

April 3, 2013

SHELBY COUNTY BOARD MEETING AGENDA

April 10, 2013 – 9:00 A. M. in Courtroom B

April 10,
2013

1. Call to Order – Prayer - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Vice -Chairman Cruitt – Resignation and Declaration of Vacancy Robin Robertson, Shelby County Board Member District #11; Appointment of Lynn Williams as Shelby County Board Member District #11 to Fill Vacancy Created by Resignation of Robin Robertson
5. Liz Nohren, Attorney Dove and Dove – Resolution of Shelby County in Support of the Original Route Proposed by Ameren for the Illinois Rivers Project Transmission Line
6. Kristie Warfel, CEFS Transportation Director –Approval of Contract Agreement with Gorski Reifsteck for Design Services for Fixed Facility at Property Located at 1505 W. S. First Street, Shelbyville, Illinois; Revision of the Vehicle Lease Agreement ; Shelby County Grant Application FY 2014
7. M, Y, B & K Robin Yockey, County Auditor – Audited Financial Report 8/31/2012
8. Sheriff Michael Miller – Resolution Authorizing the Appointment of Auxiliary Deputies
9. Rob Amling, Legislative Committee Chairman – Resolution of Shelby County approving the Transfer of the Cable Franchise from NewWave Communications to RBI Holding II LLC
10. County Highway Engineer Alan Spesard – Highway Engineer’s Report; Petition from Lakewood Highway Commissioner to Replace Pipe Culvert; Agreement between IDOT and Shelby County to replace Bridge in Ash Grove Township
11. EMA Coordinator/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports; Amendment to the Zoning Ordinance for Communication Towers and Antenna Facility; Resolution for Certain Fees to be Charged for Communication Towers
12. Committee Reports
13. Chairman Updates
14. Chairman Appointments
15. Correspondence
16. Public Body Comment
17. Adjournment

Prayer today is given by Moweaqua resident Ed Broaddus

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

April 10, 2013 – 9:00 A.M.

The Shelby County Board met on Wednesday, April 10, 2013, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Vice - Chairman Dave Cruitt called the meeting to order. Moweaqua resident Ed Broaddus gave the prayer and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Bruce Cannon was absent.

Minutes for the March 13, 2013 board meeting were presented for approval. Mulholland moved to approve the minutes. Hunter seconded said motion, which passed by voice vote (19 yes, 0 no).

Vice-Chairman Cruitt announced the resignation of Robin Robertson, Shelby County Board Member District #11. The Shelby County Democratic Central Committee recommends Lynn Williams be appointed to fill the vacancy left by his resignation. The vacancy was declared and Vice-Chairman Cruitt appointed Lynn Williams to fill the unexpired term created by the resignation of Robin Robertson. Clark made motion to approve the appointment of Lynn Williams to Shelby County Board District #11. Barr seconded said motion, which passed by voice vote (19 yes, 0 no). County Clerk Fox administered the Oath and Mr. Williams was seated.

Dustin Probst, attorney from Dove and Dove, addressed the Board regarding the proposed Ameren Transmission Line that has the potential to impact Shelby County and its landowners. Dove and Dove represents the Shelby County Landowners Group and is requesting that the Shelby County Board pass a Resolution supporting Ameren's initial primary proposed route which will have no adverse impact upon the people or real estate of Shelby County. Bennett made a motion to pass the Resolution supporting Ameren's initial primary proposed route. Warren seconded said motion, which passed by voice vote (20 yes, 0 no). (Resolution attached to these minutes).

Kristie Warfel, CEFS Transportation Director, addressed the board requesting approval for the contract agreement with Gorski-Reifsteck for design services for the fixed facility at the property located at 1505 W. S. First Street in Shelbyville. The Public Buildings Committee had previously met with Kevin Bushur to review and approve this contract agreement. Ms. Warfel reported that she had met with the Purchasing Committee prior to the board meeting to review the addendum to the Vehicle Lease agreement for April 1, 2013 through June 30, 2013. This Addendum to the Vehicle Lease agreement includes an ordinance and a resolution that will be used in the application process for fiscal year (FY) 2014 federal funds for public transportation under 5311. State's Attorney Gina Vonderheide has also reviewed this Addendum. Ms. Warfel also presented a resolution for downstate public transportation operating assistance, a special warranty agreement 5333B, and requested approval from the board giving Chairman Cannon authority to sign the FY 2014 application for federal assistance.

Wetherell made motion to approve the contract agreement with Gorski-Reifsteck for design services for fixed facility at the property located at 1505 W. S. First Street, Shelbyville. Simpson seconded said motion, which passed by voice vote (20 yes, 0 no). (Copy of agreement attached to these minutes).

Clark made motion to approve the Addendum to the Vehicle Lease agreement which includes Resolution 5311 and Ordinance 5311 for Federal Funds. Barr seconded said motion, which passed by voice vote (20 yes, 0 no). (Resolution and Ordinance attached to these minutes).

Warren made motion to approve the Resolution for Downstate Public Transportation Operating Assistance. Mulholland seconded said motion, which passed by voice vote (20 yes, 0 no). (Resolution attached to these minutes).

Gergeni made motion authorizing Chairman Cannon to sign the special warranty agreement 5333B and application for fiscal year 2014 assistance. Kearney seconded said motion, which passed by voice vote (20 yes, 0 no). (Copies of documents attached to these minutes).

Robin Yockey, Certified Public Accountant and partner of the firm Mose, Yockey, Brown and Kull, LLC, addressed the board to present the County's audit report for the fiscal year (FY) ending August 31, 2012. Mrs. Yockey had met on March 29, 2013 with the Budget committee to review the audit in detail before presenting it to the board. Mrs. Yockey explained there were three components of the audit 1) the financial, 2) internal controls and 3) federal compliance. Each component of the audit requires an opinion that is noted in the audit. The County received twelve state income tax distributions during FY 2012, compared to fourteen the year before, but this was simply due to an issue in timing. Drawing the Board's attention to the management discussion and analysis reports, Mrs. Yockey noted Shelby County's financial highlights. The highlights are the County's management report of items that the Budget Committee felt significant to include. Fund Financial Statements provide an entity wide look at the county's finances but provide detail of the County's General Fund and major Special Revenue Funds. It was noted that the County's expenditures stayed level; there was no long term debt and net assets increased. There was one instance of noncompliance material to the financial statements and that issue was reviewed and corrective measures discussed. Ending the audit report, Mrs. Yockey recommended that the County implement a procedure to better track receipt of state and federal funds. Vice-Chairman Cruitt thanked Mrs. Yockey for the County Audit report. (County Audit attached to these minutes).

Sheriff Michael Miller requested permission from the Board to reinstate his auxiliary deputy program. Vice-Chairman Cruitt read the Resolution authorizing the appointment of auxiliary deputies to the board. Insurance Committee Chair Bennett stated both she and the Sheriff had met with the Insurance Company and they had no issues with the Sheriff's

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office implementing this program. Clark made a motion to approve the Resolution approving the Sheriff's use of auxiliary deputies. Hayden seconded said motion, which passed by voice vote (20 yes, 0 no). (Resolution attached to these minutes).

Legislative Committee Chair Amling presented a resolution approving the transfer of the cable franchise Newwave Communications to RBI Holding II, LLC. He stated the committee had met to review the resolution and stated the City of Shelbyville had already passed the Newwave resolution and recommended the County follow suit. Amling made a motion to approve the resolution approving the transfer of the cable franchise Newwave. Bennett seconded said motion, which passed by voice vote (20 yes, 0 no). (Resolution attached to these minutes).

At this time, Vice- Chairman Cruitt called for the County Highway Engineer's report.

Alan Spesard, County Highway Engineer presented a funding agreement between IDOT and Shelby County for the replacement of a bridge in Ash Grove Township and a petition from the Lakewood Highway Commissioner requesting assistance to replace a pipe culvert. Mr. Spesard updated the board that several construction projects would be starting soon which include completion of the Clarksburg Bridge and the Neoga Road completion project. The Clarksburg Railroad crossing approach should also begin soon. The Shelbyville Township Railroad crossing approach job, designed by the Highway Department, has recently been approved and the letting for this job is scheduled to be held on May 6, 2013. The semiannual highway commissioners' conference will be held at the highway department on May 3, 2013. Last week the highway department produced 3400 tons of cold mix to be used by the County and Townships, which is more than they have produced in the past.

Strohl made motion to approve the funding Agreement between the IDOT and County to replace a bridge in Ash Grove Township. Gergeni seconded said motion, which passed by voice vote (20 yes, 0 no).

Warren made motion to approve the petition to replace a pipe culvert in Lakewood Township. Wetherell seconded said motion, which passed by voice vote (20 yes, 0 no).

Zoning Administrator Jared Rowcliffe presented an amendment to the Zoning Ordinance, a Resolution providing for certain fees to be charged for communication towers and highlighted the EMA/Zoning report previously mailed to the Board for their review. Planning Commission and Board of Appeals have already met to approve the zoning ordinance amendment. Discussion followed.

Warren made motion to approve the amendment to the Zoning Ordinance. Mulholland seconded said motion, which passed by voice vote (20 yes, 0 no). (Amendment attached to these minutes).

Wetherell made motion to approve the Resolution providing for certain fees to be charged for communication towers. Warner seconded said motion, which passed by voice vote (20 yes, 0 no).

EMA Coordinator Rowcliffe updated the board on the progress of the Rural Emergency Addressing project and reported that Shelby County residents should begin receiving information about their new addresses soon. Rowcliffe stated he has issued several press releases updating the public about the impending address changes.

Vice- Chairman Cruitt called for committee reports. (Committee reports are attached to the minutes). Reports were given and items presented for follow-up are as follows:

Farm Committee Chair Jordan reported that payment had been received from the tenant. As Animal Control Chair, Jordan reported that Animal Control Warden Hudson had received a safety grant and had purchased a baton and street wise stun gun and would be attending training on the use of these items in the near future. For the Airport Committee Jordan reported that the new lights and beacon had been installed and were now operational.

Public Health Chair Bennett updated the board that Health Department Administrator was looking at implementing a Food Safety Ordinance that would be presented to the board in the future.

Law Enforcement Chair Kearney stated the committee had been looking at qualifications for the Sergeants positions and that the digital radio system should hopefully be up and running by the end of the week.

Public Buildings Chair Warren updated the board on the roof leak and repair options the committee was looking into to get the leak repaired.

Insurance Chair Bennett stated she would be meeting with Sheriff Miller to discuss insurance coverage of the K-9's.

Legislative Chair Amling stated the committee had met to review an Ethics Resolution and would be reviewing it with Chairman Cannon.

Vice-Chairman Cruitt requested the following appointments:

Findlay Fire Protection District – Robert Buck appointed to replace Wayne Dotson as Trustee and Rod McClain reappointed as Trustee

Cowden Fire Protection District – Appoints Pat Doty to replace Steve Kresin as Trustee

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Windsor Fire Protection District – Reappoints James Hooten, Trustee

Stewardson Fire Protection District – Reappoints Larry Syfert and George Conder, Trustees

Strasburg Fire Protection District – Reappoints Travis Dollarhide, Trustee

Herrick Fire Protection District – Reappoints Kenneth Barr, Trustee

Mulholland made a motion to approve Vice-Chairman Cruitt’s appointments. Lenz seconded said motion, which passed by voice vote (20 yes, 0 no).

Vice Chairman Cruitt read a thank you from the family of Marvin Jordan for the Memorial to Locust Grove Missions Fund in memory of Mr. Jordan, and a thank you from the Shelby County Honor Guard for the Memorial received from the County in honor of Robert Connelly.

There was no public body comment.

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

Clark made motion to assess mileage and per diem for the April meetings, to pay the bills/payroll as approved by the committees and adjourn until the next regular meeting to be held on May 8, 2013. Wetherell seconded said motion, which passed by voice vote (20 yes, 0 no) and the meeting was adjourned at 10:12 A.M.



Shelby County Clerk and Recorder

4/10/13

REGULAR MEETING

		ROLL CALL			QUESTIONS									
		MILEAGE	4/10/2013 A.M.	1 / 2013 P.M.	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY	ON MOTIONS TO AYE	NAY
217	AMLING, ROBERT	35	✓											
110	BARR, KENNETH	50	✓											
116	BEHL, ROBERT H.	42	✓											
117	BENNETT, BARBARA	40	✓											
45	CANNON, BRUCE	26	A											
133	CLARK, GLENN "DICK"	12	✓											
99	CRUITT, DAVID		✓											
214	DURBIN, JESSE	12	✓											
105	GERGENI, GARY	26	✓											
177	HAYDEN, RICHARD	44	✓											
144	HUNTER, ROBERT JR.	49	✓											
193	JORDAN, ROBERT N.	31	✓											
64	KEARNEY, KAY		✓											
206	LENZ, LARRY	26	✓											
7	MULHOLLAND, FRANK		✓											
221	SIMS, TERRY JOE	24	✓											
274	SIMPSON, ROBERT	32	✓											
46	STROHL, DON	45	✓		No mileage for County Board meeting									
4	WARNER, JOHN		✓											
329	WARREN, JAMES	28	✓											
44	WETHERELL, DALE	46	✓											
	WILLIAMS, LYNN		seated											

3-13-13

Dear County Clerk & Recorder Jessica Fox

This is my formal notification THAT I am resigning from the County Board. Today 3-13-13 will be my last day. I wish the County Board much success in the future.

Sincerely



FILED
MAR 13 2013

Jessica Fox
SHELBY COUNTY CLERK

Shelby County Board

P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

March 13, 2013

John Shambo, Chairman
Republican Central Committee
304 N. Broadway
Shelbyville, IL 62565

Dear John:

This is to inform you that Robin Robertson, Shelby County Board District #11, has submitted a letter of resignation effective today March 13, 2013.

Sincerely,

A black oval redaction box covers the signature of Bruce Cannon.

Bruce Cannon, Chairman
Shelby County Board

Shelby County Board

P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

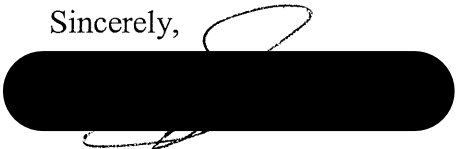
March 13, 2013

Dennis Fisher, Chairman
Democratic Central Committee
609 W. N. Second Street
Shelbyville, IL 62565

Dear Dennis:

This is to inform you that Robin Robertson, Shelby County Board District #11, has submitted a letter of resignation effective today March 13, 2013.

Sincerely,



Bruce Cannon, Chairman
Shelby County Board

March 26, 2013

Dear Shelby County Clerk Fox:

The Democrat Central Committee would like to recommend Mr. Lynn Williams, 906 South Douglas, Shelbyville, IL 62565. Phone number 217-774-2812, home phone, 217-246-5408 cell phone.

Thank you for your consideration and attention in this matter.

A black oval redaction covers the signature of Dennis Fisher. Faint handwritten lines are visible above the redaction.

Dennis Fisher
Chairman, Shelby County Democrats

FILED
MAR 27 2013
Jessie Fox
SHELBY COUNTY CLERK

STATE OF ILLINOIS)
) SS
SHELBY COUNTY)

OFFICIAL OATH

I, **LYNN WILLIAMS**, having been APPOINTED to the office of

SHELBY COUNTY BOARD DISTRICT #11

April 10, 2013 – November 30th, 2014

(To fill the vacancy created by the resignation of Robin Robertson)

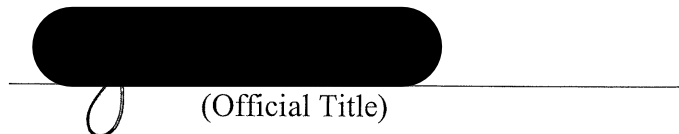
in the County of Shelby, in the State of Illinois, DO SOLEMNLY SWEAR or AFFIRM,
that I will support the Constitution of the United States of America and the Constitution
of the State of Illinois and will faithfully discharge the duties of the office of

SHELBY COUNTY BOARD DISTRICT #11

To the best of my ability.



Signed and Sworn To, or Affirmed before me this 10th day of April, A. D. 2013.



(Official Title)

Resolution Number: 13-8

WHEREAS, there is currently pending before the Illinois Commerce Commission, a Petition for a Certificate of Public Convenience and Necessity by Ameren Transmission Company of Illinois to construct high voltage transmission lines across portions of the State of Illinois as found in the Illinois Commerce Commission's docket number 12-0598; and,

WHEREAS, interveners have proposed alternate routes to the one preferred and proposed by Ameren Transmission Company of Illinois; and,

WHEREAS, the proposed alternate routes will have a significant impact upon the value of real estate in Shelby County, Illinois; and,

WHEREAS, the initial primary route proposed by Ameren Transmission Company of Illinois, will have no adverse impact upon the people and real estate of Shelby County, Illinois; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the County Board of Shelby County assembled this 10th day of April, 2013, hereby support the initial primary proposed route submitted by Ameren Transmission Company of Illinois in their Petition for a Certificate of Public Convenience and Necessity to the Illinois Commerce Commission.

Duly adopted and approved this 10th day of April, 2013.

[Redacted Signature]

David Cruitt, Vice-Chairman
County of Shelby, State of Illinois

Attest:

[Redacted Signature]

J. Jessica Fox, Shelby County Clerk



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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twelfth day of November in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Shelby County Board
301 E Main Street
Shelbyville IL 62565

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

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

Gorski Reifsteck Architects, Subchapter S Corporation
909 Arrow Road, Champaign IL
Telephone Number: 217.351.4100
Fax Number: 217.351.4111

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

Shelby County Transit Facility Improvements
1505 W South 1st Street, Shelbyville IL

The scope of work is for a 3000 SF (approximate) addition to an existing 2880 SF facility. The expanded facility shall provide a sheltered and secure location to store, clean, and perform minor preventative maintenance on system vehicles as well as dispatch and administrative functions for services provided to Shelby County. Expansion will allow for additional bus storage bays for anticipated fleet expansion of two vehicles. Expansion of interior office space shall accommodate a new transit administrative position to be housed at the facility. Funds available for construction are \$324,000 with a \$50,000 contingency. The architect is not responsible for design work exceeding this budget.

The Owner and Architect agree as follows.

Init.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The Architect's detailed Scope of Work and Qualifications are as stated in a letter dated 01NOV12 to Kevin Bushur, CEFS Economic Opportunity Corporation.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Summer 2013

- .2 Substantial Completion date:

Spring 2014

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect 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 Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 each occurrence/\$3,000,000 general aggregate

.2 Automobile Liability

\$1,000,000 combined single limit

.3 Workers' Compensation

\$500,000

.4 Professional Liability

\$1,000,000 each claim/\$1,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES – submission combined with Design Development Phase

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner ~~an estimate of the Cost of the Work~~ a Statement of Probable Construction Cost prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES – combined submission with Schematic Design Phase

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the ~~estimate of the Cost of the Work~~, Statement of Probable Construction Cost

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the ~~estimate for the Cost of the Work~~, Statement of Probable Construction Cost

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect 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, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’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 of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require 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. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect 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 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.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect 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 Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect 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.)

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Owner	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6 Building information modeling	NP	
§ 4.1.7 Civil engineering	Architect	

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§ 4.1.8	Landscape design	NP	
§ 4.1.9	Architectural Interior Design (B252™–2007)	NP	
§ 4.1.10	Value Analysis (B204™–2007)	NP	
§ 4.1.11	Detailed cost estimating	NP	
§ 4.1.12	On-site project representation	NP	
§ 4.1.13	Conformed construction documents	NP	
§ 4.1.14	As-Designed Record drawings	NP	
§ 4.1.15	As-Constructed Record drawings	NP	
§ 4.1.16	Post occupancy evaluation	NP	
§ 4.1.17	Facility Support Services (B210™–2007)	NP	
§ 4.1.18	Tenant-related services	NP	
§ 4.1.19	Coordination of Owner’s consultants	NP	
§ 4.1.20	Telecommunications/data design	NP	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	NP	
§ 4.1.22	Commissioning (B211™–2007)	NP	
§ 4.1.23	Extensive environmentally responsible design	NP	
§ 4.1.24	LEED® Certification (B214™–2007)	NP	
§ 4.1.25	Fast-track design services	NP	
§ 4.1.26	Historic Preservation (B205™–2007)	NP	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	NP	
4.1.28	Topographic Survey	Architect	
4.1.29	Testing of asbestos containing materials	Architect	
4.1.30	Geotechnical Report	Architect	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

4.1.7 Civil Engineering for on-site improvements only and does not include utility extensions down the roadway or other roadway improvements.

4.1.28 Topographic Survey will be based upon a boundary survey provided by the Owner. Lot pins have previously been set.

4.1.29 Asbestos survey – fees are based upon the "Design Testing" amount shown in the contract based upon the consultants established rates. This amount may be renegotiated if suspect materials are extensive and exceed the contracted amount.

4.1.30 The architect shall furnish a geotechnical report to assist with foundation design.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect 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;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect 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 Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect'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.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Eight (maximum) (8) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 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 Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 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 a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 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 Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 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; include;~~ 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. boundaries.~~ All the information on the survey shall be referenced to a Project benchmark. Owner shall provide a boundary survey; architect shall furnish a topographic survey.

§ 5.5 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.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect'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 Architect to furnish them as an Additional Service, when the Architect 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 as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 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 Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect 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 contractors' general conditions costs, overhead and profit. 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, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor

the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect 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 Architect 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.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely

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and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect 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 Architect 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 Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, 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 Architect 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 Architect's services, the Architect 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 Architect 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 Architect 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.)

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 the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this 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 Architect 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 Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect'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 Architect, the Architect 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect 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 Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

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 A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect 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 Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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 Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect 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 Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Basic Services Fee shall be a lump sum of \$31,499.

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

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

| Topographic Survey: \$4,000.
| Site Civil Engineering: \$10,000.

§ 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 Architect as follows:

(Insert amount of, or basis for, compensation.)

| At negotiated rates.

| § 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic-Design Phase		percent ()
<u>Design Schematic</u>	<u>thirty-five</u>	percent (<u>35</u>)
<u>Design/Design Development</u>				
Phase				
Construction Documents	<u>forty</u>	percent (<u>40</u>)
Phase				
Bidding or Negotiation Phase	<u>four</u>	percent (<u>4</u>)
Construction Phase	<u>twenty-one</u>	percent (<u>21</u>)
<hr/>				
Total Basic Compensation	one hundred	percent (100)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the

Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Architect's Hourly Rates:

<u>Employee or Category</u>	<u>Rate</u>
<u>Principal</u>	<u>\$125/hour</u>
<u>Project Manager</u>	<u>\$95/hour</u>
<u>Intern 1</u>	<u>\$80/hour</u>
<u>Intern 2</u>	<u>\$75/hour</u>
<u>Interior Designer</u>	<u>\$75/hour</u>
<u>Construction Observer</u>	<u>\$90/hour</u>
<u>Secretary</u>	<u>\$50/hour</u>

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect'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;~~
- .5 ~~Postage, handling and delivery;~~
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect'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 Architect'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 Sampling of Hazardous Materials – estimated not to exceed \$2,000.
- .13 Design Testing (limited to soil borings and foundation recommendations) - \$2,500.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent (20 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

NA

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect'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 Architect.
(Insert rate of monthly or annual interest agreed upon.)

six percent anum % 6

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

§ 11.10.4 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:

12.1 The Architect's services do not include services related to, detection, reporting, permitting, analysis, or hazardous or toxic materials including radon, molds, and fungus (collectively hazardous materials) at the Project site. In the event Architect or any other party encounters hazardous materials at the jobsite, or should it become known in any way that hazardous materials may be present at the jobsite or any adjacent areas that may affect te performance of Architect's services, Architect may, without liability or consequential or any other damages, suspend performance of services on the Project until Owner retains appropriate specialist consultants or contractors to identify, abate, and/or remove the hazardous materials and warrant that the jobsite complies with applicable laws and regulations.

12.2 The Owner and Architect agree, that due to the nature of construction, certain costs and changes may be required during the project and that a Design and Construction Contingency be included in the Cost of Work as outlined in Article 6.

12.3 If, due to the Architect's omission, a required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

12.4 Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

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

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

NA

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A – 01NOV12 letter to Kevin Bushur

Init.

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User Notes:

(1381652281)

This Agreement entered into as of the day and year first written above.

OWNER



(Signature)

Bruce Linn

(Printed name and title)

ARCHITECT

(Signature)

Charles R Reifsteck, President

(Printed name and title)

Init.

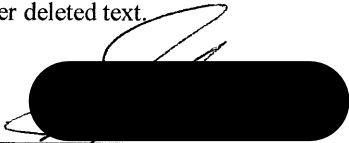
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User Notes:

(1381652281)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Charles Reifsteck, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 09:58:22 on 11/12/2012 under Order No. 4667649686_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Chairman Shelby Co. IL

(Title)

4/12/2012

(Dated)

Board Resolution

Number 13-9

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF SHELBY COUNTY:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Shelby County.

Section 2. That while participating in said operating assistance program Shelby County will provide all required local matching funds.


Section 3. That Shelby County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Shelby County such application.


Section 4. That the Shelby County Board Chairman of Shelby County is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

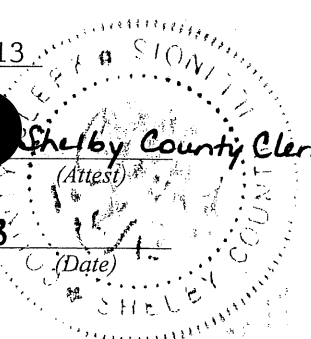
Section 5. That Shelby County Board Chairman of the Shelby County is hereby authorized and directed to execute and file on behalf of Shelby County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 6. That Shelby County Board Chairman of Shelby County is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ~~ADOPTED~~ this 10th day of April, 20 13.


Bruce Connor (Signature of Authorized Official)
Shelby County Board Chairman
(Title)


Shelby County Clerk
(Attest)
4/10/13
(Date)



Ordinance

ORDINANCE NUMBER 13-01-"0"
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN SHELBY COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Shelby County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the Clay, Douglas, Fayette, Montgomery, Moultrie, and Shelby County limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of Shelby County that:

Section 1. Shelby County shall hereby provide public transportation within the Clay, Douglas, Fayette, Montgomery, Moultrie, and Shelby limits.

Section 2. The County Clerk of the County of Shelby County shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That Shelby County Board Chairman is hereby authorized and directed to execute and file on behalf of the Shelby County a Grant Application to the Illinois Department of Transportation.

Section 5. That Shelby County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of the Shelby County all required Grant Agreements with the Illinois Department of Transportation.


PASSED by the Chairman and the Board of Shelby County on the 10th day of April, 2013, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members 22

PRESENT 21

AYE 20

NAY 0


Clerk of Shelby County, Illinois

APPROVED by the Chairman of the Shelby County Board, this 10th day of April, 2013.


Chairman of Shelby County, Illinois

RESOLUTION 13-10

Resolution authorizing application of and execution for Public Transportation Financial Assistance Contract under the provision of the Downstate Public Transportation Act (30 ILCS 740/2-1, et seq.)

WHEREAS, the provision of the public transit service is essential to the transportation of persons in the non-urbanized area; and

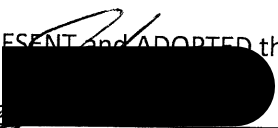
WHEREAS, the Downstate Public Transportation Act makes funds available to keep offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

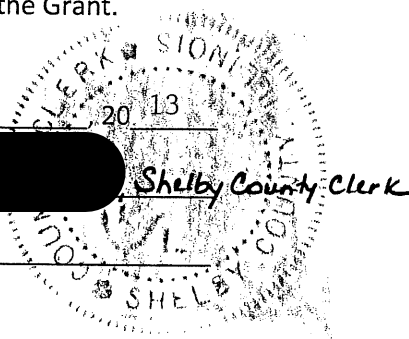
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SHELBY COUNTY:

1. Shelby County enter into a Downstate Public Transportation Operating Assistance Agreement and amend such agreement if required for fiscal year 2014, with the State of Illinois in order to obtain grant assistance under the provisions of the Downstate Public Transportation Act (30 ILCS 740/2-1, et seq.)
2. That the Chairman of the Shelby County is hereby authorized and directed to execute the Agreement or its amendments on behalf of Shelby County.
3. That the Chairman of the Shelby County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement, its amendment(s) and to receive the Grant.

PRESENT and ADOPTED the 10th day of April


Grace Cannon
Secretary

ATTEST 
Chairman



Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and


WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF SHELBY COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, Shelby County Board hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the Shelby County Board on the 10th day of April, 2013.
Officer or Official of Applicant



Signature of Authorized Official

Shelby County Board Chairman
Title

April 10, 2013
Date

SPECIAL SECTION 5333(b) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under 49 U.S.C. Section 5311:

A. General application

The Public Body Shelby County agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement. An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

(2) (a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance

with any collective bargaining agreement applicable to such employees which is then in effect.

(2) (b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2) (c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the applications of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)1, the public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefor, if approved by the Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights or any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

C. Waiver

As part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

1Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employments which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended]. Return to original reference point.

2 For purposes of this warranty agreement, paragraphs (1); (2); (5); (15); (22); (23); (24); (26); (27); (28); and (29) of the Model Section 5333(b) Agreement, executed July 23, 1975 are to be omitted.

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

2. DATE SUBMITTED April 19, 2013	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION:	Preapplication
<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
<input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction

5. APPLICANT INFORMATION	Organizational Unit:
Legal Name: Shelby County	

Address (give city, county, State, and zip code): Shelby County P.O. Box 230, Shelbyville, IL 62565	Name and telephone number of person to be contacted on matters involving this application (give area code) 217/774-4421 Bruce Cannon, County Board Chairman
---	--

6. EMPLOYER IDENTIFICATION NUMBER (EIN): E 9 - 9 9 3 2 7 5 1
--

7. TYPE OF APPLICANT: (enter appropriate letter in box)	<input checked="" type="checkbox"/> B
A. State	H. Independent School Dist.
B. County	I. State Controlled Institution of Higher Learning
C. Municipal	J. Private University
D. Township	K. Indian Tribe
E. Interstate	L. Individual
F. Intermunicipal	M. Profit Organization
G. Special District	N. Other (Specify) _____

8. TYPE OF APPLICATION:
<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision
If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/>
A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify): _____

9. NAME OF FEDERAL AGENCY: Federal Transit Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 - 5 0 9
TITLE:

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
--

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Clay, Fayette, Shelby, Moultrie, Douglas, and Montgomery Counties
--

13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF:
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Start Date 7/1/13	Ending Date 6/30/14	a. Applicant Senate: 48, 51, 54, 55
----------------------	------------------------	--

b. Project House: 95, 102, 107, 109
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15. ESTIMATED FUNDING:	
a. Federal	\$ 383,697.00
b. Applicant	\$ 6,000.00
c. State	\$ 728,530.00
d. Local	\$ 115,883.00
e. Other	\$.00
f. Program Income	\$ 23,000.00
g. TOTAL	\$ 1,257,110.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____
b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative Bruce Cannon	b. Title County Board Chair	c. Telephone Number 217/774-4421
d. Signature of Authorized Representative		e. Date Signed

SHELBY COUNTY, ILLINOIS
ANNUAL FINANCIAL REPORT
YEAR ENDED AUGUST 31, 2012

MOSE, YOCKEY, BROWN & KULL, LLC
CERTIFIED PUBLIC ACCOUNTANTS
SHELBYVILLE, ILLINOIS

See Original Audit in file

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**SHELBY COUNTY BOARD RESOLUTION
AUTHORIZING THE APPOINTMENT OF
AUXILLIARY DEPUTIES**

RESOLUTION NO. 13-11

WHEREAS, it is in the best interest of the Shelby County Sheriff's office and the citizens served that non-paid volunteer auxiliary deputy positions be established; and

WHEREAS, the Counties Code (55 ILCS 5/2-6012) provides that the Sheriff may, with the advice and consent of the County Board, appoint auxiliary deputies in such number as deemed necessary by the Board; and

WHEREAS, the Sheriff desires to appoint auxiliary deputies to be assigned only such duties permitted by the Counties Code (55 ILCS 5/3-6013); and

WHEREAS, the applicants for auxiliary deputy positions will be available to only those who qualify under the mandatory 40 hour firearm qualification through the Illinois Law Enforcement Training and Standards Board and that the Sheriff deems adequate to fulfill the required duties; and

WHEREAS, auxiliary deputies will be required to cover costs associated with the auxiliary deputy position that the sheriff deems appropriate; and

NOW THEREFORE BE IT RESOLVED, by the Shelby County Board that the creation of auxiliary deputy positions is deemed beneficial and hereby authorized.

PRESENTED, PASSED and APPROVED.

SIGNED this 10th day of April, 2013



**Dave Cruitt
Shelby County Board Vice Chairman**

Attest:



Jessica Fox, Shelby County Clerk

MLK:ALB

03.07.13

RESOLUTION NO. 13-12

**RESOLUTION OF THE COUNTY OF SHELBY APPROVING THE TRANSFER
OF THE CABLE FRANCHISE**

WHEREAS, Telecommunications Management, LLC, doing business as NewWave Communications (“Franchisee”) owns, operates and maintains a cable television system (the “System”) in the County of Shelby (“Franchise Authority”) pursuant to a franchise agreement (the “Franchise”) between Franchisee and the Franchise Authority, and Franchisee is the duly authorized holder of the Franchise granted by the Franchise Authority; and

WHEREAS, RBI Holding II LLC, a Delaware limited liability company (“Buyer”), has entered into a Membership Interest Purchase Agreement with Franchisee (the “Agreement”), pursuant to which all of the outstanding equity of Franchisee will be transferred (the “Transfer”) to Buyer upon the closing of the transactions contemplated under the Agreement (the “Closing Date”); and

WHEREAS, Franchisee and Buyer have requested that the Franchise Authority consent to the Transfer in accordance with the requirements of the Franchise to the extent that such consent is required and have filed an FCC Form 394 with the Franchise Authority, and have provided all information required by applicable law (collectively, the “Transfer Application”); and

WHEREAS, the Franchise Authority has reviewed the Transfer Application, examined the legal, technical and financial qualifications of Buyer and finds it to be a suitable transferee.

**NOW THEREFORE, BE IT RESOLVED BY THE FRANCHISE AUTHORITY
AS FOLLOWS:**

SECTION 1. The Franchise Authority hereby consents to the Transfer, to the extent required by the terms of the Franchise and applicable law.

SECTION 2. The Franchise Authority confirms that (a) the Franchise is validly existing and is currently in full force and effect and the Franchisee is the duly authorized holder of the Franchise; (b) the Franchisee has properly invoked its franchise renewal rights under Section 626 of the Cable Communications Policy Act of 1984, as amended; (c) the Franchise represents the entire understanding of the parties and the Franchisee has no obligations to the Franchise Authority other than those specifically stated in the Franchise; and (d) the Franchisee is materially in compliance with the provisions of the Franchise and applicable law and there exists no fact or circumstance known to the Franchise Authority which constitutes or which, with the passage of time or the giving of notice or both, would constitute a material default or breach under the Franchise or applicable law or would allow the Franchise Authority to cancel or terminate the Franchisee’s rights thereunder.

SECTION 3. The Franchise Authority hereby consents to and approves the assignment, mortgage, pledge or other encumbrance, if any, of the Franchise, System or assets relating thereto, or of the interests in the permitted holder thereof, as collateral for a loan.

SECTION 4. This Resolution shall be deemed effective for purpose of the Transfer immediately prior to the Closing Date.

SECTION 5. The Franchise Authority releases the Franchisee, effective upon the Closing Date, from all obligations and liabilities under the Franchise and applicable law that accrue on and after the Closing Date; provided that Buyer shall be responsible for any obligations and liabilities under the Franchise and applicable law that accrue on and after the Closing Date.

SECTION 6. This Resolution shall have the force of a continuing agreement with the Franchisee and Buyer, and the Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Buyer.

PASSED, ADOPTED AND APPROVED this 10th day of April, 2013.

County of Shelby

By: _____
Name: DAVID CRUITT
Title: Vice-Chairman

ATTEST:

Clerk

Hsh Grove ^{bridge}
07-01125-00BR
Jt. Agreement

TO: THE SHELBY COUNTY BOARD

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


RESOLUTION _____


PETITION _____

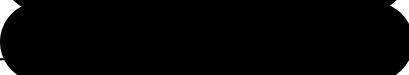
AGREEMENT X


DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE











Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Cont	RR Force Account
Section 07-01125-00-BR	Fund Type HBP	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-060-11	BROS-0173(173)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name 1100 N Route TR 217 Length 0.17 miles
 Termini 5 miles northeast of Village of Strasburg over Sexson Branch

Current Jurisdiction Ash Grove Township Existing Structure No 087-3158

Project Description

Replace existing bridge with PCC deck beam bridge, approach work, and other incidentals.

Division of Cost

Type of Work	HBP	%	TBP	%	LA	%	Total
Participating Construction	352,800	(80)	70,560	(16)	17,640	(4)	441,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	16,800	(80)	4,200	(20)	21,000
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 352,800		\$ 87,360		\$ 21,840		\$ 462,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$88,200 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

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

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

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

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map Number 2 Jurisdiction agreement

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

Bruce Cannon

Name of Official (Print or Type Name)

County Board Chairperson

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

[Redacted Signature]

4/12/2013

(Signature)

Date

The above signature certifies the agency's TIN number is 376200119 conducting business as a Governmental Entity.

DUNS Number 040135279

APPROVED

State of Illinois, Department of Transportation

[Redacted Signature]

Ann L. Schneider, Secretary of Transportation

4/5/13

Date

[Redacted Signature]

Omer Osman, Director of Highways/Chief Engineer

6/05/13

Date

[Redacted Signature]

Michael A. Forti, Chief Counsel

5/29/13

Date

[Redacted Signature]

Matthew R. Hughes, Director of Finance and Administration

6/4/13

Date

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

JURISDICTIONAL ADDENDUM NO. 2

County:	Shelby
Road District:	Ash Grove
Section:	07-01125-00 BR
Project	Bridge Replacement

Paragraph (4) on Page 2 under *Local Agency Agrees* is hereby revised to read “The Road District has current jurisdiction and will continue to retain jurisdiction of the completed improvement”.

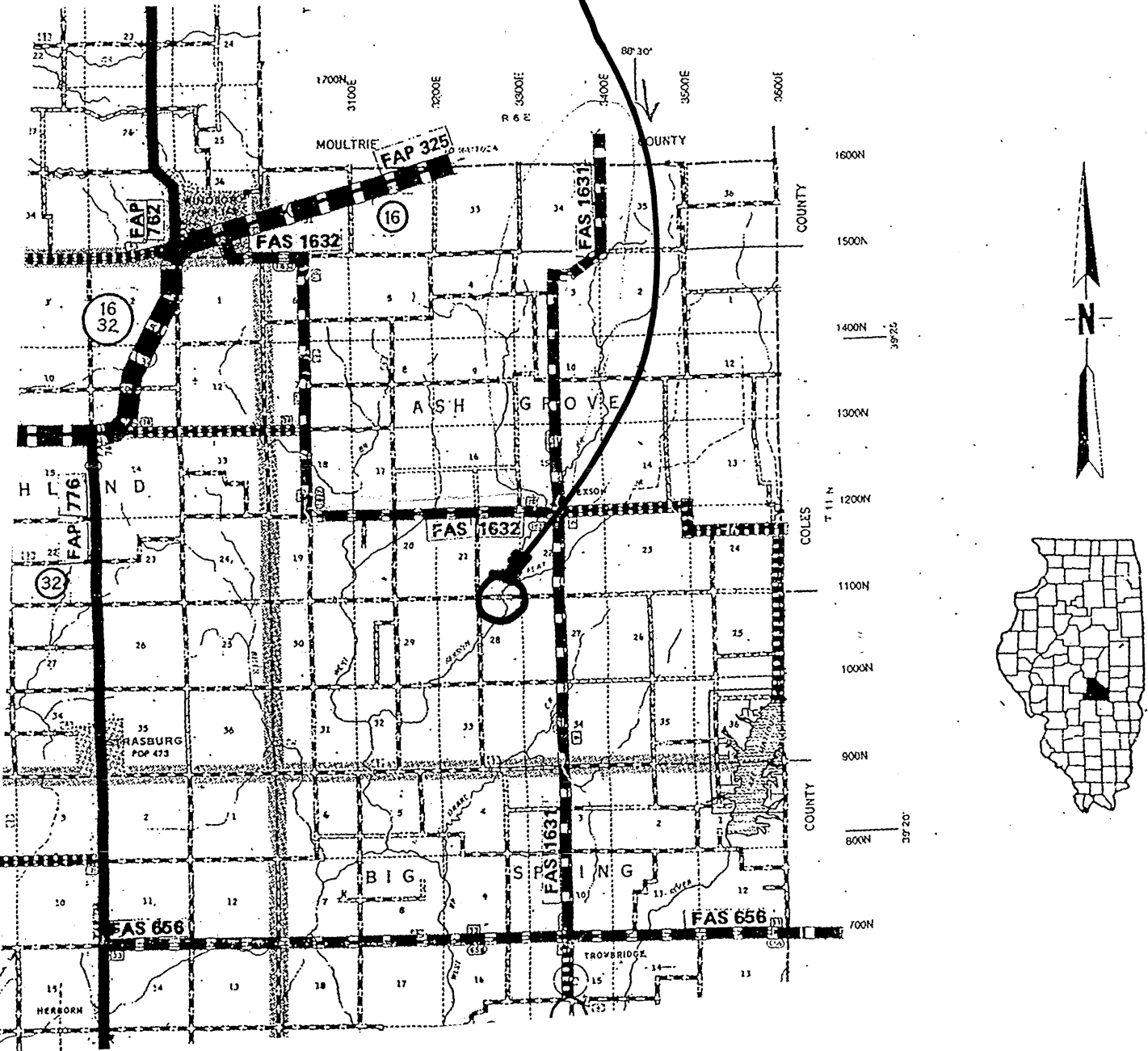

Highway Commissioner
Ash Grove Road District

5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING

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

Bridge
Location



LOCATION MAP

SECTION 07-01125-00 BR

ADDENDUM NO. 1

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____

PETITION X

AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Lakewood }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Lakewood in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 289 at a point near SW 1/4 SW 1/4 Section 3; R3E; T10N; 3rd PM

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

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

Dated at Shelbyville, this 8th day of April 2013

Bill Glah

Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Lakewood }

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

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

Pipe 36" x 34'	750.00
Labor, Equip, Mat'l	1250.00
TOTAL -	2000.00

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

Witness my hand, this 8th day of April 2013

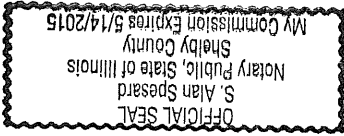
Highway Commissioner.

76
75
PETITION FOR COUNTY AID TO BUILD
OR REPAIR BRIDGE, CULVERT OR
DRAINAGE STRUCTURE
ROAD DISTRICT OF

LAKEMOOD
SHELBY
COUNTY, ILLINOIS

Filed this _____ day of _____

County Clerk.



STATE OF ILLINOIS,
County of Shelby }
Road District of Lakewood } ss.
Bill Schwenker
Highway Commissioner of said Road District of
Lakewood
being duly sworn, on oath says that
two thousand _____ Dollars mentioned in the estimate to which this
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose
required.
_____ Highway Commissioner.
Subscribed and sworn to before me, this 8th day of April 2013

Zoning/EMA Report

Shelby County Board Meeting 4-10-2013

Zoning

Planning Commission and Board of Appeals recommend Adoption of Amendment to Zoning Ordinance regarding Communication Towers as attached.

Planning Commission and Board of Appeals also recommend a change to the fee(see attached resolution)
From \$25.00/ft to \$500.00 for 0 – 50ft + \$15/ft over 50 ft.

3 Building Permits Issued in February.

- 1 New Residence
- 1 Acc. Building
- 1 New Commercial

-Fee exempt under 55ILCS 5/5-12001, which states:

"In this Division, "agricultural purposes" include, without limitation, the growing, developing, processing, conditioning, or selling of hybrid seed corn, seed beans, seed oats, or other farm seeds." And also states:

"Provided, that permits with respect to the erection, maintenance, repair, alteration, remodeling or extension of buildings or structures used or to be used for agricultural purposes shall be issued free of any charge."

EMA

Attended Ameren Live Line Demonstration in Effingham on 3-18-13

Met with American Red Cross-Springfield officials on 3-20-13.

Attended an Active Shooter training at Central A&M High School on 3-28-13.

Attended "Managing My Disaster...the First 30 Minutes Through the First Three Days" hosted by Illinois Law Enforcement Alarm System, on 4-3-13

Hosting Storm Spotter Training on 4-17-13 with Shelbyville Fire at Lake Shelbyville Visitor's Center.

REA Committee Meeting on 4-18-13 at Lake Shelbyville Visitors Center.

March Building Permit Log

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Fee</u>
13-009	3/20/2013	Greg Fry	13; Prairie	1526-13-00-300-007	Acc. Building	N/F
13-010	3/21/2013	Vicky Shaffer	27; Rose	1812-27-00-300-013	New Commercial	N/F
13-011	3/22/2013	Jarrod Yantis	02; Okaw		New Residence	\$ 175.00

SHELBY COUNTY, ILLINOIS

AMENDMENT TO
ZONING ORDINANCE
OF
SHELBY COUNTY, ILLINOIS
2005

No. 13- 02-10

ADOPTED: April 10th, 2013

Published in pamphlet form by authority of
the County Board of Shelby County, Illinois,
this 10th day of April, 2013.

Prepared for

The Shelby County Zoning Commission
The Shelby County Board of Appeals
The County Board of Shelby County

AN ORDINANCE PROVIDING FOR THE PLACEMENT OF
COMMUNICATIONS TOWERS AND ANTENNAE

WHEREAS, an Application for amendment to the Zoning Ordinance of Shelby County has been made by the Zoning Administrator and said application was referred to the Shelby County Plan Commission for public hearing and at its meeting on March 21, 2013 recommended that such amendments be made by the Shelby County Board; and,

WHEREAS, said application was referred to the Shelby County Board of Appeals for further hearing and at its meeting on March 28, 2013 recommended that such amendments be made by the Shelby County Board; and

WHEREAS, after due consideration, it is the determination of the Shelby County Board that such amendments be made to the Zoning Ordinance of Shelby County; and

WHEREAS, the Zoning Ordinance of Shelby County, No. 05-05 provides for the setting of certain fees to be charged by and paid to Shelby County for various zoning applications, permits and appeals;

WHEREAS, this ordinance shall be published in pamphlet form;

NOW, THEREFORE, BE IT ORDAINED by the Shelby County Board that the aforementioned Zoning Ordinance is to be amended as follows:

ARTICLE II, Section 19 shall read:

A. DEFINITIONS

- 1) "Residential Zoning District" means a zoning district that is designated under a county zoning ordinance and is zoned for residential uses;
- 2) "Non-Residential Zoning District" means the county jurisdiction of Shelby County, except for those portions within a residential zoning district;
- 3) "Residentially Zoned Lot" means a zoning lot in a residential zoning district;
- 4) "Non-Residentially Zoned Lot" means a zoning lot in a non-residential zoning district;
- 5) "Telecommunications Carrier" means a telecommunications carrier as defined in the public utilities act as of January 1, 2009;
- 6) "Facility" means that part of the signal distribution system used or operated by a telecommunications carrier under a license from the FCC consisting of a combination of improvements and equipment including (i) one or more antennas, (ii) a supporting structure and the hardware by which antennas are attached; (iii) equipment housing; and (iv) ancillary equipment such as signal transmissions cables and miscellaneous hardware;

- 7) "FAA" means the Federal Aviation Administration of the United States Department of Transportation;
- 8) "FCC" means the Federal Communications Commission;
- 9) "Antenna" means an antenna device by which radio signals are transmitted, received, or both;
- 10) "Supporting Structure" means a structure, whether an antenna tower or another type of structure, that supports one or more antennas as part of a facility;
- 11) "Qualifying Structure" means a supporting structure that is (i) an existing structure, if the height of the facility, including the structure, is not more than 15 feet higher than the structure just before the facility is installed; or (ii) a substantially similar, substantially same-location replacement of an existing structure, if the height of the facility, including the replacement structure, is not more than 15 feet higher than the height of the existing structure just before the facility is installed;
- 12) "Equipment Housing" means a combination of one or more equipment buildings or enclosures housing equipment that operated in conjunction with the antennas of a facility, and the equipment itself;
- 13) "Height" of a facility means the total height of the facility's supporting structure and any antennas that will extend above the top of the supporting structure;
- 14) "Facility Lot" means the zoning lot on which a facility is or will be located;
- 15) "Principal Residential Building" has its common meaning but shall not include any building under the same ownership as the land of the facility lot. "Principal Residential Building" shall not include any structure that is not designed for human habitation;
- 16) "Horizontal Separation Distance" means the distance measured from the center of the base of the facility's supporting structure to the point where the ground meets a vertical wall of a principal residential building; and
- 17) "Lot Line Set Back Distance" means the distance measured from the center of the base of the facility's supporting structure to the nearest point on the common lot line between the facility lot and the nearest residentially zoned lot. If there is no common lot line, the measurement shall be made to the nearest point on the lot line of the nearest residentially zoned lot without deducting the width of any intervening right of way.

B. APPLICABILITY

1) Applicable Area

The requirements of this Ordinance shall apply only in the unincorporated area of Shelby County, Illinois.

2) Other Applicable Rules

Nothing contained in the Ordinance shall be construed as reducing, abridging or eliminating the requirements of other applicable rules, regulations, ordinances or laws as they may legally apply, including but not limited to the following Shelby County Zoning Ordinance:

- Federal Communications Commission (FCC) regulations
- Federal Aviation Administration (FAA) regulations

Where a conflict exists between this Ordinance and any other applicable rule, the more strict regulation shall govern.

3) Amateur Radio/Receive-Only Antennas

The regulations of this Ordinance shall not apply to the construction or modification of any antenna facility that is owned and operated by a federally licensed amateur radio station operator or that is used exclusively for receive-only antennas.

C. RADIO FREQUENCY RADIATION AND INTERFERENCE

1) Radio Frequency Radiation

All antenna facilities shall comply with the radio frequency radiation standards of the Federal Communications Commission (FCC). Application for a building permit for an antenna facility shall include a written statement from a radio frequency engineer, or licensed engineer stating that the facility complies with these standards.

2) Interference with Public Safety Telecommunications

No new or existing antenna shall interfere with public safety telecommunications. An application for a building permit for a new antenna or antenna facility shall include a written statement from a licensed engineer that the proposed antennae will not interfere with public safety telecommunications.

D. SUBDIVISION OF PROPERTY

An antenna facility may be located on a parcel of land without requiring the subdivision of the parcel, provided that an accurate legal description of the property leased for, or otherwise dedicated to, the antenna facility is provided with the application for building permit.

E. CONSTRUCTION STANDARDS

1) Structural Certification

Each application for building permit for the construction or modification of an antenna facility shall include a certification of the structural integrity of the facility and foundation plans sealed by a licensed engineer. (G. 2) d))

2) Signs and Lighting

- a. The use of any portion of an antenna facility for advertising purposes, including but not limited to signs, banners, streamers, company name, etc., is prohibited. An antenna may be attached to an existing sign structure.
- b. Warning signs and equipment information signs shall be permitted on an antenna facility.
- c. Lighting should be installed for security and safety purposes only. Except with respect to lighting required by the FCC or FAA, all lighting should be shielded so that no glare extends substantially beyond the boundaries of a facility.

F. LOCATION

- 1) In choosing a location for a facility, a telecommunications carrier shall consider the following:
 - a. A non-residentially zoned lot is the most desirable location.
 - b. A residentially zoned lot that is not used for residential purposes is the second most desirable location.
 - c. A residentially zoned lot that is 2 acres or more in size and is used for residential purposes is the third most desirable location.
 - d. A residentially zoned lot that is less than 2 acres in size and is used for residential purposes is the least desirable location.
- 2) The size of a lot shall be the lot's gross area in square feet without deduction of any unbuildable or unusable land, any roadway, or any other easement.
- 3) No building or tower that is part of a facility should encroach onto any recorded easement prohibiting the encroachment unless the grantees of the easement have given their approval.
- 4) No facility should encroach onto an existing septic field.
- 5) No portion of a facility's supporting structure or equipment housing shall be less than 15 feet from the front lot line of the facility lot or less than 10 feet from any other lot line.

G. APPLICATION FOR BUILDING PERMIT

1) Permits Required

Anyone wishing to construct or modify an antenna facility, including but not limited to

- erection, modification, extension, moving or replacement of a tower;
- placement or replacement of an antenna; and
- placement or replacement of an equipment shelter

shall be required to obtain a Shelby County Building Permit before commencing such work.

2) Application Prerequisites

In addition to the information required to be submitted by the Shelby County Building Ordinance, as now adopted and as amended from time to time, an applicant for a Shelby County Building Permit for an antenna facility shall be required to submit the following information from a professional engineer licensed to practice in the State of Illinois:

- a. a statement as specified in section C. 1) of this Ordinance.
- b. a statement as specified in section C. 2) of this Ordinance.
- c. a site plan, drawn to scale, showing the location of all proposed improvements, and the location of all pertinent existing buildings, structures, right-of-way and easement lines, property lines, above ground power lines or telephone lines, and similar relevant features within a radius distance around the proposed tower site, equal to the height of the proposed antenna facility.
- d. a detailed description of the proposed antenna facility, indicating the proposed tower height, antenna facility height, and the number and type of antennas that the proposed tower can accommodate, and including certification of the structural integrity of the facility.
- e. foundation plans sealed by the engineer.
- f. an accurate legal description of the property leased for, or otherwise dedicated to, the antenna facility.

H. NON-CONFORMING FACILITIES

Towers, antennas and antenna facilities in existence on, or approved prior to, the effective date of adoption or amendment of this Ordinance which do not conform to or comply with the regulations of this Ordinance shall be allowed to continue to exist and to be used subject to the following provisions:

- a. Routine repairs and maintenance shall be permitted and encouraged, to prevent structural failure, to an extent not to exceed one-half (½) of the fair market value of the non-conforming tower, antenna or antenna facility.
- b. Non-conforming towers, antennas or antenna facilities shall not be moved, replaced, enlarged, structurally altered or modified unless such action decreased its non-conformity.
- c. Non-conforming towers, antennas or antenna facilities which are damaged or destroyed by any means to an extent exceeding one-half (½) of the fair market value of the non-conforming tower, antenna or antenna facility shall not be replaced or reconstructed except in conformance with all of the requirements of the Ordinance.

I. ABANDONMENT

The owner(s) of the real property on which an antenna facility is placed shall be ultimately responsible for all costs of dismantling or removal of the antenna facility. Unused antenna facilities or portions of antenna facilities, such as a section of a tower above a manufactured connection, shall be removed by the owner or operator within one (1) year of the cessation of use or operation. Antenna facilities or portions of antenna facilities that remain unused for more than one (1) year shall be deemed to have been abandoned. In the event that an antenna facility or portion of an antenna facility is deemed to have been abandoned, then it may be dismantled and removed by the County of Shelby and the costs of such action assessed against the real property.

J. VIOLATIONS

Any person, firm or corporation, or agent, employee or contractor of such, who violates, disobeys, omits, neglects, or refuses to comply with, or who resists enforcement of any provision of this Ordinance shall be in violation, and shall be subject to a fine of not more than five hundred dollars (\$500.00) for each offense. Each week a violation continues to exist shall constitute a separate offense.

The Shelby County Zoning Department shall be the agency responsible for the administration and enforcement of the regulations of this Ordinance. The Shelby County State's Attorney shall prosecute violations of this Ordinance for the County.

K. SEVERABILITY

If any section, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the remaining portions of this Ordinance.

L. FEE

A fee may be assessed and collected for a Building Permit for a Communication Tower and Antenna Facility; the amount thereof shall be determined and set from time to time, by resolution, by the County Board.

M. EFFECTIVE DATE

This Ordinance shall become effective immediately upon passage from the Shelby County Board.

Duly adopted and approved this _____ day of _____, 2009.

Bruce Cannon, Chairman
County of Shelby, State of Illinois

VOTE:

_____Ayes

_____Nays

Certification: _____

Jessica Fox
Shelby County Clerk and Recorder

Tower Permit Requirement Checklist

Permit # _____

Date: _____

___ 1) No County Board action needed if:

- a) Tower less than 200' (350' if over 1½ mile from an incorporated municipality); AND
- b) Tower is at least the height of from nearest Residence or, if over 99' tall, at least 100' or 80% of tower height, whichever is greater.

___ 2) Engineer's written statement that antenna(s) complies with FCC regulations or radio frequency radiation (RFR). (C. 1)

___ 3) Engineer written statement that antenna(s) will not interfere with public safety telecommunications. (C. 2)

___ 4) Legal description of leased/dedicated land for tower. (G. 2 f))

___ 5) Certification by engineer as to structural integrity. (G. 2 d))

___ 6) Certification by engineer as to foundation plans. (G. 2 e))

___ 7) No part of "supporting structure or equipment housing" shall be less than 15' from front lot line of facility lot or 10' from any other lot line. (F. 5))

___ 8) Site plan, to scale. (G. 2 c))

___ 9) Detailed description: tower height, facility height, number and type of antennas that the proposed tower can accommodate. (G. 2 d))

RESOLUTION NO. 13-13

A RESOLUTION PROVIDING FOR
CERTAIN FEES TO BE CHARGED
FOR COMMUNICATION TOWERS

WHEREAS, the Zoning Ordinance of Shelby County, Amendment No.13-02-10, provides for the setting, from time to time, of fees to be charged and paid to the County for a Building Permit for a Communication Tower and Antenna Facility

NOW, THEREFORE, be it resolved by the Shelby County Board as follows:

Section 1. Fee to be submitted with the application for:

Erection of New Communication Tower	\$500.00 for a tower of 0 – 50 ft. \$15/ft. over 50 ft.
-------------------------------------	--

Section 2. The effective date of this resolution shall be in full force and effect immediately upon its passage and adoption.

Duly presented, adopted and passed this 10th day of April, 2013.

[Redacted Signature]

David Cruitt, Vice-Chairman
County of Shelby, State of Illinois



Certification [Redacted Signature]
Jessica Fox
Shelby County Clerk and Recorder

Bibliography for Hydraulic Fracturing

An effort has been made to share materials from various sources. You will find those which are objectively explanatory; those that show industry points of view as well as environmental information and opinion.

Search the Ecology Action Center for comprehensive information and links to other resources: www.ecologyactioncenter.org

This is the entry which ranks Illinois in water readiness in relation to needs for fracking. <http://www.nrdc.org/water/readiness/files/water-readiness-IL.pdf>

This entry opens the NY Times Energy-Environment section which has daily updates of articles related to fracking. A good source of other links.

(<http://topics.nytimes.com/top/news/business/energy-environment/natural-gas/index.html>)

Industry explanations and support for fracking:

[The Truth About Fracking | energyfromshale.org](http://www.energyfromshale.org)

www.energyfromshale.org/

Learn About Hydraulic Fracturing A Safe Way To Produce Natural Gas.

[What Is Fracking | PowerInCooperation.com](http://www.powerincooperation.com)

www.powerincooperation.com/

See Steps of Drilling & Completion for Typical Shale Gas Development.

Why Natural Gas? - Affordable Energy - A Cleaner Alternative - Sustainable & Responsible

[What is Fracking? | bseec.org](http://www.bseec.org)

www.bseec.org/fracturing

Get the Facts on this Time-Tested Natural Gas Drilling Method.

[Natural Gas Shale Deposit - Generations of Supply | anga.us](http://www.anga.us)

www.anga.us/

Find Out More About Natural Gas.

[Coal vs. Natural Gas | americaspower.org](http://www.americaspower.org)

www.americaspower.org/

The American Petroleum Institute has a site explaining the processes of hydraulic fracturing:

<http://www.api.org/oil-and-natural-gas-overview/exploration-and-production/hydraulic-fracturing.aspx>

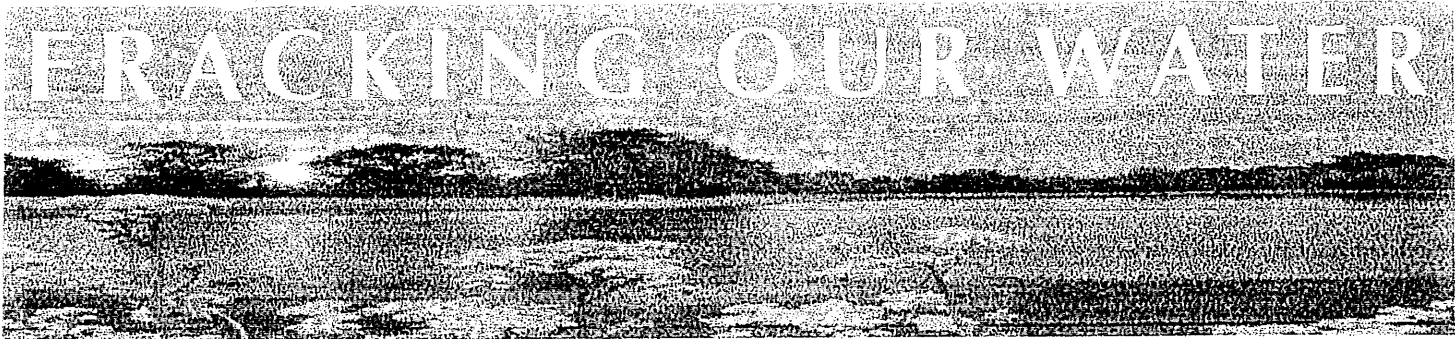
Geology.com<<http://Geology.com>> news often posts recent articles related to all sides of hydraulic fracturing, so it has some good videos as well as controversies for and against. You could probably search for hydraulic fracturing or Marcellus shale to filter from the other geology news. <http://geology.com/news/>

Scientific journals that would have information about the geology of the resources that require hydraulic fracturing can be found in the AAPG Bulletin (AAPG = American Association of Petroleum Geologists). Other resources that might have shorter articles from both the geological and environmental sides would be Nature, Science, Nature Geoscience or Geology. They don't have frequent articles on the topic, however the articles that are in these journals will be presenting good science that is very critically reviewed by other geoscientists.

A complete summary of a public forum in Colorado with many points of view represented regarding this topic can be found at:
<http://pttc.mines.edu/FracForum.pdf>

Good sources to learn more about shale gas drilling:
gomarcellusshale.com/xn/detail/2274639:Comment:251175

An article by Sean Lennon: "Destroying Precious Land for Gas" is found at: <http://www.nytimes.com/2012/08/28/opinion>



CODE RED for Southern Illinois

NEIGHBORS AND CITIZENS OF SOUTHERN ILLINOIS

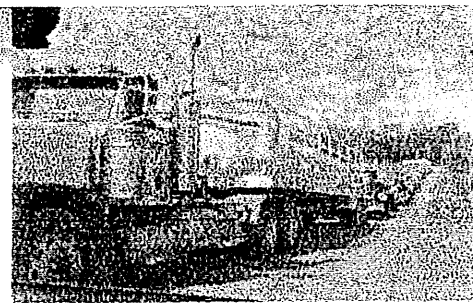
Fracking for methane gas will destroy our water supply. It consumes fresh water in quantities that are staggering. Just one well will require **30 million gallons of water**. The oil and gas industry says this is not a lot of water. Let's look at the whole truth. The industry cannot use dirty water. Fracking needs clean water.

HOW MUCH WATER IS NEEDED?

In the Marcellus Shale region of Pennsylvania, the industry has sunk:

16 wells per square mile

16 wells = 480,000,000 gallons of FRESH water



Trucks hauling water on small county roads

If Southern Illinois's entire New Albany shale region is fracked, it will require:

1,125,000,000,000 gallons of water

This will: Empty Rend Lake (60,282,805,000gallons) more than 18 times.

Empty Crab Orchard (20,983,000,000 gallons) more than 50 times.

Empty Lake of Egypt (13,500,000,000 gallons) more than 80 times.

Empty Cedar Lake (7,983,360,000) more than 140 times.

WHAT MAKES FRACKED WATER SO BAD?

Although other industries, like utility companies, use large amounts of water, (such as to cool electric power plants,) the water is cleaned and returned to the water cycle. Fracked water is too toxic to be returned to the water cycle. It contains salts in high concentration, substantial amounts of radioactive material which bubble up from the shale, and highly carcinogenic chemicals added by the industry. It cannot be cleaned. It is, by definition, toxic waste. It must be put in deep wells, which will inevitably contaminate fresh, clean ground water.



Fracked tap water

WHERE WILL THE WATER COME FROM?

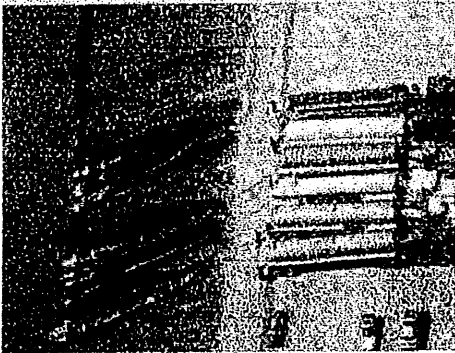


Johnson County, IL

Most mineral leases allow gas and oil companies to take as much water as they want from landowners. A long-term drought is already challenging our agriculture and human needs. Crops have failed. Water sources have dried up. Most southern Illinois counties are calling for water conservation. Who will protect our water for farming, for livestock, and for the citizens of Illinois?

Where is the oil and gas companies environmental impact study? Where will the clean water come from? Where and how will the fracked water be disposed? What is the plan if our wells go bad and our water is contaminated? What recourse will we have?

WILL THIS BE THE FUTURE OF ILLINOIS IF WE PERMIT FRACKING?



Millions of gallons of toxic water...



hauled to toxic evaporation ponds...



or into toxic dumps along roadsides

Several counties in Eastern Ohio have placed a moratorium on fracking until such the industry explains where all the water will come from and what impact it will have on their local water supply. In Kansas and Colorado, farmers are competing with oil companies for water. In Pennsylvania, clean drinking water is trucked in.

Stand with SAFE to protect our families and make our voices heard!

Preserve our water, our agriculture, our wetlands, our tourism, and our way of life.

STOP FRACKING

MAKE SOUTHERN ILLINOIS A FRACK FREE ZONE!

Southern Illinoisans Against Fracturing our Environment S.A.F.E.

info@dontfractureillinois.org

www.dontfractureillinois.org

Articles on Fracking

1. "Hydraulic Fracturing 101" from Earthworks

http://www.earthworksaction.org/issues/detail/hydraulic_fracturing_101

This is a great overall summary of the basics.

2. "Don't Drink the Water" by Peter Gorman, writer for the Fort Worth Weekly; link is to Earthworks for easier readability. Recent article about contamination evidence mounting.

http://www.earthworksaction.org/media/detail/dont_drink_the_water

3. A Colossal Fracking Mess

<http://www.vanityfair.com/business/features/2010/06/fracking-in-pennsylvania-201006>

Story of what happened in Dimock, PA when hydraulic fracking began.

"Within a month, [the Sautners'] water had turned brown. It was so corrosive that it scarred dishes in their dishwasher and stained their laundry. They complained to Cabot, which eventually installed a water-filtration system in the basement of their home...but when the Pennsylvania Department of Environmental Protection came to do further tests, it found that the Sautners' water still contained high levels of methane...In addition to methane, dangerously high levels of iron and aluminum were found.

The Sautners now rely on water delivered to them every week by Cabot. The value of their land has been decimated. Their children no longer take showers at home. They desperately want to move but cannot afford to buy a new house on top of their current mortgage.

"Our land is worthless," says Craig. "Who is going to buy this house?"

4. NPR: 'Close Encounters' With Gas Well Pollution

<http://www.npr.org/2012/05/15/149998263/close-encounters-with-gas-well-pollution>

Living in the middle of a natural gas boom can be pretty unsettling...

Companies can drill 20 wells or more at a single site. They come back again and again over the course of years. Each time, there's an onslaught of strange smells. People living near the wells complain about itchy eyes, scratchy throats and getting sick to their stomachs. "I worry about my health. I worry about my kids' health."

10 years have passed since Houpt first drove around her county, hearing complaints about air pollution and the gas industry. And Garfield County's 800 gas wells have grown to more than 8,000. People who live near wells—whether they're in Texas, Pennsylvania or Utah—still don't know what they're breathing.

5. Natural Gas Drilling Produces Radioactive Wastewater

Wastewater from natural gas drilling in New York State is radioactive, as high as 267 times the limit safe for discharge into the environment and thousands of times the limit safe for people to drink

<http://www.scientificamerican.com/article.cfm?id=marcellus-shale-natural-gas-drilling-radioactive-wastewater>

- a. The letter warned that the state may have difficulty disposing of the drilling waste, that thorough testing will be needed at water treatment plants, and that workers may need to be monitored for radiation as much as they might be at nuclear facilities.

6. Pennsylvania quarantine cattle over gas drilling fluid

<http://www.reuters.com/article/2010/07/01/us-pennsylvania-natgas-cattle-idUSTRE66058L20100701>

(Reuters) - Officials have quarantined 28 cows that may have drunk toxic waste water from natural gas drilling in Pennsylvania, adding to concerns about health risks arising from exploiting the state's vast shale deposits.

Waste water from the gas drilling process contains chemicals injected into the ground to fracture the gas-bearing rock, as well as naturally occurring toxic substances that are disturbed deep underground during fracking and drilling.

7. Blowout Occurs at Pennsylvania Gas Well

<http://online.wsj.com/article/SB10001424052748704764404575286910201269800.html>

A western Pennsylvania natural-gas well owned by EOG Resources Inc. blew out Thursday night, releasing an undisclosed amount of gas and drilling fluids before being contained about 16 hours later.

8. "Contaminated Pathways" from Earthworks

http://www.earthworksaction.org/issues/detail/contaminated_pathways

Summarizes how toxicity enters our environment.

9. Natural Gas from Shale Not Suitable as 'Bridge Fuel,' May Worsen Climate Change 01-26-2012
<http://ecowatch.org/2012/natural-gas-from-shale-not-suitable-as-bridge-fuel-may-worsen-climate-change/>

Cornell University

Far from being a "solution" to climate change, natural gas extracted from shale is a huge contributor of greenhouse gases when both methane and carbon dioxide are considered, according to a major new study by three Cornell University researchers.

The natural gas industry already accounts for almost a fifth (17 percent) of the total U.S. greenhouse gas emissions inventory, when analyzed using recently available new evidence. This percentage is predicted to grow to almost one quarter (23 percent) as shale gas continues to replace conventional natural gas.

Methane, which is a far more powerful greenhouse gas than carbon dioxide, is the culprit, according to the report.

The study Venting and Leaking of Methane from Shale Gas Development, is the work of professor Robert Howarth and Renee Santoro, researchers in the Department of Ecology & Evolutionary Biology, Cornell University, and Anthony Ingraffea, a professor in the School of Civil and Environmental Engineering at Cornell.

10. Water used in fracking:

http://money.cnn.com/2012/07/31/news/economy/drought-oil-us/index.htm?hpt=hp_t3

Fracking uses water. Lots of water. Each shale well takes between 2 and 12 million gallons of water. That's 18 Olympic-sized swimming pools worth of water per well. With over 60% of the nation in some form of drought, some counties have stopped issuing permits to draw water out of their rivers for fracking.

Fracking Issue Sources

- ❖ Industry
 - American Petroleum Institute, api.org
 - Energyfromshale.org
 - Fracfocus.org
 - Ground Water Protection Council, gwpc.org
 - Interstate Oil & Gas Compact Commission, iogcc.state.ok.us
 - Energy in Depth, energyindepth.org
 - Commonwealth Foundation, commonwealthfoundation.org
 - Barnett Shale Energy Education Council, bseec.org

- ❖ Environmentalist
 - Food and Water Watch, foodandwaterwatch.org
 - Green.blogs.nytimes.com
 - Earthworks, earthworksaction.org
 - Sierra Club, sierraclub.org
 - Frac: Fracking regulatory action center
 - Natural Resources Defense Council, nrdc.org
 - Gaslandthemovie.com
 - Center for Media & Democracy, prwatch.org
 - Propublica, propublica.org/series/fracking
 - Oil Watchdog, oilwatchdog.org
 - 350.org
 - Environmentillinois.org
 - Environmental Defense Fund, edf.org
 - Faithinplace.org

- ❖ Government
 - US Geological Survey, usgs.gov
 - US Environmental Protection Agency, EPA.gov

What are Fracking and Split Estate?

Split Estate - The concept of Split Estate dates back to English law, which reserved the mineral rights of all land, public and private to the king. Over time, Split Estate has come to be defined as a situation in which a property owner is not the same party who owns the rights to extract minerals from underneath the property. In fact, especially in the Western states, surface owners rarely own their mineral rights, and the party who does own them, is entitled to extract them, even if the surface owner doesn't want them to.

Fracking (see Hydraulic Fracturing)

Hydraulic Fracturing ("Fracking") - Hydraulic Fracturing is a process used in natural gas and oil extraction in which fluid (see Fracking Fluid) containing various proprietary ingredients is injected into rock formations causing them to fracture. This allows for the extraction of materials from a much larger area than would be possible otherwise. Although developed in the late 1940s by Halliburton, the technique proved too costly to be economically viable until rising gas prices in the 1990s made fracking a widespread practice in the industry. Fracking has come under scrutiny and criticism lately because of the potential for pollution of ground water, including the well water of homes near the drilling site, as well as potential pollution of streams and other habitats caused by unintended seeps.

Fracking Fluid - A mixture of water, sand and proprietary chemicals are injected into the ground during oil and gas drilling operations. The exact ingredients that are employed by companies involved have not been officially disclosed and due to exemptions enjoyed by drilling companies (e.g. the "Halliburton Loophole"), the ingredients remain proprietary and are not subject to regulation by agencies such as the EPA. Independent testing has been done on fracking fluids, however. The Endocrine Disruption Exchange, a non-profit organization headed by Dr. Theo Colborne, has identified 649 chemicals recovered from drilling operations, including Volatile Organic Compounds (VOCs), Neurotoxicants, and other dangerous chemicals which are heavily regulated when used in most other capacities.

"Halliburton Loophole" - As part of the 2005 Energy Bill, companies involved in natural gas drilling are exempt from EPA regulation of portions of the Safe Drinking Water Act. Among other things, this means that companies are free to inject toxic chemicals into the ground that would otherwise be illegal without any reporting or oversight.

FRAC Act (Fracturing Responsibility and Awareness of Chemicals Act) - introduced to both houses of the United States Congress on June 9, 2009, and aims to repeal the exemption for hydraulic fracturing in the Safe Drinking Water Act. It would require the energy industry to disclose the chemicals it mixes with the water and sand it pumps underground in the hydraulic fracturing process (also known as fracking), information that has largely been protected as trade secrets. Controversy surrounds the practice of hydraulic fracturing as a threat to drinking water supplies. The gas industry opposes the legislation.

Note: would effectively close the Halliburton Loophole

Neurotoxicants - Substances that are toxic to the nervous system. Symptoms of exposure may include confusion, weakness, tingling sensations, loss of coordination, fatigue, irritability, behavioral changes, and the development of degenerative brain diseases. Several neurotoxicants have been identified in the fluids injected into the ground during hydraulic fracturing

Produced Water - Water that comes out of a producing well and includes both water native to the reservoir being drilled and water and other fluids injected into the reservoir during drilling operations. Produced water often contains toxic chemicals and is considered an industrial waste material. It is generally placed in evaporation ponds, but this practice is growing increasingly controversial due to health and environmental concerns.

Evaporation pit - a large pit, generally lined with plastic or asphalt, designed to contain contaminated water from drilling operations and to dispose of them via evaporation.

Proppants - Small particles of varying types, often proprietary synthetic blends, injected into the ground along with fracking fluid. Proppants are used to hold open the fissures created in rocks during hydraulic fracturing so that the mined material can escape.

Seep - When gas escapes from a well unintentionally, through the surrounding strata of rock, often endangering local water sources.

Sparging - A method that has been employed to remove toxic gases from polluted water sources. A sparging unit releases the gasses trapped in polluted water into the air.

VOCs (Volatile Organic Compounds) - VOCs are hydrocarbon compounds that are generally highly toxic, often carcinogenic, and easily absorbed into water (some examples are propane, benzene, toluene, ethylbenzene and xylene.) Since VOCs, both manmade and naturally-occurring are frequently used in drilling operations, there is a great deal of concern about the potential for ground and drinking water contamination resulting from their use.

Jim Warren

From: Victoria F Harris <victoriafharris@gmail.com>
Sent: Wednesday, March 13, 2013 4:49 PM
To: George Gordon
Cc: Bill Wasson; Rob Amling; Jim Warren; Tim Dudley; Phil Dick; Laurie Wollrab; Victoria F Harris; Scott Black; Erik Rankin; Hannah Eisner; Jim Soeldner
Subject: Re: Source materials on fracking

Dear colleagues,

There are several large, nonpartisan, national studies underway right now analyzing the effects of fracking and what necessary safeguards must be in place. Learning of the Geisinger project, Gov. Cuomo was prompted to call for a moratorium. The Geisinger Health Systems study shall focus primarily upon health effects of fracking water on respiratory ailments, accidents and injuries, as well as on birth. A current EPA hydraulic fracturing study is a study of potential impacts of HVHF on drinking water resources. Commissioned by Congress, this includes 18 research related projects. There's a 278 p. progress report, but I don't believe its results have been published.

University of Pennsylvania is studying the impact on health caused by fracking, in collaboration with scientists from Columbia, Johns Hopkins, and the University of North Carolina.

I am including Richard Fedder's recent statement, which succinctly points out multiple problematic issues with HB2615--sufficient to warrant his calling for a moratorium until the results of current research underway becomes available. He's an attorney in Carbondale and addresses also the issue of local control.

Yesterday I spoke to Senator Koehler and was asked to send him information about legislation from other states, which I have done.

Senator Brady asked me to send information about the Geisinger report, which I have done.

Victoria

Richard Fedder's position statement:

Pro-fracking groups in Illinois are touting HB2615 as the "strictest regulatory plan in the country." Not so. The state of New York has declared a moratorium on fracking until the likely impact on land, air, water and public health has been fully examined by experts.

The people of Illinois deserve no less.

Right now, the EPA is conducting a major nationwide study to determine whether fracking can be done safely and, if so, how. What sense does it make to frack first, before the EPA study is completed?

Americans have a remarkable can-do attitude. Plunge in first and fix things later. But if we poison our water supply, it cannot be fixed.

That is why SAFE, a grassroots group of affected residents from Southern Illinois, is supporting a moratorium bill, SB1418, which creates an investigative task force of experts and stake holders (from all sides) to examine the risks to public health, the environment and local economies before fracking can proceed.

House Bill 2615 has some good features. In particular, it is much better than any other state law at holding the industry accountable after water is poisoned. But environmentalists and ordinary people would prefer that their water not be poisoned in the first place.

Or even simpler — we do not want our land to dry up because this giant industry has sucked up all of our precious water.

HB2615 simply has too many gaping holes. These include:

* WATER SCARCITY: The fracking industry will use unprecedented amounts of water — up to 1 trillion gallons. HB2615 requires the industry to identify water sources, but does not give local or state governments authority to limit water usage, not even during a drought.

Last month, one frack of one well in Michigan used 21 million gallons of water. If the Illinois shale pans out, we anticipate 10,000 wells. According to the industry, each well may be fracked up to 18 times. Where is this water to come from? And who will have priority when the wells run dry — the industry or the people of Southern Illinois?

* **TOXIC WASTE:** The frack water comes back up (as “flowback”) saturated with salts, heavy metals, volatile organic compounds, toxic chemicals added by the industry and radioactive elements (notably radium and radon) from the shale. Flowback cannot be cleaned, and should be classified as “hazardous waste” according to the federal Clean Water Act.

But the “Haliburton Loophole” of 2005 exempts the industry from compliance with the Clean Water Act. How then are we going to dispose of up to a trillion gallons of toxic and radioactive waste, without proper regulation?

* **EARTHQUAKES:** Fracking has been shown to trigger earthquakes along dormant Oklahoma and Ohio faults. Southern Illinois has several large active faults. No one can predict earthquakes. But it is just plain irresponsible for HB2615 to permit fracking in an active fault zone.

* **GREENHOUSE EFFECT:** The U.S. has been reducing its carbon dioxide emissions, as more power plants convert to natural gas. But, while carbon dioxide emissions have been going down, natural gas emissions have been going up because of fracking. Natural gas is 25 times more potent than carbon dioxide as a greenhouse gas.

Two recent NOAA studies found four to nine percent of the total natural gas produced from fracking fields leaks directly into the atmosphere. According to a Princeton study, 3.2 percent leakage is the break-even point. At four percent leakage, burning frack gas is dirtier than burning coal. At nine percent, it is a climate disaster. HB2615 contains no provision to monitor gas leakage. It does not monitor air pollution at all.

* **ENFORCEMENT:** Regulations can be no stronger than the agency which enforces them. With only 12 inspectors statewide, the Illinois Department of Natural Resources has a terrible track record of enforcement. HB2615 is just not good enough. The only reasonable choice is to support SB1418, and demand a moratorium on fracking in Illinois.

Richard Fedder of Carbondale is a member of Southern Illinoisans Against Fracking our Environment.

On Wed, Mar 13, 2013 at 11:08 AM, George Gordon <gjgordon1@gmail.com> wrote:

Good morning! Attached to this e-mail is a pdf containing a variety of sources materials on the topic of fracking -- from a variety of perspectives -- together with some information from an anti-fracking organization in southern Illinois.

The information came from a seminar held here in Bloomington-Normal a while back. I hope it's useful to you.

George Gordon

--
"Taxes are the dues that we pay for the privilege of living in a decent society." -- Paraphrasing the late Supreme Court Justice Oliver Wendell Holmes, Jr.

MMLP Ltd.

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street, Springfield, Illinois 62701-1502
Phone: (217) 789-9515; Email: architect@mmlpltd.com



11 March 2013

Mr. Bruce Cannon,
Shelby County Board Chairman
C/O Shelby County Court House
301 East Main Street
Shelbyville, IL, 62565

Bruce:

Jim let me know this past week that the County Board Building Committee had decided to proceed with the roof restoration and repair work without MMLP and Morrissey's design and construction services. We were disappointed of course, and wish you well.

I had looked forward to assisting as the County continues to restore and improve your wonderful court house.

So thanks to the County Board for the opportunity to serve you, good luck on the ongoing projects and congratulations on making the decision to continue to move forward. All of us enjoyed working with you, Jim, Kathy and the Sherriff.

All the best,



Richard R. Morse, AIA, LEED-AP
Melotte Morse Leonatti Parker, Ltd.
217-789-9515 Voice 217-789-9518 Fax
Email: rmorse@mmlpltd.com

PS: Enclosed is a preliminary proposal letter from the window restorer, History, which Morrissey asked for earlier in the year to help frame out joint proposal. It may be helpful as you plan the County's next steps.

F I L E D
FEB 13 2013

Jessica Fox
SHELBY COUNTY CLERK

PROPOSAL

02/14/13

Alex Robinson
Morrissey Construction Company
P.O. Box 189
Godfrey, IL 62035
Ph: 618-467-3426
FX: 618-466-9284

RE: Shelby County Courthouse – Window Restoration

We propose to restore windows at the above mentioned job in accordance with the plans and specifications and in compliance with the Secretary of the Interiors, "Standards for the Treatment of Historic Properties" including:

- ✓ Removal, translucent boardup and restoration of sash in our factory
- ✓ Strip, repair and refinish frames on site
- ✓ Factory finish sash
- ✓ Lifts, Scaffold, Ladders as necessary
- ✓ Shop Drawings and Submittals
- ✓ New Ropes
- ✓ New Weatherstrip System
- ✓ Replacement glass as necessary (Double Strength Annealed Float Glass)
- ✓ OSHA and EPA compliant LBP removal and disposal
- ✓ Caulk removal and re-caulking at exterior (Dow custom color included)
- ✓ New windows at 121C&D
- ✓ Fill unused weight pockets with fiberglass batt insulation

All Roof level and above windows (J, K, L, M & N):	\$89,562.00
All other windows:	\$291,283.00
Combined Packages:	\$365,845.00 (-\$15K)
Combined Packages if contract rvd before 4/1/2013 and draws paid net 10	\$350,000.00 (-\$30K)

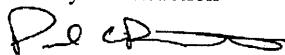
Exclusions:

- F&I New Louvers
- P&P Bonds
- Union Labor
- Removal of Friable ACM caulk if present
- F&I new hardware (alternate add shown)
- All work to interior trim (including jamb extensions)
- Measure, Furnish and Install Interior Storms
- Removal/Reinstallation of window coverings or moving of furniture
- 502-02 testing
- Guarantee of no water leakage based on ASTM E331 (this depends a great deal on the height of the interior stool and guaranteeing a pass may require replacing all interior stools and retrofitting a weep system)

Pricing alternates:

- If the goal of the project is to scrape/remove paint down to a sound substrate for painting instead of down to bare wood, deduct \$13,400
- Add \$4,000 for AAMA 502-02 testing (air infiltration only – water testing not included) (we included providing recent testing reports for the same conditions/same weatherstrip system on another project in base price)
- Add Allowance for "New period handles and latches" \$8,040.00

Respectfully Submitted,
History Construction



Paul C. Birkett
President

Window and Door Restoration

Architectural Woodwork Restoration

Animal Control

March 27, 2013

9:00_{am} - 9:45

Brad Hudson

Bob Jordan

Kay Kearney

Dr. Spesard

Joe Sims

Reviewed and signed payroll and bills

Brad received a check for \$1860 from Safety Education Grant

Reviewed Budget - 6 mos review

March 28 - five HS. Students will paint chain link fences as Community Service

Project for National Volunteer Week in April will be to paint the exterior of the Pound

FILED

MAR 27 2013

Jessica Joy
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NOS.	DEBITS	CREDITS	BALANCE
	4-Feb-13	Balance Shelby County State Bank				\$ 33,814.58
	1-Feb-13	Heartland Payment Systems--Fees		64.25		\$ 33,750.33
4570	4-Feb-13	Scott Jefson--PS Fluid for Snow Plow Tape for Back Hangar Insulation	022-7444.12-023 022-7444.12-023	20.16 54.09		\$ 33,730.17 \$ 33,676.08
	4-Feb-13	Heartland Payment Systems--Fees		4.84		\$ 33,671.24
4571	5-Feb-13	Jeff Green--Payment for Working 8 Days at Airport	022-5210.01-023	800.00		\$ 32,871.24
	6-Feb-13	Heartland Payment Systems--Deposit			26.32	\$ 32,897.56
4572	11-Feb-13	Express Services--FBO 02-03-2013	022-5210.01-023	750.00		\$ 32,147.56
4573	11-Feb-13	Shelby Electric Cooperative--Jan. 2013	022-7810.12-023	991.45		\$ 31,156.11
4574	11-Feb-13	Shelbyville Ace Hardware--Mail. For Back Hangar	022-7444.12-023	50.92		\$ 31,105.19
4575	11-Feb-13	Shelby County Highway Dept.--Asphalt Sealing	022-7443.12-023	2,017.83		\$ 29,087.36
4576	12-Feb-13	Crouse-Hinds--Two Obstruction Lights for Beacon Tower	022-7442.12-023	724.40		\$ 28,362.96
4577	16-Feb-13	Express Services--FBO 02-10-2013	022-5210.01-023	750.00		\$ 27,612.96
	19-Feb-13	Heartland Payment Systems--Deposit			31.79	\$ 27,644.75
4578	25-Feb-13	Shelby Electric Cooperative--New Meter Service	022-7810.12-023	2,440.00		\$ 25,204.75
4579	27-Feb-13	Express Services--FBO 02-17-2013	022-5210.01-023	750.00		\$ 24,454.75
4580	27-Feb-13	Consolidated Communications	022-7810.12-023	165.29		\$ 24,289.46
4581	27-Feb-13	Ameren CIPS	022-7810.12-023	278.01		\$ 24,011.45
4582	27-Feb-13	Steve Wempen--Printer Ink/Vending Mach Parts	022-7000.12-023	160.87		\$ 23,850.58
4583	27-Feb-13	Steve Wempen--Bookkeeping February 2013	022-5220.12-023	200.00		\$ 23,650.58
	28-Feb-13	Bank Interest			3.55	\$ 23,654.13
		Rent--Jeff Green \$255, A. Krouse \$85, AJ Wiss \$85				
		Leo Bachman \$85, B Brunken \$85, S Durbin \$255				
		G Culberson \$510, R Brown \$255, R Creamer \$285				
		Derek Pearcy \$285				
		Fuel				
	4-Mar-13	Board Meeting--March 4, 2013				
					2,185.00	\$ 25,839.13
					804.41	\$ 26,643.54

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
BUDGET ACCOUNT SUMMARY **March 4, 2013**

CHECK NO.	DATE	5210.01	5220.12	6120.12	7000.12	7441.12	7442.12	7443.12	7444.12	7810.12	8010.12	9900.12		
	YTD	\$14,250.00	\$1,000.00	\$9,339.00	\$0.00	\$274.95	\$3,595.84	\$20.16	\$60,985.41	\$147.19	\$9,397.30	\$4,697.36	\$10,253.19	\$70.00
4570	4-Feb-13													
4571	5-Feb-13	\$800.00												
4572	11-Feb-13	\$750.00												
4573	11-Feb-13													
4574	11-Feb-13													
4575	11-Feb-13													
4576	12-Feb-13													
4577	16-Feb-13	\$750.00												
4578	25-Feb-13													
4579	27-Feb-13	\$750.00												
4580	27-Feb-13													
4581	27-Feb-13													
4582	27-Feb-13													
4583	27-Feb-13													
Meeting	4-Mar-13	\$3,050.00	\$200.00	\$0.00	\$0.00	\$160.87	\$20.16		\$724.40	\$2,017.83	\$105.01	\$3,874.75	\$0.00	\$0.00
	YTD	\$17,300.00	\$1,200.00	\$9,339.00	\$0.00	\$435.82	\$3,616.00	\$61,709.81	\$2,165.02	\$9,502.31	\$8,572.11	\$10,253.19	\$70.00	
Monthly Expenses			\$ 10,153.02											
Heartland Fees			\$ 69.09											
Illinois Dept. of Revenue			\$ -											
Total Monthly Expenses			\$ 10,222.11											

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

February 4, 2012

Jim Looft calls the meeting to order.

Members present at meeting:

Commissioners-- Jim Looft and Steve Wempen

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

Airport Manager--Scott Jefson

Others Present--Jim Schwerman

The Minutes were read by all. Jim makes a motion to approve the minutes. It was seconded by Steve and approved by all saying aye.

In the treasurer's report, a deposit for \$11,710.10 was listed as payment for the regulator that got destroyed. Some discussion on a replacement CCR,(Constant Current Regulator), ensued. The discussion ended with Steve saying that he would check with J H Moore and see if the quote we had from them was for a new one or a rebuilt one. No decision was made.

Bills Presented

Shelbyville Ace Hardware--Furnace Install	\$	50.92
Shelby County Highway--Matl. & Labor for Sealing	\$	2,017.83
Scott Jefson--Refund for P/S Fluid & Tape	\$	74.25
Crouse-Hinds--2 Obstruction Lights for Project	\$	724.40
Steve Wempen--Vending Mach Parts & Ink	\$	160.87

Jim makes a motion to approve the Treasurer's Report and pay said bills as presented.

Steve seconded and it was approved by all saying aye.

Managers Report

January 9th had gas meters installed for Back Hangar furnaces and got them hooked up and running.

The red tractor came back from Mattoon the same day. It had a couple leaks that needed look at.

On the 16th, the NDB was out of service for 45 minutes and it was getting working on. Between 18th and 22nd, talked to Fuel Master and got the time out issue fixed and also had the heading fixed on the Fuel Master receipt. Now it says "Thanks for Flying Shelby County Airport" and also has gallons and price listed on it.

Started working on the bathroom in the back hangar and should finish it shortly.

Got the Cessna 310 sold and it will be gone in a few days. One plane left on ramp and unsure of ownership.

Donald Beyers brought his Cessna 182 back. It has been repaired and in good condition again. He is keeping it in the Main Hangar until something is figured out with the T-Hangars.

Scott mentions he might moved out of his hangar and into one of Bob Howies hangars. Bob has supposedly turned one over to Curt Crosby. At present it is unsure.

Had to run the snow plow a few times and it worked great. Needs a little use to grind down the arch in the blade from plowing country roads. Also the contractor contacted us and put the project on hold till further notice, but probably not till March. The weather station is fixed back but waiting on warmer weather to climb the tower.

Also lost the light and the Unicom antenna when the tower blew down. Do we want/or need a light for the parking lot and where do we put the Unicom antenna? Also have wireless internet in Main Hangar now.

Jeff Green contacted me and was wondering about settling up for working last May. After some discussion it was decided that we pay him for eight days or eight hundred dollars.

Jim Schwerman is present and gives us an in depth update on what's going on with the farm and what his plans are for the upcoming year. Working on the hump in the grass runway was also discussed some and what to do about it.

Scott mentions some farmers and insurance people from Kansas were in town and he let them use the conference room to meet in for a couple days. Scott also mentions that we need to rotate some soda in the soda machine because of the expiration date.

Bob Jordan ask about extending the runway and some discussion on the matter followed.

Jim Looft mentions Rob Waller not getting back with us about changing the load rating on 18-36 to a more accurate figure.

Scott also mentions getting more traffic other than the norm, because of pilots seeing our lower price on fuel.

Jim mentions to Scott that the Clover Buds Program is the pre-4H kids and they have some type of aviation thing they teach and are going to use it in Coles County. We have a Clover Buds Program also and might be something we want to look into. Similar to the EAA program.

Jim mentions maybe having the Kelly Miller Circus here at the airport if things don't work out at the fair grounds
Some discussion followed.

Jim makes motion to adjourn and Steve seconded it.

MAR 19 2013

Jessica Toy
SHELBY COUNTY CLERK

3-18-13

Roof - A lot of discussion - Brian Swinger very helpful. 1st he did not feel qualified to make a bid in as much as the ornamental sheet metal is over the wall down to Roof. It needs repair - Spc. specialized work. Did ~~not~~ agree to do the work. Did ~~not~~ decide ~~to~~ it would be possible to repair the roof up to this sheet metal. He did not feel qualified to make the estimate but would work with us.

Handicap accessible parking - discussed to some extent, one method - Parallel to East side of Court House End to End. Another would be to go East across the street to the current parking lot and put the places off the street facing East with wheel chair accessibility between the spots and on the other side of each resurface lot!

By the way - Brian Swinger mentioned Hahn's The engineer for help, he said he is good to work with. This Hahn's architectural

From Matkon. This is the firm the County
has work with for years. It wa Hahn and
WZ's ^{1st} ~~5th~~. They were who I spoke with in the be-
ginning about the project.

Discussed ~~storm~~ ~~wind~~ window repairs
also but nothing to any extent - we re-
cognize something needs to be done

Chataqua Building - great discussion on
County-City cooperation to promote tour-
ism & thus tax dollars - No decisions -
need some, in my opinion, like the Mayor
and the Co. Board Chair (heh, heh) to begin
negotiating

by the by we also had further discus-
sion on the ice off ~~water~~ water from
Roof - Brian says guttering could be used
to direct the water to the Roof of the
New entrance & ~~thru~~ through gutters

Les + I forgot we agreed to have Brian
Swingler & Co. do the Ladies Restroom, 1st
Floor, Improvements as they had ~~to~~ made the ~~big~~
Bid & pay for it from Courthouse repairs -

\$7,498⁰⁰ - including \$600⁰⁰ estimate for Electrical

F U L L E D
APR 04 2013
Jessica Joye
SHERY COUNTY CLERK

To Jessica
774.5291

Budget Mtg - March 29, 2013

Attending - Bruce Cannon, Paul Bennett, Gary Long, Kay Kearney, Gary Sergerin, Rob Amberg, Dave Pruitt, Jim Warren

Robert Yeckoy - attending to discuss audit. 2011 - AICPA - no longer required because of Cash ^{business} Decision on putting a statement for management discussion & analysis & budgetary comparison info. If still want to include will be put in back of audit instead of front of audit. Has been put on audit in 2011. no longer required.

The Committee all voted yes to keep the statement in audit but will be put in back of audit

Discussed Rescue squad buying a Polaris 4-wheeler & charging no credit cards. Thought maybe should have been brought to Committee / Co. Board. Gary Sergerin will address at next Rescue mtg.

Shelby Co. net assets increased 42,813. or 2%
Net Assets - 8/31/2012 *24897141.

Henry & need a budget "Shriff"
Trust fund.

talked about lease on Health
Building

Need to have someone track
Federal funds expenditures
& keep track of State & Federal.

Treasurer office - set procedure
in place to track State & Federal
money. Budget Committee
will direct - we reviewed &
decided it was Treasurer
responsibility to track.
Every office should track & report
to Treasurer office.

Need to review investments - Directed
Financial Committee.
uncollateralized deposits not insured
by FDIC. Policy set in 80 &
Finance Committee will review

Larry Henry made motion to adjourn.
Gary Sergani seconded. All agree.

9:00-9:59


Sheriff Miller
Kay Kearney
Richard Hayden
Don Strohl
Tina Wade

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

LAW ENFORCEMENT COMMITTEE MEETING
4/4/13

1. New Digital Radio System - intends to be operating April 12
2. Reinstatement of Sergeants Position - (2)
Merit Commission meets April 18
and will determine the process
3. Implementation of Auxiliary Deputy Program
Non - Paid Maximum of 10
Individual pays for uniform and equipment

Application - Essay
Written Exam
Interview

Michael A. Miller

Shelby County Sheriff

F I L E D

APR 04 2013

Shelby County Sheriff's Office
SHELBY COUNTY SHERIFF'S OFFICE

4/5/13

Meet with Roofing engineer & lighting engineer. Have Wethers coming to go with Roofing engineer

No wether, no problem - Mr. W. to give us report and estimate by Roof. Sasho need repair & paint. pricing Roof and dormers separately

[Signature]

No show on Lighting ENG!
I went home at 2:30 pm

F I L E D

APR 05 2013

Jessica Fox
SHELBY COUNTY CLERK

LEGISLATIVE COMMITTEE 10:30 AM 3/12

JOE SIMS, BOB HUNTER, GARY GREENE, BARB BENNETT
ROB AMLING.

LIZ NOHREN AND ASSOCIATES ADDRESSED THE COMMITTEE CONCERNING THE PROPOSED AMEREN POWER LINE. ATTORNEY NOHREN ASKED THE COMMITTEE TO BRING BEFORE THE COUNTY BOARD A RESOLUTION TO SUPPORT THE LANDOWNERS OF SHELBY CO. BEFORE THE L.C.C. THIS RESOLUTION WOULD SUPPORT AMEREN'S ORIGINAL PROPOSED TRACT WHICH DOES NOT EFFECT SHELBY CO. THE COMMITTEE AGREED TO REPORT TO THE COUNTY BOARD AT THE MARCH MEETING THAT A RESOLUTION WILL BE PRESENTED FOR THE BOARD'S CONSIDERATION AT THE APRIL MEETING. THE COMMITTEE WILL REQUEST THAT ATTORNEY NOHREN OR HER ASSOCIATE BE PLACED ON THE APRIL MEETING AGENDA. A COPY OF THE RESOLUTION WILL BE SENT OUT IN THE APRIL BOARD PACKET.

THE COMMITTEE DISCUSSED SETTING UP A SCHEDULE FOR AREA MINISTERS TO OFFER A PRAYER AT THE BEGINNING OF THE BOARD MEETINGS. EACH BOARD MEMBER WILL BE ASKED TO SUBMIT NAMES OF MINISTERS WHO WOULD BE WILLING TO OFFER A PRAYER, SO THAT A SCHEDULE CAN BE DEVELOPED.

THE COMMITTEE DISCUSSED THE ETHICS ORDINANCE. THE COMMITTEE DECIDED THAT THE ASSISTANT STATE ATTORNEY SHOULD BE APPOINTED AS THE ETHICS ADVISOR. THE COMMITTEE ALSO RECOMMENDED THAT AN ATTORNEY

FILED

APR 08 2013

Jessica Joy
SHELBY COUNTY CLERK

LEGISLATIVE Com. 10 AM 4/8/13

PRESENT BOB HUNTER, GARY GREGG, BARB BENNETT
ROB AMLING.

ABSENT JOE SIMMS

MEETING WAS CALLED TO REVIEW THE TRANSFER
OF THE CABLE FRANCHISE FROM NEW WAVE
COMMUNICATIONS TO RBL HOLDING. IT APPEARS AS
IF THE TRANSFER WILL NOT EFFECT THE OPERATIONS
OF THE CABLE COMPANY AND THE SUBSCRIBERS WILL SEE
LITTLE CHANGE. THE CITY OF SHELBYVILLE HAS ALSO
REVIEWED AND APPROVED THE FRANCHISE CHANGE.

THE COMMITTEE ALSO REVIEWED A PROPOSED RESOLUTION
WHICH WILL BE PRESENTED AT A FUTURE COUNTY BOARD
MEETING. THE RESOLUTION OUTLINES A PROCEDURE TO
APPOINT AN ETHICS ADVISOR AND ETHICS COMMISSIONER
ALSO COMPENSATION FOR THE COMMISSIONER.

~~THE COMMITTEE~~

A MOTION WAS MADE BY GARY GREGG TO PRESENT
THIS RESOLUTION AT A FUTURE BOARD MEETING, WITH
THE CONSENT OF THE BOARD CHAIRMAN, SECONDED BY
BARB BENNETT MOTION ~~ADOPTED~~ - CARRIED

MOTION TO ADJOURN BY BARB BENNETT SECONDED BY GARY GREGG
MOTION CARRIED.

Fees & Salary

4-9-13

Barb Bennett & Dave Cruitt : Attending
Kay Kearney - Absent

Approved Claims as presented.

FILED

APR 09 2013

Jessica Fox
SHELBY COUNTY CLERK

Purchasing Committee 4/9/13

Present were Jim Warren Frank Mulholland
Robert Hunter Gary Gergini Don Stroll

Christy Warfel presented her plans for
Vehicle lease agreement between CIPT + Co Bud
Everyone agreed she needed to have the
State's Attorney look it over.

Bills were presented
Robert Hunter made the motion to pay the bills
Jim Warren seconded All voted aye
Gary Gergini made the motion to adjourn
Frank Mulholland seconded All voted Aye

FILED
/PR 09 2013

Jessica Fox
SHELBY COUNTY CLERK

Public Health Mtg April 9, 2013

Attendees: Robert Hunter, Kenny Barr,
Richard Hayden, Jessie Durbin, Barb
Bennett

Handed out packets for Food & Sanitation
Ordinances for Committee to look over
for input. Will bring info back
to Steve Melega at June Co. Health Bd
Mtg.

Approved bills as presented.

FILED
APR 09 2013

Jessie Dore
SHERBY COUNTY CLERK

SHELBYVILLE

insurance services

4/5/2013

County Of Shelby
Attn: Barbara Bennett
301 East Main
Shelbyville, IL 62565

Re: Auxiliary Police Officers

Dear Barbara:

Per your request, we have inquired with the County's insurance carriers as it pertains to any underwriting concerns that may arise from the participation of a volunteer Auxiliary Police Officer.

We received the following important note from Shelby County's liability insurance carrier:

"If you review the language of who is an insured, it applies to your "volunteer workers," but only when acting at your direction and within the scope of their duties as "volunteer workers". (Public Agency Multi-Class Liability Coverage Form L17U200 01/98, page 11 of 17 under Section II WHO IS AN INSURED; item 2 a. 2)

We would (also) note that auxiliary police are normally used to augment the sworn full-time or part-time police during special occasions (parades, holiday events, ball games, disasters). They usually should adhere to all department rules. They normally are not allowed to carry weapons or are certified to do so. They should have some in-service training and are under the direction of a full time sworn officer. They normally do not have arresting powers and normally are used as support personnel."

Illinois Public Risk Fund, the County's workers compensation carrier, has confirmed that Volunteers are contemplated under their policy form.


Please review the underwriting notes above, along with policy language cited, to confirm application of coverage.

In addition, please consider that, in the unfortunate event an innocent party suffers a tragic injury, whether a volunteer or a third party due to the act(s) of a volunteer, it could subject the County to significant liability exceeding the County's current limit of insurance. Keeping this in mind, please review current limits of insurance for accuracy and adequacy.

It may also be in the County's best interest to seek advice from legal counsel to fully understand the risks associated with this matter. Legal counsel may also provide assistance with some type of contractual risk transfer with any prospective volunteers.

Please call with any questions.

Respectfully,


Chris Smith, CIC, CRM

F I L E D
APR 08 2013

ROAD & BRIDGE COMMITTEE

Meeting Minutes April 8, 2013

- **Roll Call** Dave Cruitt, Jesse Durbin, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **Approval of Meeting Minutes**
 - Previous minutes of meeting was approved
- **Review Claims** Monthly payroll and claims from the County Bridge, County Highway, FASM, Co. MFT, Local Bridge, Township Construction, Township MFT accounts were reviewed and signed by committee members
 - Committee recommended approval of claims
- **New Business:**
 - Agreement between County and IDOT to replace bridge in Ash Grove Township
 - Committee recommended approval
 - Petition to replace culvert in Lakewood Township
 - Committee recommended approval
 - Dump Truck Loan papers with Shelby County State Bank - \$106K
 - December 10th: Received Subpoena from Kanoski & Associates on maintenance records for flashing lights on Moweaqua/Il Rte 51 – gave deposition on March 18th
 - Shelbyville Rrxing has been completed - hopefully have a May bid letting – waiting on IDOT approval
 - Gave info about subdivisions for Galvin lawsuit
 - Submitted funding request for two Okaw rrxing approaches - \$243K
 - Start review of Bridge priorities
 - Committee to continue to review during next meeting(s)
 - Lapse pool township bridge grant applications due May 1st will pay 80% of construction costs
 - Holland Highway Commissioner agreed to provide \$40k for matching grant
 - Committee agreed to submit Holland township bridge for grant funding (#3263)
 - Hired summer staff – 3 maintenance; 2 technician
 - Received long-term list of rrxing improvements in Shelby County
 - County Engineer pay raise due on May 3rd in accordance with IDOT issued rates
 - Cold Mix made on March 25th and 26th – 3400 ton
 - Highway Commissioner conference on May 3rd
- **Old Business:**
 - Cold Spring Highway Commissioner requests recently closed bridge to be replaced; – Cold Spring commissioner asked for low water crossing
 - Notified of contaminated soil in Village of Herrick – State’s Attorney is contacting an environmental lawyer for review
 - We have a significant backlog of design projects: Neoga Road Bridge (Major bridge federal grant – shooting for a March 2013 letting); Shelbyville Township RRxing approach (100 % State funding – due in December 2013); Clarksburg rrxing approach (100% State funding – due June 2013); Oklahoma Bridge (80% federal funding; \$200K DCEO grant funding); Prairie/Richland township bridges (80% federal funding; 16% state; 4% local); Rural township funding submittal for rrxing approach; Repair bridge in Windsor Township (50/50 with township) December 10th: Clarksburg Cty Highway rrxing approach; 2 Okaw township rrxing approaches
 - Ash Grove Highway Commissioner has request bridge 3037 to be replaced
 - Lawsuit on Clarksburg Blacktop – Greg Williams accident
 - Jim Warren asking for cost estimate for courthouse parking lot
 - Windsor closed bridge – repair of cap and timber piles by Schmidt Construction

ROAD & BRIDGE COMMITTEE

Meeting Minutes April 8, 2013

- Status of Computer upgrades – asked Dave Woods for recommendations
 - Have updated cost estimates for upgrading Oconee road and for Assumption Road
-
- **Adjournment: Next meetings scheduled for May 3rd and 6th**

ROAD & BRIDGE COMMITTEE

Meeting Minutes

April 5th , 2013


- **Roll Call** in alphabetical order: Bruce Cannon, Jesse Durbin, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
 - Committee members Larry Lenz and Jesse Durbin took a road trip to review progress:
 - Lakewood petition for pipe replacement
 - Bridges in Rose and Holland that are being considered for Bridge grant submittal
 - Bridge in Ash Grove being considered for replacement as requested by Highway commissioner
- **Adjournment:** Next meeting scheduled for April 8th , 2013


DATE: 4-5-13


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

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

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE





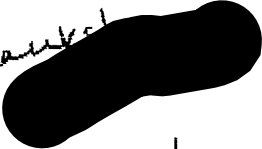


HIGHWAY PAYROLL ACCOUNT

DATE: March 11, 2013

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
<input checked="" type="checkbox"/> 464 S. Alan Spesard							3692.31
<input checked="" type="checkbox"/> 16 D. Culberson		16.22		24.33	1135.39		1135.39
<input checked="" type="checkbox"/> 244 K. Petard		23.32		34.98	1864.40		1864.40
<input checked="" type="checkbox"/> 386 S. Short	5 Days @ New Rate	22.52		33.78	1800.22	18.05	1818.27
<input checked="" type="checkbox"/> 172 M. Lorton		19.46		29.19	1555.68		1555.68
<input checked="" type="checkbox"/> 188 S. Prosser		22.83	3 X	34.25	1825.23	102.67	1927.90
<input checked="" type="checkbox"/> 252 M. Reider		20.87		31.31	1668.56		1668.56
<input checked="" type="checkbox"/> 179 R. Helton		20.87	1 X	31.31	1668.56	31.29	1699.85
<input checked="" type="checkbox"/> 328 R. Haycraft		20.87		31.31	1668.56		1668.56
<input checked="" type="checkbox"/> 153 D. Evans		20.63		30.95	1648.97		1648.97
<input checked="" type="checkbox"/> 102 I. Agney		20.63	1 X	30.95	1648.97	30.92	1679.89
<input checked="" type="checkbox"/> 226 C. Vail		17.50	1/2 X	26.25	1399.68	13.12	1412.80
<input checked="" type="checkbox"/> 150 L. Kenworthy	75	12.00		18.00			900-
	012502	01008					
	5031						
Co. MFT	392.31						
Co. Hwy.	12841.92						
wp. Br. Sup.	6138.35						

Scott Short
received a 2%
raise on Mar. 7th.
New Rates will be
on next pay
period.

Thanked


[Handwritten mark]

HIGHWAY PAYROLL ACCOUNT

DATE: March 28, 2013

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard	✓ 464						3692.31
D. Culberson	✓ 16	16.22		24.33	1135.39		1135.39
K. Petard	✓ 244	23.32		34.98	1864.40		1864.40
S. Short	✓ 386	22.96		34.44	1836.23		1836.23
M. Lorton	✓ 172	19.46		29.19	1555.68		1555.68
S. Prosser	✓ 188	22.83	21 1/2 ✓	34.25	1825.23	735.80	2561.03
M. Reider	✓ 252	20.87		31.31	1668.56		1668.56
R. Helton	✓ 179	20.87	19 ✓	31.31	1668.56	596.42	2262.98
R. Haycraft	✓ 328	20.87	19 ✓	31.31	1668.56	594.42	2262.98
C. Evans	✓ 153	20.63	19 ✓	30.95	1648.97	587.45	2236.42
J. Agney	✓ 102	20.63	20 ✓	30.95	1648.97	618.36	2267.33
K. Vail	✓ 226	17.50	19 ✓	26.25	1399.68	498.64	1898.32
A. Kenworthy	✓ 150	12.00		18.00			804-

012 5021 01 008

012 5031 01 008

New Rates for

Scott Short.

Thanks!



Co. MFT

3092.31

Co. Hwy.

16293.01

Twp. Br. Sup.

6060.31

Robert D. Buck
RR1 Box175C
Findlay, IL 62534

March 21, 2013

Shelby County Board
Mr. Bruce Cannon
P. O. Box 230
Shelbyville, IL 62565

Re: Findlay Fire Protection District Trustee Appointment

Dear Mr. Cannon:

I have been selected to replace Wayne Dotson as a trustee of the Findlay Fire Protection District. Wayne's three year term on the Board ends April of 2014 and by this letter, I am requesting that I be appointed to the Board of Trustees of the District to serve the remainder of the term of three (3) years, ending April 2014.

If there are any questions concerning the foregoing or if any additional information is needed to complete my re-appointment please contact me at 519-2948.

Thank you.

Sincerely,

A black oval redaction box covering the handwritten signature of Robert D. Buck.

Robert D. Buck

Cc: Hon. Jessica Fox, Shelby County Clerk

SHELBY COUNTY, ILLINOIS

BOND OF FIRE PROTECTION DISTRICT TRUSTEE

The undersigned, Rodney B. McClain, as principal, and Sean C. Ceviston as surety, and Wayne A. Watson as surety, jointly and severally, do herewith bind ourselves to the People of the State of Illinois in the penal sum of \$ 500.00 that the said principal will faithfully discharge his obligations and duties as a Trustee of the Findlay Fire Protection District.

[Redacted Signature]

Principal

[Redacted Signature]

Surety

[Redacted Signature]

Surety

STATE OF ILLINOIS)
) SS.
COUNTY OF SHELBY)

On the 30th day of March, 2013, there did appear before me, a Notary Public, Rodney B. McClain, Sean C. Ceviston and Wayne A. Watson, who being personally known to me, did execute the above and foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

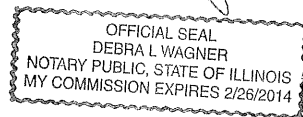
[Redacted Signature]

Notary Public

APPROVED:

[Redacted Signature]

Vice-Chairman, Shelby County Board



Date: April 10, 2013

PETITION TO THE CHAIRMAN AND COUNTY BOARD

OF

SHELBY COUNTY, ILLINOIS

The undersigned herewith petitions the Honorable Chairman and the Honorable Members of the County Board of Shelby County, Illinois for appointment as a Trustee of the Findlay Fire Protection District in accordance with the provision of Section 4 of the Illinois Fire Protection District Act (70 ILCS 705/4). The undersigned certifies that he is a registered voter residing within the jurisdiction of the Findlay Fire Protection District and meets all qualifications to serve as a member of the Board of Trustees of the said Fire Protection District.

[Redacted Signature]

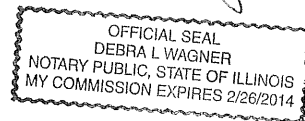
Rodney B. McClain

STATE OF ILLINOIS)
) SS.
COUNTY OF SHELBY)

Subscribed and sworn to before me, a Notary Public, this 30th day of March, 2013.

[Redacted Signature]

Notary Public



Rodney B. McClain
R1 Box 192A
Findlay, IL 62534

March 21, 2013

Shelby County Board
Mr. Bruce Cannon
P. O. Box 230
Shelbyville, IL 62565

Re: Findlay Fire Protection District Trustee Reappointment


Dear Mr. Cannon:

I am currently serving as a trustee of the Findlay Fire Protection District. My three year term on the Board ends April of 2013 and by this letter, I am requesting that I be reappointed to the Board of Trustees of the District for a term of three (3) years, ending April 2016.

If there are any questions concerning the foregoing or if any additional information is needed to complete my re-appointment, please contact me at 521-1033.

Thank you.

Sincerely,



Rodney B. McClain

Cc: Hon. Jessica Fox, Shelby County Clerk

SHELBY COUNTY, ILLINOIS

BOND OF FIRE PROTECTION DISTRICT TRUSTEE

The undersigned, Rodney B. McClain, as principal, and Sean C. Cuviston as surety, and Wayne A. Dotson as surety, jointly and severally, do herewith bind ourselves to the People of the State of Illinois in the penal sum of \$ 500.00 that the said principal will faithfully discharge his obligations and duties as a Trustee of the Findlay Fire Protection District.

[Redacted Signature]

Principal

[Redacted Signature]

Surety

[Redacted Signature]

Surety

STATE OF ILLINOIS)

) SS.

COUNTY OF SHELBY)

On the 30th day of March, 2013, there did appear before me, a Notary Public, Rodney B. McClain, Sean C. Cuviston and Wayne A. Dotson, who being personally known to me, did execute the above and foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

[Redacted Signature]

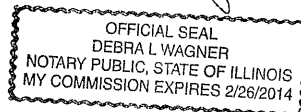
Notary Public

APPROVED:

[Redacted Signature]

Vice-Chairman, Shelby County Board

Date: April 10, 2013



PETITION TO THE CHAIRMAN AND COUNTY BOARD

OF

SHELBY COUNTY, ILLINOIS

The undersigned herewith petitions the Honorable Chairman and the Honorable Members of the County Board of Shelby County, Illinois for appointment as a Trustee of the Findlay Fire Protection District in accordance with the provision of Section 4 of the Illinois Fire Protection District Act (70 ILCS 705/4). The undersigned certifies that he is a registered voter residing within the jurisdiction of the Findlay Fire Protection District and meets all qualifications to serve as a member of the Board of Trustees of the said Fire Protection District.

[Redacted Signature]

Rodney B. McClain

STATE OF ILLINOIS)
) SS.
COUNTY OF SHELBY)

Subscribed and sworn to before me, a Notary Public, this 30th day of March, 2013.

[Redacted Signature]

Notary Public

OFFICIAL SEAL
DEBRA L WAGNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/26/2014

BOND OF FIRE PROTECTION DISTRICT TRUSTEE

The undersigned, Robert D. Buck, as principal, and Rodney B. McClain as surety, and Sean C. Cewiston as surety, jointly and severally, do herewith bind ourselves to the People of the State of Illinois in the penal sum of \$ 500.00 that the said principal will faithfully discharge his obligations and duties as a Trustee of the Findlay Fire Protection District.

[Redacted Signature]

Principal

[Redacted Signature]

Surety

[Redacted Signature]

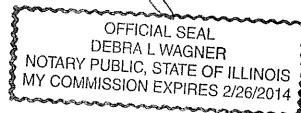
Surety

STATE OF ILLINOIS)
) SS.
COUNTY OF SHELBY)

On the 27th day of March, 2013, there did appear before me, a Notary Public, Robert D. Buck, Rodney B. McClain and Sean C. Cewiston, who being personally known to me, did execute the above and foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

[Redacted Signature]

Notary Public



APPROVED:

[Redacted Signature]

Vice- Chairman, Shelby County Board


Date: April 10, 2013

PETITION TO THE CHAIRMAN AND COUNTY BOARD

OF

SHELBY COUNTY, ILLINOIS

The undersigned herewith petitions the Honorable Chairman and the Honorable Members of the County Board of Shelby County, Illinois for appointment as a Trustee of the Findlay Fire Protection District in accordance with the provision of Section 4 of the Illinois Fire Protection District Act (70 ILCS 705/4). The undersigned certifies that he is a registered voter residing within the jurisdiction of the Findlay Fire Protection District and meets all qualifications to serve as a member of the Board of Trustees of the said Fire Protection District.




Robert D. Buck

STATE OF ILLINOIS)
) SS.
COUNTY OF SHELBY)

Subscribed and sworn to before me, a Notary Public, this 26th day of March, 2013.





Notary Public

SHELBY COUNTY, ILLINOIS

2013-14

RESOLUTION APPROVING THE APPOINTMENT OF TRUSTEE
FOR THE COWDEN FIRE PROTECTION DISTRICT

WHEREAS, the COWDEN FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district contained entirely within the County of Shelby, State of Illinois, but not wholly within a single township or municipality, and


WHEREAS, 70 ILCS 705/4 (3), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and

WHEREAS, there have been trustees appointed for the said fire protection district and the present term of STEVEN JOE KRESIN HAS RESIGNED WITH 2 YEARS REMAINING ON HIS TERM , and

WHEREAS, the Chairman of the County Board has appointed PAT DOTY to serve THE REMAINING UNEXPIRED TERM OF STEVEN JOE KRESIN BEING 2 YEARS as trustee commencing the first Monday in May, 2013, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

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

PASSED AND APPROVED this 10th day of April, 2013.


Vice- Chairman, Shelby County Board


ATTEST


County Clerk

APPOINTMENT OF TRUSTEE FOR
THE COWDEN FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (3), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint PAT DOTY as Trustee for the COWDEN FIRE PROTECTION DISTRICT, with the advice and consent of the County Board, to serve THE REMAINING UNEXPIRED TERM OF STEVEN JOE KRESIN (BEING 2 YEARS) commencing on the first Monday in May, 2013, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 10 Day of April 2013



Vice- Chairman, Shelby County Board

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

IN THE MATTER OF)
THE COWDEN FIRE PROTECTION DIST) NO. 76 MC 1

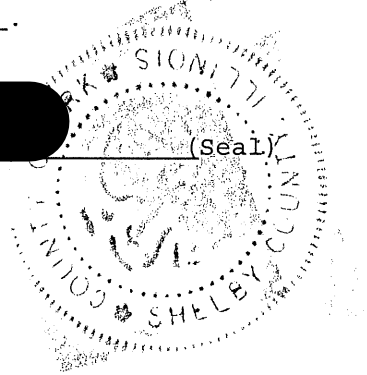
CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that PAT DOTY was appointed by the Chairman of the County Board of Shelby County, Illinois, to SERVE THE REMAINING UNEXPIRED TERM OF STEVEN JOE KRESIN (BEING 2 YEARS) as trustee of THE COWDEN FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2013, and that said appointment was approved by the County Board of Shelby County on the 10 day of April, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 10 day of April, 2013.

[Redacted Signature]

County Clerk



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

IN THE MATTER OF)
COWDEN FIRE PROTECTION) No. 76-MC-1
DISTRICT)

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, PAT DOTY as Principal, and Ryan Scott and Misty Curl as sureties, of the County of Shelby and State of Illinois, are bound to the People of the State of Illinois in the penal sum of Five Hundred Dollars (\$500.00).

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

WITNESS our hands and seals this 22 day of March, 2013



Principal



Surety

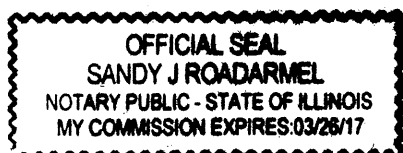


Surety

STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

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

GIVEN under my hand and Notarial Seal this 22 day of March, 2013.





Notary Public

OATH OF OFFICE

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

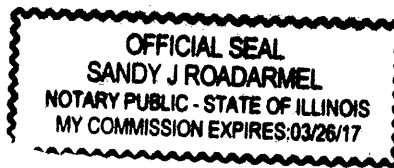
DATED this 22 day of March, 2013

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me this 22 day of March, 2013.

[Redacted Signature]

Notary Public



BOND APPROVED: _____
Chairman, Shelby County Board

2013-15
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE WINDSOR FIRE PROTECTION DISTRICT

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

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

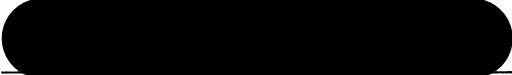
WHEREAS, there have been trustees appointed for the said fire protection district and the present term of JAMES HOOTEN will expire on the first Monday in May, OF THIS YEAR, and it is necessary to appoint a successor, and

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

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

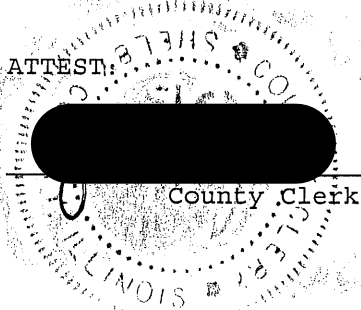
NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of JAMES HOOTEN to serve as Trustee for the WINDSOR Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars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

PASSED AND APPROVED this 10 day of April, 2013.


Vice- Chairman, Shelby County Board

ATTEST:



County Clerk



APPOINTMENT OF TRUSTEE FOR
THE WINDSOR FIRE PROTECTION DISTRICT

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

Dated this 10th Day of April 2013


Vice - Chairman, Shelby County Board

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

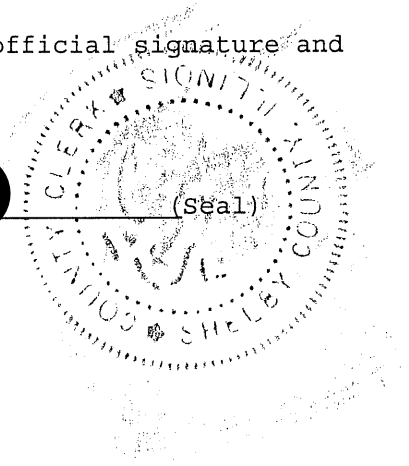
IN THE MATTER OF)
THE WINDSOR FIRE PROTECTION DIST) NO. 65-15

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that JAMES HOOTEN was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE WINDSOR FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2013, and that said appointment was approved by the County Board of Shelby County on the 10th day of April, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 10th day of April, 2013.


County Clerk



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

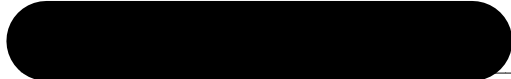
IN THE MATTER OF)
WINDSOR FIRE PROTECTION) No. 65-15
DISTRICT)

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, JAMES HOOTEN
as Principal, and Russell Hopper and Daniel D Hooten
as sureties, of the County of Shelby and State of Illinois, are bound to the
People of the State of Illinois in the penal sum of Five Hundred Dollars
(\$500.00).

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

WITNESS our hands and seals this 18th day of March, 2013.



Principal



Surety



Surety

STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

I, the undersigned, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that JAMES HOOTEN
and Russell Hopper and Daniel D Hooten
_____, 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.

GIVEN under my hand and Notarial Seal this 18th day of
March, 2013.



Notary Public

OFFICIAL SEAL
LINDA L. VORIS
Notary Public - State of Illinois
My Commission Expires Jun 29, 2013

OFFICIAL SEAL
LINDA L. VORIS
Notary Public - State of Illinois
My Commission Expires Jun 29, 2013

OATH OF OFFICE

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

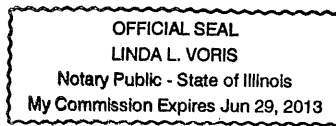
DATED this 18th day of March, 2013.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me this 18th day of March, 2013.

[Redacted Signature]

Notary Public



BOND APPROVED: _____
Chairman, Shelby County Board

2013-16
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE STEWARDSON FIRE PROTECTION DISTRICT

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

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


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

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

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


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

PASSED AND APPROVED this 10 day of April, 2013.



Vice -Chairman, Shelby County Board

ATTEST:




County Clerk:


SHELBY COUNTY, ILLINOIS

APPOINTMENT OF TRUSTEE FOR
THE STEWARDSON FIRE PROTECTION DISTRICT

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

Dated this 10th Day of April 2013



Vice - Chairman, Shelby County Board

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

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

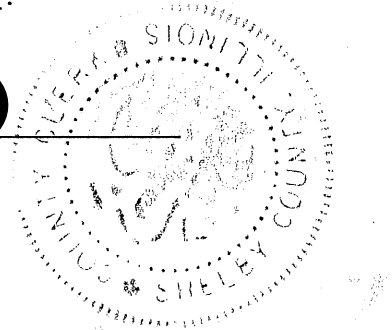
CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that LARRY SYFERT was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE STEWARDSON FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2013, and that said appointment was approved by the County Board of Shelby County on the 10th day of April, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 10th day of April, 2013.



County Clerk



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

IN THE MATTER OF)
STEWARDSON FIRE PROTECTION) No. 66-17
DISTRICT)

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, LARRY SYFERT as Principal, and Jennifer S. Wade and WYNONA Syfert as sureties, of the County of Shelby and State of Illinois, are bound to the People of the State of Illinois in the penal sum of Five Hundred Dollars (\$500.00).

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

WITNESS our hands and seals this 21 day of March, 2013

[Redacted Signature]

Principal

[Redacted Signature]

Surety

[Redacted Signature]

Surety

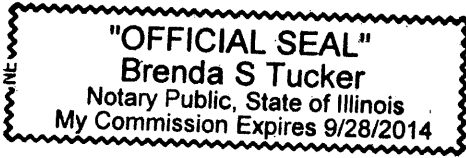
STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

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

GIVEN under my hand and Notarial Seal this 21st day of March, 2013

[Redacted Signature]

Notary Public




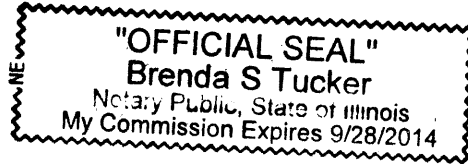
OATH OF OFFICE

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

DATED this 21 day of March, 2013

SUBSCRIBED AND SWORN TO before me
this 21st day of March, 2013


Notary Public



BOND APPROVED: _____
Chairman, Shelby County Board

2013-17
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE STEWARDSON FIRE PROTECTION DISTRICT

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

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

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

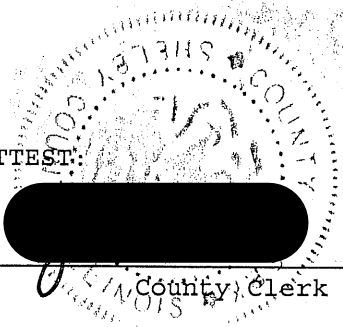
WHEREAS, the said trustee has consented to serve another term as trustee, and

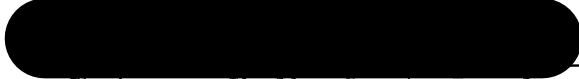
WHEREAS, the Chairman of the County Board has appointed GEORGE CONDER to serve a full three year term as trustee commencing the first Monday in May, 2013, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with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

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

PASSED AND APPROVED this 10 day of April, 2013.

ATTEST:





Vice -Chairman, Shelby County Board

APPOINTMENT OF TRUSTEE FOR
THE STEWARDSON FIRE PROTECTION DISTRICT

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

Dated this 10th Day of April 2013



Vice- Chairman, Shelby County Board


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

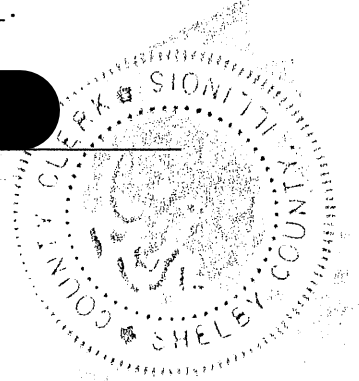
IN THE MATTER OF)
THE STEWARDSON FIRE PROTECTION DIST) NO. 66-17

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that GEORGE CONDER was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE STEWARDSON FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2013, and that said appointment was approved by the County Board of Shelby County on the 10th day of April, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 10th day of April, 2013.


County Clerk



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


IN THE MATTER OF)
STEWARDSON FIRE PROTECTION) No. 66-17
DISTRICT)


TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, GEORGE CONDER as Principal,
and Marna Jones and Debra Richards as sureties,
of the County of Shelby and State of Illinois, are bound to the People of the
State of Illinois in the penal sum of Five Hundred Dollars (\$500.00).

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

WITNESS our hands and seals this 26 day of March, 2013.


Principal


Surety


Surety

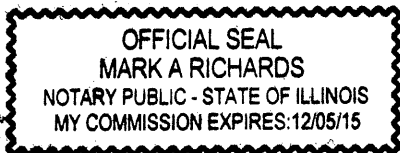
STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

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

GIVEN under my hand and Notarial Seal this 26 day of
March, 2013



Notary Public



OATH OF OFFICE

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

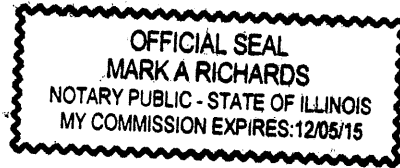
DATED this 26 day of March, 2013.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me
this 26 day of March, 2013

[Redacted Signature]

Notary Public



BOND APPROVED: _____
Chairman, Shelby County Board

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

IN THE MATTER OF)
THE STRASBURG FIRE PROTECTION DIST) NO. 75 MC 1

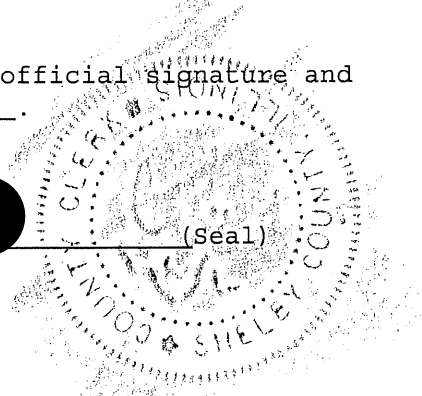
CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that TRAVIS DOLLARHIDE was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE STRASBURG FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2013, and that said appointment was approved by the County Board of Shelby County on the 10th day of April, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 10th day of April, 2013.

[Redacted Signature]


County Clerk



APPOINTMENT OF TRUSTEE FOR
THE STRASBURG FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (3), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint TRAVIS DOLLARHIDE as Trustee for the **STRASBURG FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2013, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 10th Day of April 2013



Vice-Chairman, Shelby County Board

2013-18
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE STRASBURG FIRE PROTECTION DISTRICT

WHEREAS, the STRASBURG FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district contained entirely within the County of Shelby, State of Illinois, but not wholly within a single township or municipality, and

WHEREAS, 70 ILCS 705/4 (3), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and


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

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

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


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

PASSED AND APPROVED this 10 day of April, 2013.

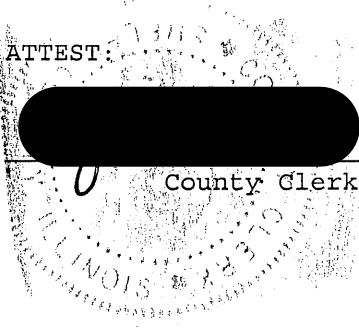


Vice- Chairman, Shelby County Board

ATTEST:



County Clerk



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

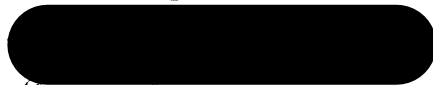


IN THE MATTER OF)
STRASBURG FIRE PROTECTION) No. 75-MC-1
DISTRICT)

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Travis Dollarhide
as Principal, and John Belden and Tim Kenz
as sureties, of the County of Shelby and State of Illinois,
are bound to the People of the State of Illinois in the penal sum of Five
Hundred Dollars (\$500.00).

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

WITNESS our hands and seals this 26 day of March, 2013



Principal

Surety

Surety

STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

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

GIVEN under my hand and Notarial Seal this 26 day of
March, 2013.

OFFICIAL SEAL
LISA D. RINCKER
Notary Public, State Of Illinois
My Commission EXPIRES 04/03/2014


Notary Public

OATH OF OFFICE

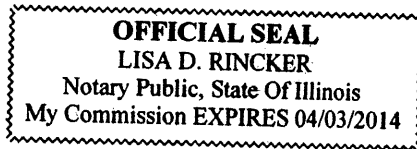
I, Travis Dollarhide, do solemnly swear that I will faithfully perform the duties of a Trustee of the STRASBURG Fire Protection District, and that I will do and perform all acts required of me by law to the best of my ability.

DATED this 26 day of March, 2013

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me
this 26 day of March, 2013.

[Redacted Signature]
Notary Public



BOND APPROVED: _____
Chairman, Shelby County Board

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

IN THE MATTER OF)
THE HERRICK FIRE PROTECTION DIST) NO. 90 MC 1

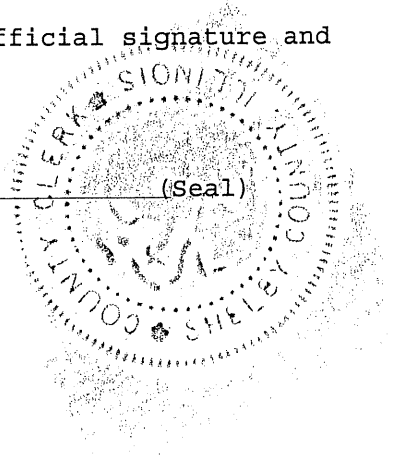
CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that KENNETH BARR was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE HERRICK FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2013, and that said appointment was approved by the County Board of Shelby County on the 10th day of April, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 10th day of April, 2013.




County Clerk



APPOINTMENT OF TRUSTEE FOR
THE HERRICK FIRE PROTECTION DISTRICT

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

Dated this 10th Day of April 2013



Vice-Chairman, Shelby County Board

2013-19
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE HERRICK FIRE PROTECTION DISTRICT

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

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


WHEREAS, there have been trustees appointed for the said fire protection district and the present term of KENNETH BARR will expire on the first Monday in May, 2013, and it is necessary to appoint a successor, and


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

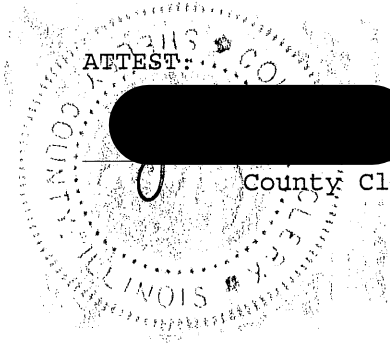
WHEREAS, the Chairman of the County Board has appointed KENNETH BARR to serve a full three year term as trustee commencing the first Monday in May, 2013, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with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

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

PASSED AND APPROVED this 10 day of April, 2013.


Vice-Chairman, Shelby County Board


County Clerk



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


IN THE MATTER OF)
HERRICK FIRE PROTECTION) No. 90 MC 1
DISTRICT)


TRUSTEE'S BOND

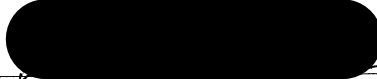
KNOW ALL MEN BY THESE PRESENTS, that we, KENNETH BARR as Principal,
and Norman Wilson and LARRY SARVER as sureties,
of the County of Shelby and State of Illinois, are bound to the People of the
State of Illinois in the penal sum of Five Hundred Dollars (\$500.00).

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

WITNESS our hands and seals this 9 day of April, 2013.



Principal



Surety


Surety

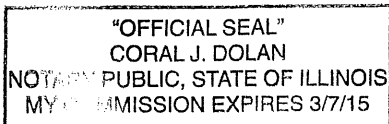
STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

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

GIVEN under my hand and Notarial Seal this 9 day of
April, 2013.



Notary Public



OATH OF OFFICE

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

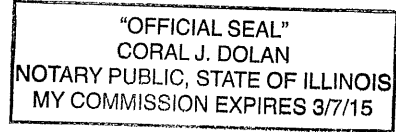
DATED this 9 day of April, 2013



SUBSCRIBED AND SWORN TO before me this 9 day of April, 2013.



Notary Public



BOND APPROVED: _____
Chairman, Shelby County Board

Shelby County Treasurer
 Monthly Report of Investments
 1-Apr-13
 Bank Balance: \$11,088,135.86

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$	640,407.28	MMD			
\$	1,429,227.77	MMD	General Fund	\$	2,263.86
\$	-				
\$	-		County Payroll Clearing	\$	36,728.41
\$	-				
\$	-		Section 105 Claims	\$	2,000.00
\$	-				
\$	24,896.62	PB	County Health Fund	\$	-
\$	126,055.98	CD			
\$	19,483.51	MMD	County Health-TB	\$	-
\$	37,712.68	MMD			
\$	48,217.13	MMD	Animal Control Fund	\$	-
\$	23,472.76	MMD			
\$	93,263.45	PB	Ambulance Fund	\$	-
\$	152,598.01	MMD			
\$	1,009,705.08	MMD	Mental Health Fund	\$	-
\$	-				
\$	1,394,597.71	PB	IMRF Fund	\$	-
\$	-				
\$	275,628.53	PB	Social Security Fund	\$	-
\$	54,614.41	CD & MMD			
\$	37,393.69	PB	Indemnity Fund	\$	-
\$	-				
\$	893.44	PB	Court Security Fund	\$	-
\$	-				
\$	146,641.92	MMD	County Bridge Fund	\$	-
\$	-				
\$	147,774.39	PB	County Highway Fund	\$	-
\$	-				
\$	60,132.92	MMD	FASM Fund	\$	-
\$	-				
\$	638,410.65	MMD	County Motor Fuel Tax Fund	\$	-
\$	-				
\$	5,885.74	PB	Tourism Fund	\$	-
\$	97,458.50	CD & MMD			
\$	261,677.61	PB	Probation Fund	\$	-
\$	55,000.00	CD & MMD			
\$	40,149.92	PB	Assist Court Fund	\$	-
\$	-				
\$	997.46	PB	Law Library Fund	\$	-
\$	-				
\$	83,084.27	PB	Automation Fund	\$	-
\$	-				
\$	124,151.22	PB	Recording Fund	\$	-
\$	-				
\$	3,867.31	PB	Drug Traffic Fund	\$	-
\$	65,290.91	CD			
\$	26,643.59	MMD	Airport Fund	\$	314.99
\$	242,383.11	CD & MMD			
\$	668,491.12	MMD	Home Nursing Fund	\$	-
\$	-				
\$	-		W.I.C. Fund	\$	25,209.43
\$	-				
\$	44,735.18	MMD	Local Bridge Fund	\$	-
\$	-				
\$	-		Township Bridge Fund	\$	14,120.20
\$	-				
\$	-		Township Construction Fund	\$	369.13

\$ -	MMD		
\$ 1,092,901.69	MMD	Township Motor Fuel Tax	\$ -
\$ -			
\$ 1,149.55	PB	Estate Tax Fund	\$ -
\$ -			
\$ 276,235.27	PB	Minor Unknown Heirs Fund	\$ -
\$ -			
\$ 190.31	PB	Probation Drug Testing	\$ -
\$ 42,494.94	MMD		
\$ 174,411.28	PB	Drainage Fund	\$ 1,605.35
\$ -			
\$ 45,337.06	PB	Document Storage Fund	\$ -
\$ 82,168.21	MMD		
\$ 25,822.46	PB	Misc County Health Fund	\$ -
\$ 27,027.45	MMD		
\$ 5,586.60	PB	Litigation Fund	\$ -
\$ 208,520.37	CD		
\$ 212,060.07	PB	Revolving Loan Fund	\$ -
\$ -			
\$ 13,594.17	PB	Victim Impact Panel Fund	\$ -
\$ -			
\$ 771.00	PB	States Attorney Forf Fund	\$ -
\$ -			
\$ 8,615.48	PB	Rescue Squad Fund	\$ -
\$ -			
\$ 18,072.07	PB	DUI Equipment Fund	\$ -
\$ -			
\$ 241,501.80	PB	GIS Fund	\$ -
\$ -	CD		
\$ -	PB	Capital Improvement Fund	\$ 242,375.44
\$ -			
\$ -		Pet Population	\$ 14,077.71
\$ -			
\$ -	MMD	EMA Special Fund	\$ 58,002.29
\$ -			
\$ -	PB	SA Automation Fund	\$ 257.00
\$ -			
\$ -		County Health Petty Cash	\$ 135.64
\$ -			
\$ -		Probation Petty Cash	\$ 50.00
\$ -			
\$ -		County Treasurer Cash	\$ 5,000.00
\$ -			
			\$ 10,959,913.10

County Collector Accounts

Shelby County State Bank-Checking	\$ 200.00
Busey Bank-Checking	\$ 4,680.01
National Bank at Pana	\$ 94.77
First National Bank of Assumption	\$ 139.58
Community Banks of Shelby County-Cowden	\$ 204.31
Shelby County State Bank-Strasburg	\$ 358.01
First Federal Savings & Loan-Shelbyville	\$ 177.14
Busey Bank-Real Estate Tax Trust Account	\$ 2,386.70
Shelby County State Bank-Shelbyville-Money Market	\$ 2,035.42
Busey Bank-Money Market	\$ 43,185.93
Ayars State Bank-Moweaqua	\$ 204.89
Shelby County State Bank-Findlay	\$ 224.56
First National Bank of Pana	\$ 259.53
Peoples Bank of Pana	\$ 185.24
Prairie National	\$ 193.69
Shelby County State Bank-Windsor Branch	\$ 199.92
Dewitt Federal Savings & Loan-Moweaqua	\$ 95.39
Sigel Community Bank	\$ 229.75
Shelby County State Bank-Moweaqua	\$ 154.34
Illinois Epay	\$ 73,013.58
	\$ 128,222.76

CERTIFICATE OF DEPOSITS
April 1, 2013

General Fund(001) Community Banks of Shelby County-MMD# 390	
.15% Interest	<u>\$ 640,407.28</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.15% Interest	<u>\$ 37,712.68</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.15% Interest	<u>\$ 23,472.76</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.15% Interest	<u>\$ 152,598.01</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.15% Interest	<u>\$ 9,614.41</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.15% Interest	<u>\$ 97,458.50</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.15% Interest	<u>\$ 117,383.11</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.15% Interest	<u>\$ 82,168.21</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 7/28/2013	
.20% Interest	<u>\$ 126,055.98</u>

CERTIFICATE OF DEPOSITS
April 1, 2013

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 8/9/2013 .20% Interest	<u>\$ 45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 04/16/2013 .30% Interest	<u>\$ 55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 8/15/2013 .30% Interest	<u>\$ 125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .10% Interest	<u>\$ 208,520.37</u>
Airport(022)	<u>\$ 65,290.91</u>
TOTAL	<u>\$ 1,785,682.22</u>