants throughout the region, ethanol plant construction, bio-diesel plant construction, coal gasification project construction, and the expansion of grain handling facilities.

Number of Jobs Retained

The anticipated economic growth from projects that are currently pending will increase existing businesses survival chances. This will result in the retention of jobs that would be lost if the economic conditions within the region continue to decline. It is anticipated that the WCDC will provide technical assistance or some other form of assistance vehicle that will enable at least 5 businesses to expand or retain employees over the next three years. The job retention potential for these businesses is 75 jobs retained.

Amount of Private Investment after CEDS Implementation

The private investment potential after, implementation of the CEDS is incalculable at this time. As a performance measure standard, the WCDC anticipates that at least \$600,000 in private investment will be made within the region annually for the next three years. This is a total private investment of \$1,800,000.

Changes in the Economic Environment

The potential for major changes within the economic environment in the WCDC Region is greater now than at any other time in the past 20 years. With the possibility of three new, large manufacturing ventures on the horizon, major improvements within the educational, cultural, service, commercial, and housing sectors are very real possibilities. Growth- can be anticipated within all business sectors. As a performance measure of CEDS implementation, the WCDC anticipates that the service sector will grow as a portion of economic activity within the region by 5% over the next three years. Likewise, the agricultural, sector will increase by approximately 20 percent. The overall regional, per - capita income will increase 10% over the next three years. With the potential for a number of job creation opportunities, it is anticipated that the average annual unemployment rate for the WCDC Region will decrease to a level at or no more than 2% of the state unemployment level.

Other Performance Measures

Other more specific measures of performance after implementation of the CEDS will include the following items: The WCDC will assist with the creation of at least one TIF District within the area. The WCDC will provide assistance and/or capital for at least 10 new businesses (commercial, service, or retail). Two industrial parks will receive infrastructure improvements through the assistance of the WCDC.

Conclusion

Annually, the West Central Development Council will evaluate its progress and performance through a self-evaluation process. Members of the Policy Board, the CEDS Advisory Committee, and local community assessments will be consulted to determine the extent to which the WCDC is aiding sufficient economic development progress throughout the region. Areas of poor performance will be reevaluated and adjusted in order to improve the economic development service delivery from the agency.

Performance measures will also be evaluated to determine areas that are in need of revision or more intensified efforts. It must be noted that not all objectives and It must be noted that not all objectives and activities have been allocated a specific performance measure. This is due to the overwhelming facts that all the objectives and activities are inter-related when referring to economic development, and a specific measure of performance cannot be applied to every activity or objective. Many of the activities of the West Central Development Council have intangible long-term results; however, they are necessary to bring about a positive, holistic change to the economic picture of the WCDC Region.

Finally, regional economic indicators will be consulted as they become available to determine the WCDC Region's overall economic progress or decline. This is an indirect reflection upon the West Central Development Council's progress. If the district is being effective, we would hope to realize some improvement within the region over a three year period.

An annual report of the West Central Development Council's progress will be prepared and distributed to local governments, CEDS participants, and the Economic Development Administration. The annual report is intended to accomplish the following tasks: adjust the WCDC's Comprehensive Economic Development Strategy as needed; report the year's economic development activities and significant changes to the region's economic conditions; evaluate the West Central Development Council's effectiveness in meeting established goals, and provide a schedule of achievable objectives for the coming year.

Chapter 12

Illinois Department of Commerce and Economic Development Assistance Program Components

Springfield, Illinois has been very instrumental in furthering the economics of the West Central Development Council area by funding these six different components of its program. All six of these components fund projects that are consistent with the goals and objectives as they are outlined in the Annual CEDS Plan. The six major eligible activities are as follows:

Economic Development

CDAP funds may be used to assist for-profit and not-for-profit firms to carry out economic development projects. Generally, CDAP grant funds will be loaned by the locality to the borrower (business or not-for-profit organization) at agreed - upon terms. The borrower may use the funds for land acquisition; acquisition, construction, reconstruction, installation, or rehabilitation of commercial or industrial buildings, structures" and other real property equipment and improvements, and working capital expenses, limited to the following: inventory, employee salaries, general operational expenses and advertising/marketing expenses. Grant funds may not be used as grants to help service or refinance existing debt. In addition to using CDAP funds for low-interest loans, CDAP funds may be used to finance public facilities and improvements in support of economic development (e.g., water system upgrading to serve an expanding business).

Public Facility Construction

Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements are eligible activities. Project areas must be primarily residential in character. (This does not include buildings used predominantly for the general conduct of government.) Funds may also be used to finance costs associated with the connection of residential structures to public facility improvements. The funding priority for this component is for water and sanitary and storm sewer projects. The grant ceiling is \$350,000.00.

Design Engineering

Eligible design engineering activities are final design engineering of large scale projects for new or expanding water or sewer systems. The grant ceiling is \$100,000.00.

Housing Rehabilitation,

CDAP funds may be used to finance the rehabilitation of residential buildings, including improvements to increase the energy efficiency, of the structures. In conjunction with rehabilitation activities, CDAP funds may be used to finance acquisition, disposition, clearance and relocation to arrest the decline of an area. Also, CDAP funds may be used for public facilities improvements and/or residential connection costs which will support a housing rehabilitation project. The grant ceiling is \$350,000.00.

Emergency Public Facility

Eligible activities are identical to those in the Competitive Public Facility components but which are of an urgent nature and have occurred outside the normal funding cycle. The grant ceiling is \$100,000.00.

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION	<u> </u>
PETITION	and the second s
AGREEMENT	

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

2011-50 **RESOLUTION**

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for GROUP I SIGNS to VULCAN, INC. based on their low bid submitted at a letting held October 6, 2011, of \$ 104,797.90 .

STATE OF ILLINOIS)	
COUNTY OF SHELBY)	SS
,	-
State aforesaid, and keeper o	County Clerk in and for said County in the of the records and files thereof, as provided by
statute, do hereby certify the t	foregoing to be a true, perfect, and complete copy of
meeting held in Shelbyville, Ill	County Board of Shelby County at its regular linois on
IN TESTIMONY WHEREOF.	I have hereunto set my hand and affixed the seal of
said County at my office in Sh	nelbyville in said County this/at day of
October 2011 A.I	D.
	County Clerk

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION	X
PETITION	
AGREEMENT	

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

2011-51

RESOLUTION

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for GROUP II POSTS to DECKER SUPPLY, CO. based on their low bid submitted at a letting held October 6, 2011, of \$ 110,200.76 .

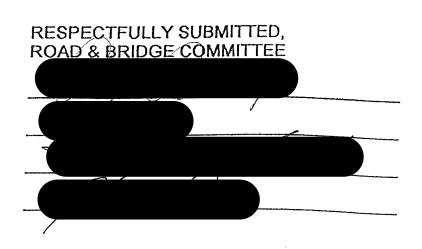
STATE OF ILLINOIS)
) SS COUNTY OF SHELBY)
I, <u>Kathy a. Lawh</u> County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Shelby County at its <u>hearly</u> meeting held in Shelbyville, Illinois on Ottober 12,201
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of
said County at my office in Shelbyville in said County this/2 ^{-th} day of
County Clerk

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION	X
PETITION	
AGREEMENT	

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.



RESOLUTION

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for GROUP III "U" CHANNEL POSTS to VULCAN, INC. based on their low bid submitted at a letting held October 6, 2011, of \$ 3,951.20 .

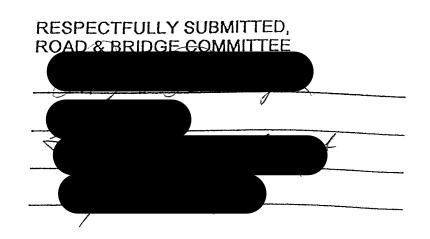
STATE OF ILLINOIS)	
) SS COUNTY OF SHELBY)	
I, <u>Kathy a. Jarh</u> County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Shelby County at its <u>regular</u> meeting held in Shelbyville, Illinois on <u>Cetaher</u> 12, 201	
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this day of day of A.D.	
County Clerk	

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION	X
PETITION	
AGREEMENT	***

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.



2011-53 **RESOLUTION**

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for GROUP IV HARDWARE to ______ DECKER SUPPLY, CO._____ based on their low bid submitted at a letting held October 6, 2011, of \$ 7,705.10 .

STATE OF ILLINOIS)	
COUNTY OF SHELBY) SS)	
statute, do hereby certify the a Resolution adopted by the	County Clerk in and for of the records and files there he foregoing to be a true, perfer county Board of Shelby County I a	of, as provided by ct, and complete copy of ntv at its hearlas)
said County at my office in	F, I have hereunto set my hand Shelbyville in said County this A.D.	d and affixed the seal ofday of
	County Cl	erk ASHELS

Neoga Re 12 ROW

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION X
PETITION
AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

RESOLUTION NO. 2011-54

Whereas, The Shelby County Board resolves that additional Right-Of-Way is required for the construction of Section 09-00271-00 RS, (the Neoga Road).

Now therefore, be it resolved, that the Shelby County Board give the Road & Bridge Committee authority to review and approve minimum compensation evaluations; that the County Engineer be given authority to negotiate the right-of-way and that the Road and Bridge Committee be authorized to review or disapprove any counter offers obtained during negotiations.

STATE OF ILLINOIS) COUNTY OF SHELBY) SS

I <u>Kathy Lantz</u> County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its <u>regular</u> meeting held in Shelbyville Illinois on <u>October 12, 2011.</u>
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this <u>Ixth</u> day of <u>Dcroßer</u> A.D. 2011.

-COUNTY GLERK

Zoning/EMA Report Shelby County Board Meeting 10/12/11

Zoning

11 Building Permits Issued

0 New Residence

O Residential Addition

0 Grain Bin

10 Accessory Building

1 Church

Planning Commission and Board of Appeals will meet Oct 20 and Oct 27 respectively.

EMA

Attended "Who is coming to my disaster?" in Effingham on Oct. 11th Will attend Pipeline Safety Meeting in Springfield on Oct. 18th IEMA Highlighting Volunteers in Disaster Recovery for Month of October. Received check for EMPG Grant for 1st and 2nd quarters. \$6,284.54

September Building Permit Log

<u>Permit</u>						
<u>#</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	Parcel ID	<u>Type</u>	<u>Fee</u>
11-076	9/2/2011	Dick Clark	18;Rose	1812-18-00-200-005	Accessory Building	N/F
11-077	9/9/2011	Sheila Garvin	15;Ridge	1707-15-17-304-001	Accessory Building	\$ 125.00
11-078	9/9/2011	Tim Morse	06;Shelbyville	2013-06-00-400-012	Accessory Building	N/F
11-079	9/13/2011	Fred Suey	16;Oconee	1116-16-00-200-002	Accessory Building	\$ 125.00
11-080	9/15/2011	Keith Dunaway	22;Lakewood	0918-22-00-400-002	Accessory Building	N/F
11-081	9/15/2011	Destiny Church	19;Moweaqua	1001-20-00-100-015	Church	N/F
11-082	9/16/2011	Gary Brehmer	31;Richland	1614-31-00-200-006	Accessory Building	N/F
11-083	9/15/2011	Shelby County Airport	11;Rose	1812-11-00-300-001	Hangar Addition	N/F
11-084	9/19/2011	Four Points Farming, Inc	34;Holland	0819-34-16-401-002	Accessory Building	N/F
11-085	9/26/2011	Ralph Schultz	16;Richland	1614-16-00-400-004	Accessory Building	N/F
11-086	9/30/2011	Andrew Crosby	08;Cold Spring	0417-08-00-200-012	Accessory Building	\$ 125.00



Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 12th day of September in the year 2011 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Shelby County 301 East Main Street Shelbyville, IL 62565-1625 Contact Jim Warren

and the Construction Manager: (Name, legal status, address and other information)

Morrissey Construction Company PO Box 189 Godfrey, IL 62035 Contact Michael C Morrissey

for the following Project: (Name, location and detailed description)

Shelby County Courthouse Restoration and Remodeling of the historic Shelbyville Courthouse, 301 East Main Street Shelbyville, IL 62565-1625 Outline scope of work, MMLP project #; 111084

The Architect: (Name, legal status, address and other information)

Melotte, Morse, Leonatti, Parker, Ltd. 213 ½ South Sixth Street Springfield, IL 62701-1502

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

init.

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User Notes:

1244756546)

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- 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

| Shelby Priorities, dated September 2, 2011

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Construction Management per Shelby County Courthouse Master Strategic Plan dated July 2011

- § 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)
- \$1,600,000 to \$1,750,000 as listed in Exhibit A, Shelby Priorities
 - § 1.1.4 The Owner's anticipated design and construction schedule:
 - Design phase milestone dates, if any:

TBD

Init.

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(1244756546)

.2 Commencement of construction:

TBD

.3 Substantial Completion date or milestone dates:

TBD

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project: (Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Multiple Prime Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

None

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5: (List name, address and other information.)

Jim Warren County Building Committee Chairman jaw129@hughes.net 217-774-2560217-273-0578

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows: (List name, address and other information.)

N/A

lnit.

 \S 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

(List name, legal status, address and other information.)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

TBD

.3 Civil Engineer:

TBS

.4 Other:

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User Notes:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

N/A

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4: (List name, address and other information.)

Michael C. MorrisseyPO Box 189 Godfrey, IL 62035 (618) 467-6417

(Paragraphs deleted)

Init.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

- § 2.1 The Construction Manager shall provide the services as set forth in this Agreement.
- § 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.
- § 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132TM-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.
- § 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.
- § 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.
- § 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

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User Notes:

- § 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.
- § 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.
- § 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.
- § 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$ 500,000.00).
- § 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and in the aggregate.
- § 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES § 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

- § 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.
- § 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.
- § 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.
- § 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.
- § 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
- § 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager

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shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

- § 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.
- § 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.
- § 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.
- § 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.
- § 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.
- § 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.
- § 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.
- § 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.
- § 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.
- § 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.
- § 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

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- § 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.
- § 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.
- § 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.
- § 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.
- § 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.
- § 3.3 Construction Phase Administration of the Construction Contract
- § 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.
- § 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.
- § 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.
- § 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.
- § 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.
- § 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.
- § 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

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- § 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.
- § 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.
- § 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.
- \S 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.
- § 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.
- § 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.
- § 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:
 - Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
 - Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.
- § 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.
- § 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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- § 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.
- § 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.
- § 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.
- § 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.
- § 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.
- § 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.
- § 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

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- § 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.
- § 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:
 - .1 Work completed for the period;
 - .2 Project schedule status;
 - .3 Submittal schedule and status report, including a summary of remaining and outstanding Submittals;
 - .4 Request for information, Change Order, and Construction Change Directive status reports;
 - .5 Tests and inspection reports;
 - .6 Status report of nonconforming and rejected Work;
 - .7
 - Summary of all Multiple Prime Contractors' Applications for Payment; 8.
 - .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
 - Cash-flow and forecast reports; and .10
 - Any other items the Owner may require:
- § 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:
 - Contractor's work force report; ,1
 - .2 Equipment utilization report;
 - .3 Cost summary, comparing actual costs to updated cost estimates; and
 - .4 Any other items as the Owner may require:
- § 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.
- § 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.
- § 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.
- § 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.
- § 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of

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the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

- § 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.
- § 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.
- § 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.
- § 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and
	Not Provided)	identified below)
§ 4.1.1 Measured drawings	0	
§ 4.1.2 Architectural interior design (B252™–2007)	NP	
§ 4.1.3 Tenant-related services	NP	
§ 4.1.4 Commissioning (B211 [™] –2007)	NP	
§ 4.1.5 LEED® certification (B214TM-2007)	NP	
§ 4.1.6 Furniture, furnishings, and equipment design (B253 TM -2007)	NP	
2001)		

- § 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.
- § 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.
- § 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The

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Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- Preparation for, and attendance at, a public presentation, meeting or hearing;
- Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.
- § 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:
 - .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
 - .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
 - Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.
- § 4.3.3 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.
- § 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.
- § 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.
- § 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

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- § 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.
- § 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.
- § 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.
- § 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.
- § 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

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§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.
- § 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.
- § 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.
- § 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
 - .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

Init.

- § 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages,

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except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

- § 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.
- § 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[]	X]	Arbitration pursuant to Section 8.3 of this Agreement
[]	Litigation in a court of competent jurisdiction
[]	Other: (Specify)

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by



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the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.
- § 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.
- § 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.
- § 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.
- § 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.
- § 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- § 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.
- § 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

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§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

25,000.00

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

7 % of total construction cost minus preconstruction fees paid

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows: (Insert amount of, or basis for, compensation.)

In addition to the basic services fees, General Conditions for the Construction Phase will be provided and charged per exhibit B. Any other additional services will be provided at an hourly rate per exhibit C.

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Five percent (5 %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Any additional services will be charged as per exhibit C

Employee or Category

Init.

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, standard form documents;

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.5 Postage, handling and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Professional photography, and presentation materials requested by the Owner;

- Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

.10 Site office expenses; and

.11 Other similar Project-related expenditures.

.12 General Conditions during the Construction Phase will be charged and billed monthly per attached Exhibit B.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Seven percent (7%) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Ten Thousand Dollars (\$ \$10,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

18 % Eighteen

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

Init.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

AIA Document C132™—2009, Standard Form Agreement Between Owner and Construction Manager as Adviser

N/A

N/A

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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y = = = = = = = = = = = = = = = = = = =	2011 modification as an outline of the initial project scope
This Agreement is entered into as of the day and year first	t written above.
OWNER (Signature)	CONSTRUCTION MANAGER (Signature)
	Michael Mornissen Vice Pres
(Printed name and title)	(Printed name and title)

lnit.

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Shelby County Courthouse Revised Budget Shelbyville, IL

Exhibit A

Priority One: August 2011 Modification

Probable Cost Range

4000

DESC	CRIPTION	Probable Costs
I.	Total Building Environmental Surveys Required Asbestos Complete Survey Lead Based Paint Analysis	(\$ 10,000 \$ 8,500
II.	Demolish Dog House and restore (incl. asbestos abatement)	\$122,500
III.	Install Geothermal well field and systems	\$252,000
IV. V. VI. VII. VIII. IX. X. XI. XII. XI	New heating and cooling system entire building (incl. Abatement and lead based paint mitigation) Rebuild Double Glazed Operable Windows Install Code compliant stair railings main staircase Clean attic and insulate, secure from flying varmints Interim Shingle Roof Repair (if necessary) Reinforce north exterior fire escape Building foundation drainage (rising damp addressed) Building Interior Ground Floor Finishes Repaired Architectural Ornament, Pediments, Columns Repair and reinforce the cupola stairs Upgraded main access with canopy and electronic operator	\$238,000 \$366,550 \$ 20,000 \$ 32,000 \$ 9,000 \$ 6,000 \$ 60,000 \$ 42,000 \$ 52,500 \$ 6,000 \$ 20,000
SI	JBTOTAL	\$1,245,000
C	ONTINGENCY (20%)	\$ 249,000
-≥ PF	ROFESSIONAL FEES (15%)	\$ 186,750
	TOTAL	\$ 1,680,750

186,750

\$1,600,000 TO \$1,750,000

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Exhibit C Shelby County Courthouse Additional Services

Additional Services of the Construction Manager shall be charged at the following hourly rates:

Classification	Hourly Rates
Director of Operations	\$95.00
Director of Pre-Construction Services & Estimating	\$90.00
Senior Estimator	\$70.00
Project Manager	\$70.00
Project Engineer	\$45.00
Project Assistant	\$35.00
Clerical	\$35.00
Project Superintendent	\$70.00
Safety Director	\$60.00



October 26, 2011 6:30pm Lake Shelbyville Visitor's Center

Cities across the country are using computer-based geographic information systems (GIS) to allow industry, entrepreneurs and targeted public service providers to instantly view much needed data to encourage businesses to locate in their city.

Shelby County is a culturally rich area with much to offer business owners, service providers, and community members.

GIS can help enhance the economic viability by attracting businesses to Shelby County.

Mike Rudibaugh, Ph.D.

GIS Instructor Lake Land College

Kelly Lockhart

GIS Program Manager for Coles County

Brandon Haist

GIS Technician Champaign County

will highlight ArcGIS Mapping Software and demonstrate how GIS data can work for Shelbyville.

2 -- --

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

IN THE MATTER OF DRAINAGE DISTRICT :

NO. 1 OF THE TOWN OF OCONEE,

No. 57-55

SHELBY COUNTY, ILLINOIS

•

APPOINTMENT OF COMMISSIONER

This Appointment of Commissioner coming before the Chairman of the Shelby County Board of Trustees and after proper presentation to the Shelby County Board of Trustees, Illinois, and vote thereon, the following Commissioner is hereby appointed to the Oconee Drainage District for the term as follows:

Daniel Beyers

September, 2011 - September, 2014

Dated: October 12., 2011.

Chairman, Shelby County Board

County Clerk

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

IN THE MATTER OF DRAINAGE DISTRICT :

NO. 1 OF THE TOWN OF OCONEE,

No. 57-55

SHELBY COUNTY, ILLINOIS

COMMISSIONER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS, that I, DANIEL BEYERS, as Principal, and JOLENE BEYERS and RICHARD KUHN, as sureties, of the County of Shelby and State of Illinois, are bound to the People of the State of Illinois in the penal sum of Five Hundred Dollars (\$500.00).

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

WITNESS our hands and seals this 16th day of September, 2011.

Principal - Daniel Beyers

Surety - Jolene Beyers

Surety - Richard Kuhn

STATE OF ILLINOIS :

: SS.

COUNTY OF CHRISTIAN:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DANIEL BEYERS, JOLENE BEYERS and RICHARD KUHN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Subscribed and sworn to before me this 16th day of September, 2011.

(SEAL) OFFICIAL SEAL
DIANE M. PEARSON
Notary Public - State of Illinois
My Commission Expires Jan 17 2012

STATE OF ILLINOIS

: SS.

:

ACCEPTANCE OF APPOINTMENT

COUNTY OF SHELBY

I, DANIEL BEYERS, accept the Appointment as Commissioner for the Oconee Drainage District of Shelby County and State of Illinois, for a term of three (3) years beginning on September 6, 2011, and ending on September 2. 2014.

DANIEL BEYERS

OATH OF OFFICE

I, DANIEL BEYERS, do solemnly swear that I will faithfully perform the duties of a Commissioner of the OCONEE DRAINAGE DISTRICT, and that I will do and perform all acts required of me by law to the best of my ability.

DATED this // day of September, 2011.

DANIEL BEYERS

Subscribed and sworn to before me this //od/ day of September, 2011.

OFFICIAL SEAL (SEAL) DIANE M. PEARSON Notary Public - State of Illinois My Commission Expires Jan 17

Notary Public'

BOND APPROVED:

Chairman, Shelby County Board

10/12/11

The Franklin Law Firm Attorney for Drainage District 123 E. Third Street Pana, IL 62557

Phone: 217/562-5077

Shelby County Treasurer Monthly Report of Investments 1-Oct-11

Bank Balance: \$14,500,564.85

Passbooks, Money Markets, & Certificates of Deposits

Checking & Cash

\$	638,278.50	MMD			
\$	2,334,292.35	MMD	General Fund	\$	2,000.00
	-			<u> </u>	
\$	-		County Payroll Clearing	\$	37,078.79
\$			a same of the same	<u> </u>	01,010.10
\$ \$ \$ \$	-		Section 105 Claims	\$	2,000.00
\$	-			<u> </u>	
	294,134.80	PB	County Health Fund	\$	-
\$ \$ \$ \$	125,211.36	CD	•	<u>'</u>	
\$	17,641.57	MMD	County Health-TB	\$	-
\$	37,587.36	MMD		wi.	
\$	51,015.70	MMD	Animal Control Fund	\$	_
\$	23,398.60	MMD			
\$	125,632.24	PB	Ambulance Fund	\$	-
\$	152,090.90	MMD			
\$	1,250,868.56	MMD	Mental Health Fund	\$	-
\$	_				
\$	1,856,937.07	PB	IMRF Fund	\$	_
\$					
\$	397,705.21	PB	Social Security Fund	\$	_
\$	54,582.46	CD & N	MMD		
\$	32,649.31	PB	Indemnity Fund	\$	
\$	_				
\$	1,261.03	PB	Court Security Fund	\$	-
\$	-				
	333,631.22	MMD	County Bridge Fund	\$	_
\$	_				
\$	168,807.06	PB	County Highway Fund	\$	-
\$					
\$	112,878.47	MMD	FASM Fund	\$	**
\$	400,005,40	N 4N 415	0		
<u>\$</u>	403,025.49	MMD	County Motor Fuel Tax Fun	d <u>\$</u>	_
	40.550.40	DD			
<u>\$</u>	10,552.40	PB	Tourism Fund	\$	•
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	97,134.64	CD & N			
0	259,190.84	PB	Probation Fund	\$	-
<u>\$</u>	55,223.21	CD & N		•	
\$	60,377.19	PB	Assist Court Fund	\$	-
\$	5,658.45	PB	Law Library Fund	Ф	
Ψ	3,036.43	ГБ	Law Library Fund	\$	_
\$	87,346.25	PB	Automation Fund	¢	
\$		ט ו	Automation Fund	\$	_
\$ \$ \$	102,586.23	PB	Recording Fund	Ф.	
*	:02,000.20	, 0	ricoording runu	\$	••
\$	14,522.59	PB	Drug Traffic Fund	\$	
	,,022.00	CD	2.49 Hamor and	Ψ	_
\$	124,784.07	MMD	Airport Fund	\$	15,337.02
\$	241,993.03	CD & N	-	Ψ	10,337.02
\$	573,641.24		Home Nursing Fund	\$	
\$			e maionig r unu	Ψ	
\$	-		W.I.C. Fund	\$	27,882.51
\$	w.		arm	Ψ	21,002.01
\$	66,758.14	MMD	Local Bridge Fund	\$	_
\$	-			<u> </u>	
\$	-		Township Bridge Fund	\$	31,113.72
\$	•		, =g = 1 dild	<u> </u>	01,110.12
\$	-		Township Construction Fun	d \$	374.13
				- y	074.10

\$ 292,422.61 \$ 435,015.40 \$ - \$ 1,147.48 \$ - \$ 280,223.75 \$ -	MMD MMD	Township Motor Fuel Tax	\$	The state of the s
\$ -	D.D.	·		A CONTROL OF STATE OF
\$ 1,147.48 \$ -	PB	Estate Tax Fund	\$	-
\$ 280,223.75 \$	PB	Minor Unknown Heirs Fund	\$	_
\$ 6,200.41	PB	Probation Drug Testing	\$	_
\$ 178.82 \$ 42,164.31	MMD	Carriage Park Fund	\$	
\$ 42,164.31	MMD	D :		
\$ 192,073.05 \$ -	PB	Drainage Fund	\$	3,730.37
\$ 192,073.05 \$ - \$ 42,414.05 \$ 81,895.11 \$ 89,565.52 \$ 26,844.22 \$ 45,366.72	PB	Document Storage Fund	\$	_
\$ 81,895.11 \$ 89,565.52	MMD PB	Misc County Health Fund	\$	_
\$ 26,844.22	MMD	·	<u> </u>	
\$ 45,366.72 \$ 208,208.13	PB CD	Litigation Fund	\$	
\$ 208,208.13 \$ 191,761.47 \$ -	PB	Revolving Loan Fund	\$	_
		•	<u>· · · · · · · · · · · · · · · · · · · </u>	· · · · · · · · · · · · · · · · · · ·
\$ 12,382.98 \$ -	PB	Victim Impact Panel Fund	\$	
	РВ	States Attorney Forf Fund	\$	_
\$ 769.61 \$ - \$ 624.15	MMD	Findlay Road Project Fund	Φ.	
\$ - \$ 6,187.70	טוועוט	I indiay Hoad Floject Fund	\$	
\$ 6,187.70	PB	Rescue Squad Fund	\$	-
\$ - \$ 866.84	MMD	Garden Acres Road Fund	\$	_
\$ -		January, toroo Fload Fand	Ψ	
\$ 15,656.42 \$ - \$ 120.912.60	PB	DUI Equipment Fund	\$	_
\$ 120,912.60	\$	-		
\$ 1,000,000.00	CD			
\$ 115,643.29 \$ -	PB	Capital Improvement Fund	\$	575,777.00
\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -		Pet Population	\$	12,016.17
\$ -	MMD	EMA Special Fund	\$	12,456.13
\$ -		·	<u> </u>	12, 100.10
\$ <u>-</u> \$ -		County Health Petty Cash	\$	135.64
\$ -		Probation Petty Cash	\$	50.00
\$ - \$ -		County Transcours Cook	Φ.	5.000.00
Ψ -		County Treasurer Cash	\$	5,000.00
			\$	14,044,873.66
		County Collector Accounts		
		•		- Allendaria
Shelby County State Bank-Che Busey Bank-Checking	cking		\$\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	200.00
National Bank at Pana			\$	200.00
First National Bank of Assumpt	ion		\$	149.83
Community Banks of Shelby Co	ounty-Co	wden	\$	184.68
Shelby County State Bank-Stra	sburg		\$	168.57
First Federal Savings & Loan-S	helbyville	e	\$	251.11
Busey Bank-Real Estate Tax Tr			\$	2,927.26
Shelby County State Bank-She	lbyville-N	loney Market	\$	250,968.52
Busey Bank-Money Market			\$ \$	122,779.23
Ayars State Bank-Moweaqua				173.15
Shelby County State Bank-Find	lay		\$	171.67
First National Bank of Pana			\$	160.37
Peoples Bank of Pana			\$	182.60
Prairie National			\$ \$ \$	191.62
Shelby County State Bank-Wind	dsor Brai		\$	195.62
Dewitt Federal Savings & Loan-				
	-Moweac	_l ua	\$	175 78
Sigel Community Bank		_l ua	\$ \$	175.78 220.38
Siger Community Bank Shelby County State Bank-Mow		_l ua	\$ \$ \$	220.38
		ıua	\$ \$ \$	220.38 209.20
Shelby County State Bank-Mow		jua	\$ \$ \$ \$	220.38

CERTIFICATE OF DEPOSITS October 1, 2011

General Fund(001)

Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ 638,278.50
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ 37,587.36
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ 23,398.60
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ 152,090.90
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ 9,582.46
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ 97,134.64
Assist Court(017) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ 223.21
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ 116,993.03
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ 292,422.61
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ 81,895.11
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 1/29/2012	
.65% Interest	\$ 125,211.36

CERTIFICATE OF DEPOSITS October 1, 2011

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 2/10/2012 .65% Interest 45,000.00 Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 10/18/2011 .65% Interest 55,000.00 Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 2/16/2012 .50% Interest 125,000.00 Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .10% Interest 208,208.13 Capital Improvement(054) First Federal Savings & Loan-CD# 20555 Matures 10/16/2011 1.25% Interest 1,000,000.00 Airport(022) TOTAL \$ 3,008,025.91