

# AMY BRITTON

COUNTY CLERK/RECORDER  
CLAY COUNTY  
P.O. BOX 160  
LOUISVILLE, IL 62858  
PHONE (618) 665-3626  
Fax (618) 665-3607

## CLAY COUNTY BOARD MEETING

MAY 11, 2021 AT 6:00 P.M.

### AGENDA

1. CALL TO ORDER by *JOE GOODMAN*, CHAIRMAN
2. PLEDGE TO THE FLAG
3. INVOCATION
4. ROLL CALL, by *AMY BRITTON*
5. ACKNOWLEDGE GUESTS, AGENDA CHANGES AND APPROVAL
6. APPROVAL OF April 15, 2021 COUNTY BOARD MINUTES
7. CLAIMS COMMITTEE REPORT
  - A. Discuss and/or Approve Paid and Unpaid Claims
8. REGIONAL OFFICE OF EDUCATION
  - A. March 2021 Report
9. CLAY COUNTY HEALTH DEPARTMENT, *JEFF WORKMAN*
  - A. Board of Health Report
10. SHERIFF, *ANDY MYERS*
  - A. Sheriff's Report
11. TREASURER, *JANA TOLLIVER*
  - A. Monthly Report
12. COUNTY ENGINEER, *DARIN KOELM*
  - A. Culvert Petition Larkinsburg Township Mockingbird Road
  - B. Culvert Petition Larkinsburg Township Turtle Drive
  - C. Updated agreement IDOT BLR 05310 Honey Locust Lane
  - D. Engineer's Report

- 13. **HOSPITAL REPORT, BOB SELLERS**
  - A. Hospital Report
  - ~~B. Paid and Unpaid Claims~~
  - C. Covid funds capital items
  - D. Clay County Hospital Bylaws 2021-2023
  - E. Medical Staff Credentials
- 14. **CHAIRMAN'S REPORT**
  - A. Discuss and/or Approve Forming a Committee for Enterprise Zone.
  - B. Open Discussion
- 16. **NEW BUSINESS**
- 17. **UNFINISHED BUSINESS**
  - A. Open Discussion
- 18. **ADJOURN**

For the Chairman



Amy Britton

Clay County Clerk

Agenda Subject to Change

Posted: May 6, 2021

# CLAY COUNTY BOARD MEETING

## MAY 11, 2021

PLEASE SIGN IN:

Randy Thompson

J. Bush

Jim [unclear]

[unclear]

Barb McHraw

DARIN A. KOELM

Dore [unclear]

Jerry Kahn

Mary C. McCollough

Jan [unclear]

[unclear]

Pat [unclear]

Lynette Waller

Terry [unclear]

\_\_\_\_\_

\_\_\_\_\_

QUESTIONS

	MOTION		MOTION		MOTION		MOTION		MOTION		MOTION		MOTION	
	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
May 11, 2021														
RANDY THOMPSON (A)	✓													
BRAD HARRIS (B)	absent													
JOE GOODMAN (C)	✓													
JANICE BROOKS (D)	✓													
JEREMY WILDBUR (E)	✓													
TARA BANGERT (F)	✓													
CHRIS RINEHART (G)	present													
TERRY HRONEC (H)	✓													
TED WHITEHEAD (I)	✓													
JEREMY KOHN (J)	✓													
DAVID JOHNSON (K)	✓													
JOE GILLILAND (L)	✓													
BARB MCGREW (M)	✓													
MARY MCCOLLOUGH (N)	✓													

Roll Call  
Claims  
5 Items  
Hospital



The May 11, 2021 meeting of the Honorable Clay County Board was called to order at 6:00 p.m. by Chief Deputy Steve Spitzner.

The pledge to the flag was led by Chief Deputy Steve Spitzner.

The blessing was led by Ted Whitehead.

The roll was called:

Present: Joe Goodman, Chairman, Ted Whitehead, Randy Thompson, Janice Brooks, Tara Bangert, Terry Hronec, Jeremy Kohn, David Johnson, Joe Gilliland, Mary McCollough, Barb McGrew.

Absent: Brad Harris, Jeremy Wildbur, Chris Rinehart.

Chairman Goodman acknowledged guests and made the following agenda changes: Move line 13A to be included in line 7A and Remove line 14A from Chairman's report.

Motion by David Johnson, seconded by Joe Goodman, to approve the changes made to the agenda.  
Motion Carried, Voice Action.

Motion by Ted Whitehead, seconded by Terry Hronec, to approve the County Board minutes of April 15, 2021. Motion Carried, Voice Action.

Motion by Mary McCollough, seconded by Janice Brooks, to approve the actions of the Claims Committee. Motion Carried. Roll call. Y-11 N-0

Amy Britton passed out the Regional Office of Education #12 report to all board members.

Lynn Waller presented the Clay County Health Department report.

Chief Deputy Steve Spitzner presented the Sheriff's report.

Amy Britton passed out the Treasurer's report to all Board Members.

Motion by Mary McCollough, seconded by Janice Brooks, to approve the Culvert Petition for Larkinsburg Township Mockingbird Road. Motion Carried, Voice Action.

BRIDGE AID PROJECT NO. 21 (06-1)

PETITION

TO: County Board of Clay County, Illinois

I request aid in the construction of Bridge Aid Project No. 21 (06-1) in the Township of Larkinsburg, Clay County, Illinois, and in support thereof submit the following:

Name of Structure:	Mockingbird Rd. Drainage Improvements
Estimated Project Cost:	\$20,000.00
Location of Works:	Mockingbird Rd. in Section 10, T5N-R5E of the 3 <sup>rd</sup> PM., Clay County, IL on Road (TR 74) over multiple ditches. See map.
Existing Structure:	Various culverts.
Construction Proposed:	Remove existing structures and replace with pipe culverts.
Type of Traffic:	Farm to market. This is a Motor Fuel Tax Section (TR-74) and a necessary artery for traffic. It is both a school bus route and U.S. mail route.

The construction of the project shall be by the Clay County Highway Department, and per the resolution of the Clay County Board approved, May 11<sup>th</sup>, 2021.

The divisions of costs are estimated as follows:

	<u>County (50%)</u>	<u>Township (50%)</u>	<u>Total</u>
Construction	<u>\$10,000.00</u>	<u>\$10,000.00</u>	<u>\$20,000.00</u>

A portion of the County's share will be provided by in-house labor and equipment rental rates.

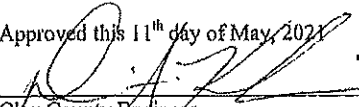
I request you to issue certification of expediency for this project and appropriate the sum of \$10,000.00 for its completion from County Bridge Funds available for such purpose. The township will appropriate the sum of \$10,000.00 for use in this project.

Respectfully submitted,

Larkinsburg Township Road Commissioner

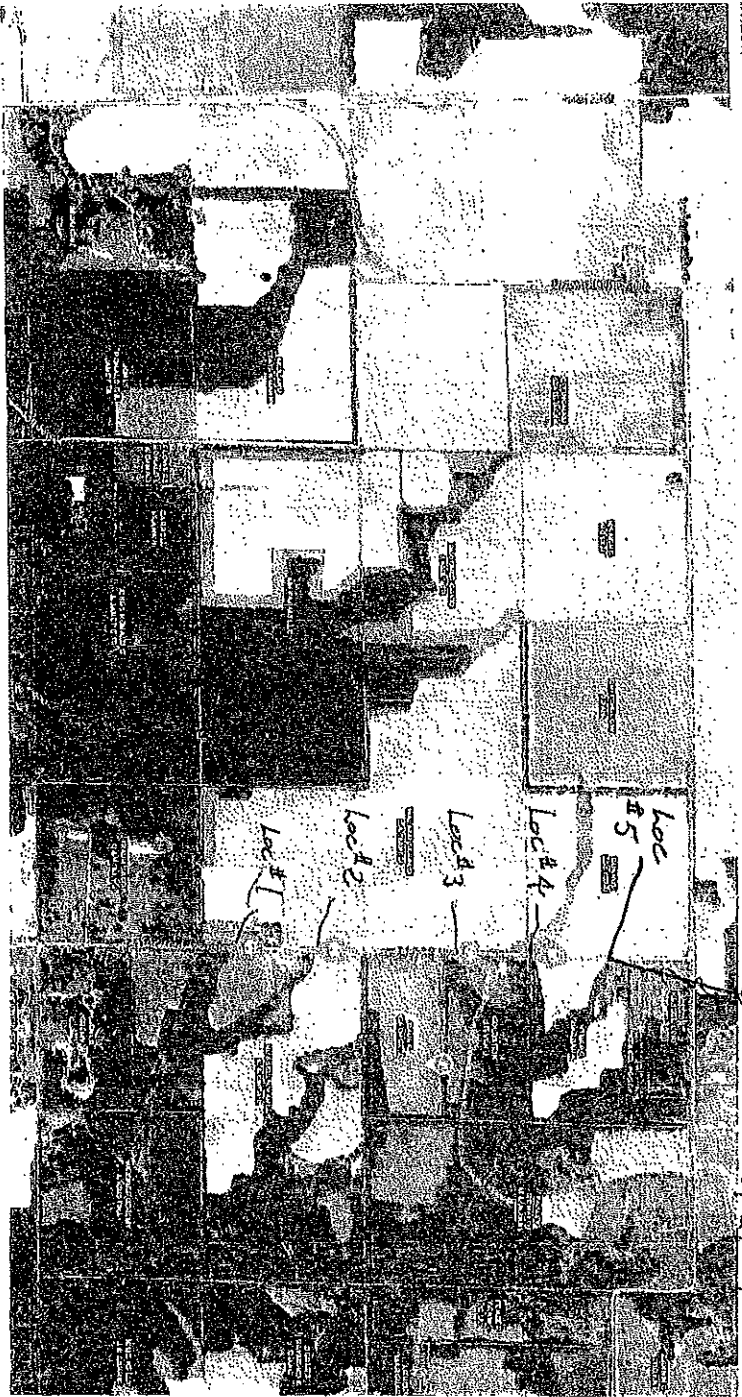
Approved by the Clay County Board  
this 11<sup>th</sup> day of May, 2021.

  
Clay County Clerk

Approved this 11<sup>th</sup> day of May, 2021  
  
Clay County Engineer

1/7/2019

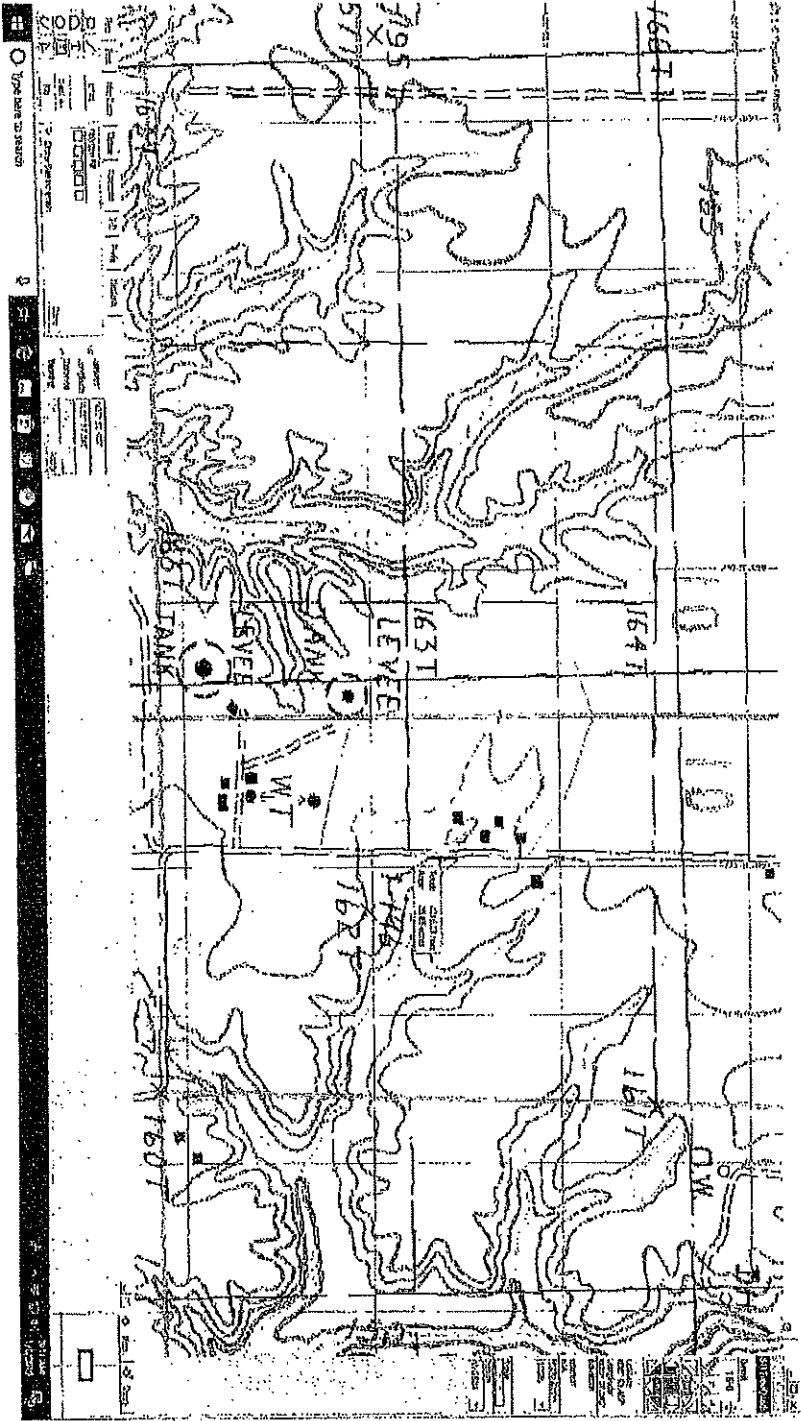
onXtraps Web App



1/8/19

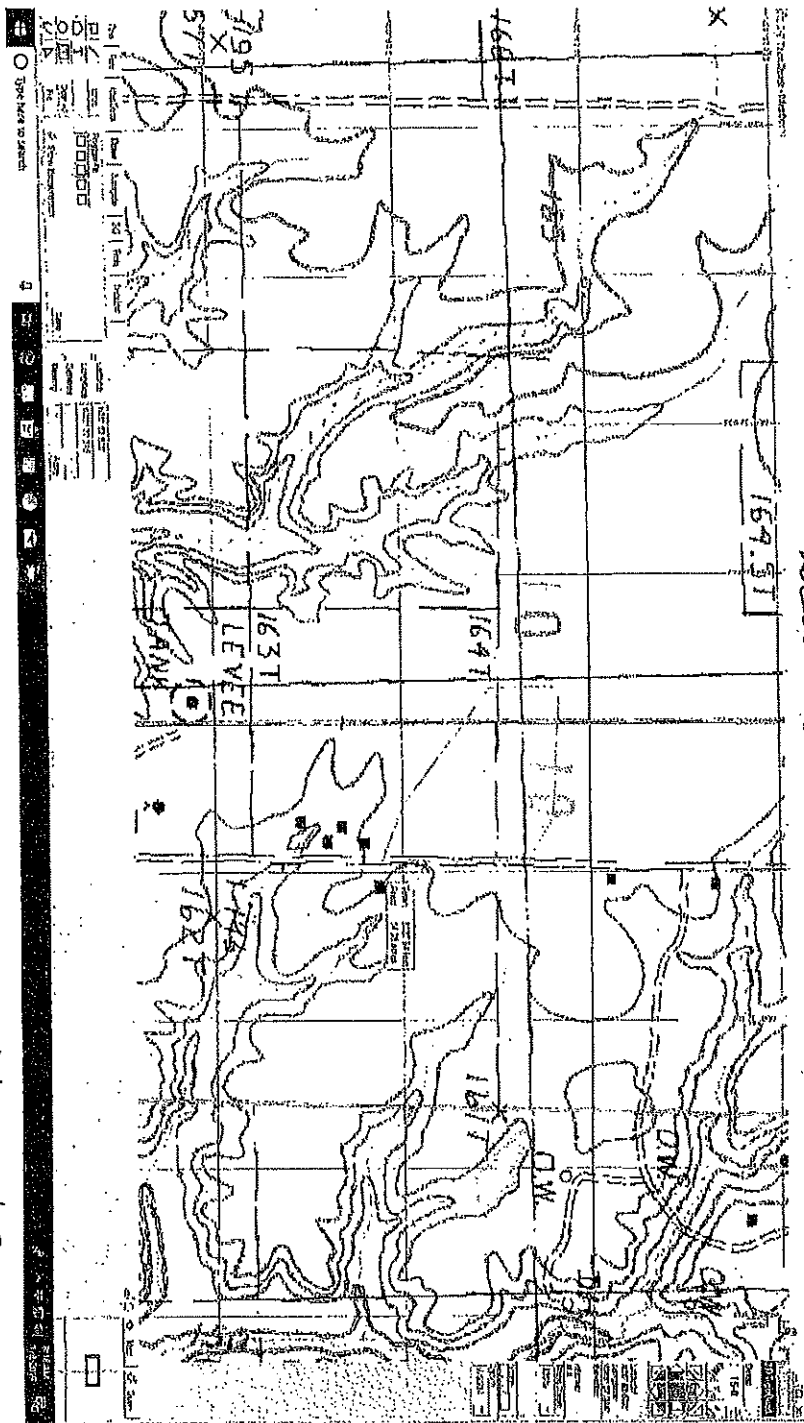
Culbert Locations for *hantingshing* Trap in Section 10  
 Mockingbird Rd

Location #1



30 zones @ .40 Rollby = 30" to 36"  
Between: 3' 4" 1/2  
30 zones @ .30 Flat = 30"  
Existing is 24"  
36" 42" x 29"



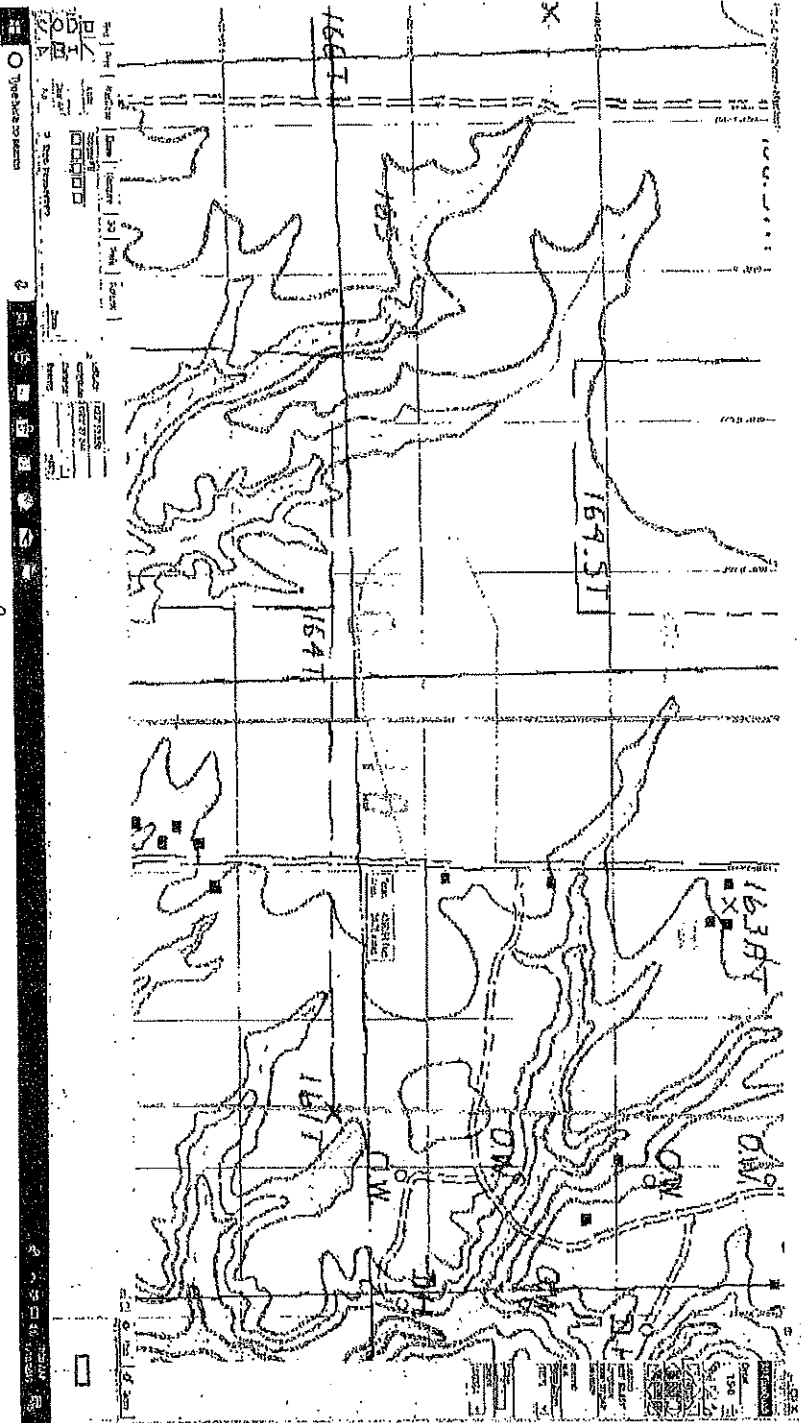


Location #2

JK  
 15 acres @ 30 Ft = 21" → Recommend if Enough Cover  
 15 acres @ 20 Ft = 18" ← IF not Enough Cover  
 Existing is either 15' or 18'

21" 24x18  
 width almost 24" - 28x20

Location #3



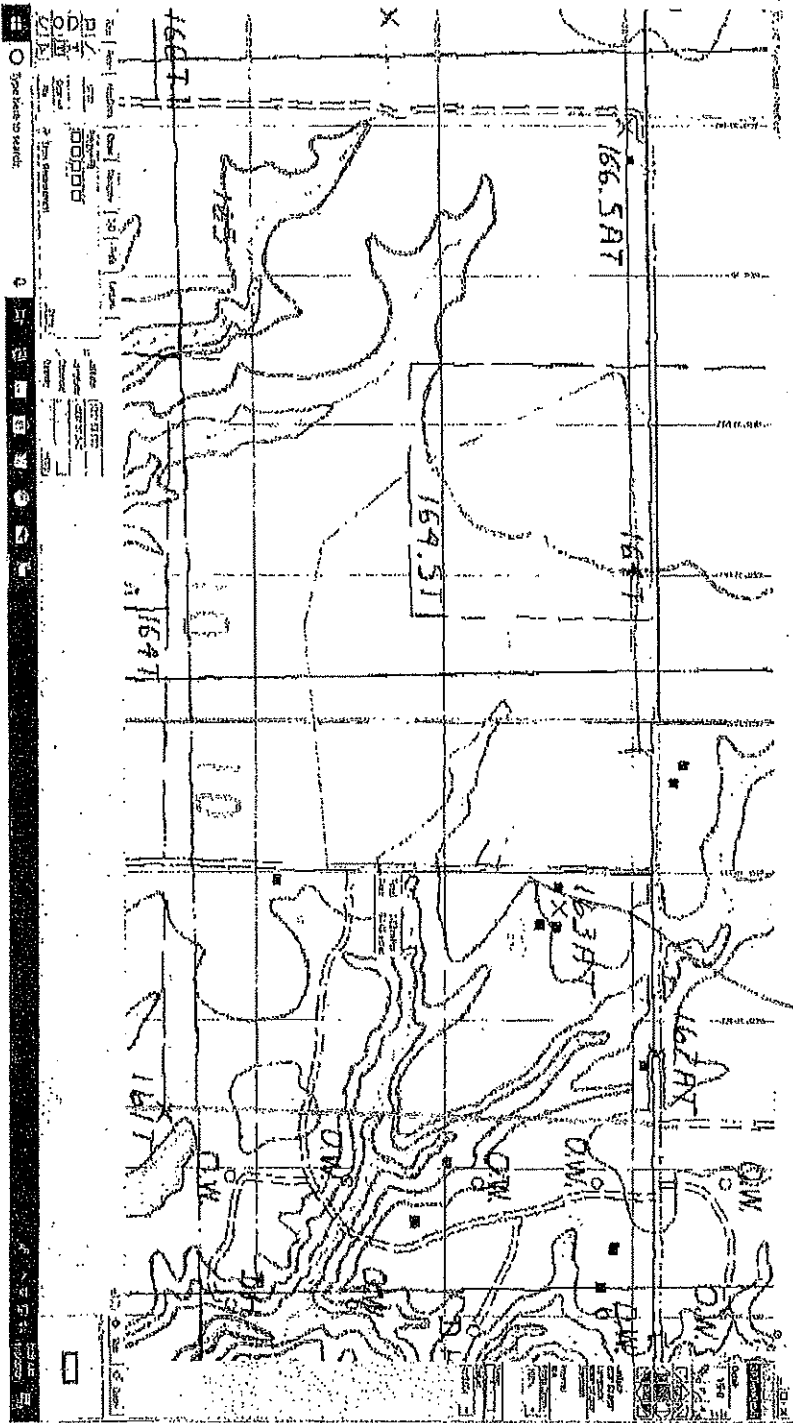
Flat Ground Between 304.30

25 acres @ 30 Fld = 21" 7 AUG 24"

25 acres @ 30 Fld = 36"

Very little cover maybe enough for a 24"

30" Area



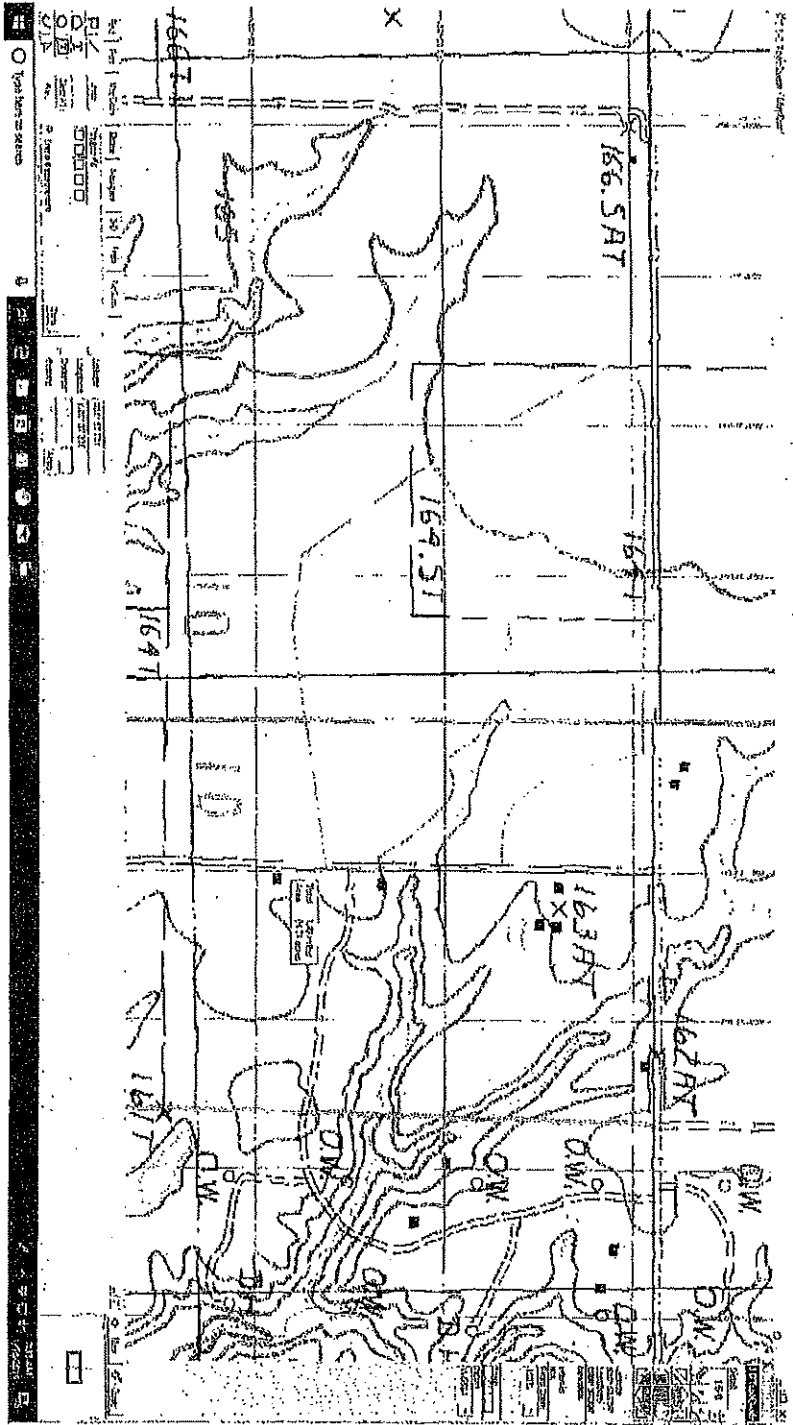
Location #4

Prop. ground here?

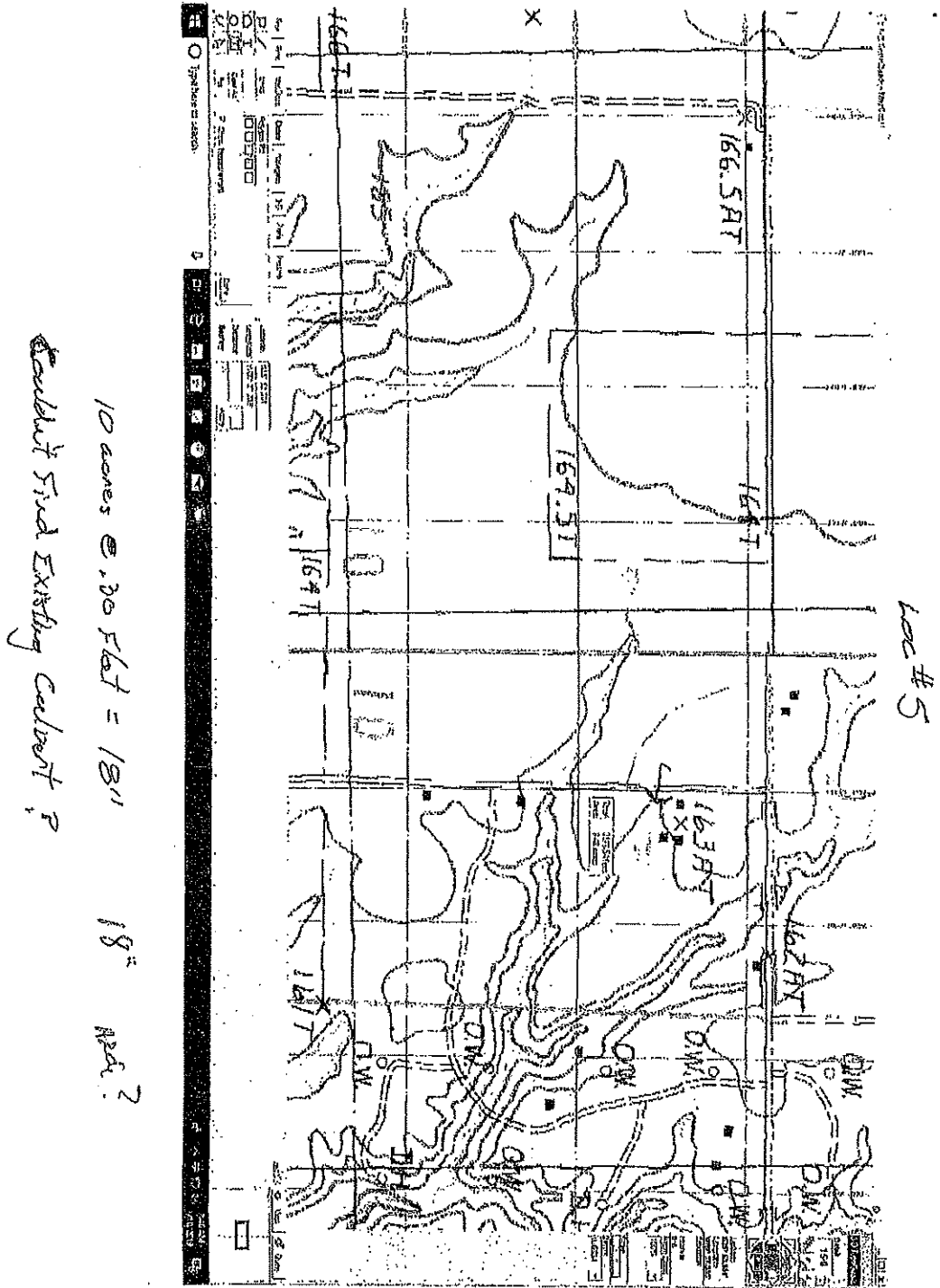
100 acres @ .30 Fld = 42''

~~42'' PA.~~

Existing Good  
Shape 24'' Calvert



85 acres @ 0.30 Flat = 42"  
 85 acres @ 0.10 Rolling = 48"  
 Existing is a 24" in Good shape but under sized  
 Plenty of cover  
 48" Pl.



Motion by Ted Whitehead, seconded by Terry Hronec, to approve the Culvert Petition for Larkinsburg Township Turtle Drive. Motion Carried, Voice Action.

BRIDGE AID PROJECT NO. 21 (06-2)

PETITION

TO: County Board of Clay County, Illinois

I request aid in the construction of Bridge Aid Project No. 21 (06-2) in the Township of Larkinsburg, Clay County, Illinois, and in support thereof submit the following:

Name of Structure:	Turtle Dr./ Fawn Dr. Drainage Improvements
Estimated Project Cost:	\$10,000.00
Location of Works:	First culvert north of the intersection of Turtle Dr. and Fawn Dr. and the first culvert east of the same intersection in Section 37, T5N-R5E of the 3 <sup>rd</sup> PM., Clay County, IL on Road (TR 37 & TR 20B) over multiple ditches. See map.
Existing Structure:	Various culverts.
Construction Proposed:	Remove existing structures and replace with pipe culverts.
Type of Traffic:	Farm to market. This is a Motor Fuel Tax Section (TR-37 & TR 20B) and a necessary artery for traffic. It is both a school bus route and U.S. mail route.

The construction of the project shall be by the Clay County Highway Department, and per the resolution of the Clay County Board approved, May 11<sup>th</sup>, 2021.

The divisions of costs are estimated as follows:

	<u>County (50%)</u>	<u>Township (50%)</u>	<u>Total</u>
Construction	<u>\$5,000.00</u>	<u>\$5,000.00</u>	<u>\$10,000.00</u>

A portion of the County's share will be provided by in-house labor and equipment rental rates.

I request you to issue certification of expediency for this project and appropriate the sum of \$5,000.00 for its completion from County Bridge Funds available for such purpose. The township will appropriate the sum of \$5,000.00 for use in this project.

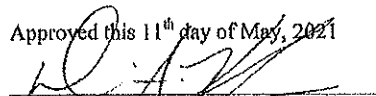
Respectfully submitted,

Larkinsburg Township Road Commissioner

Approved by the Clay County Board  
this 11<sup>th</sup> day of May, 2021.

  
Clay County Clerk

Approved this 11<sup>th</sup> day of May, 2021

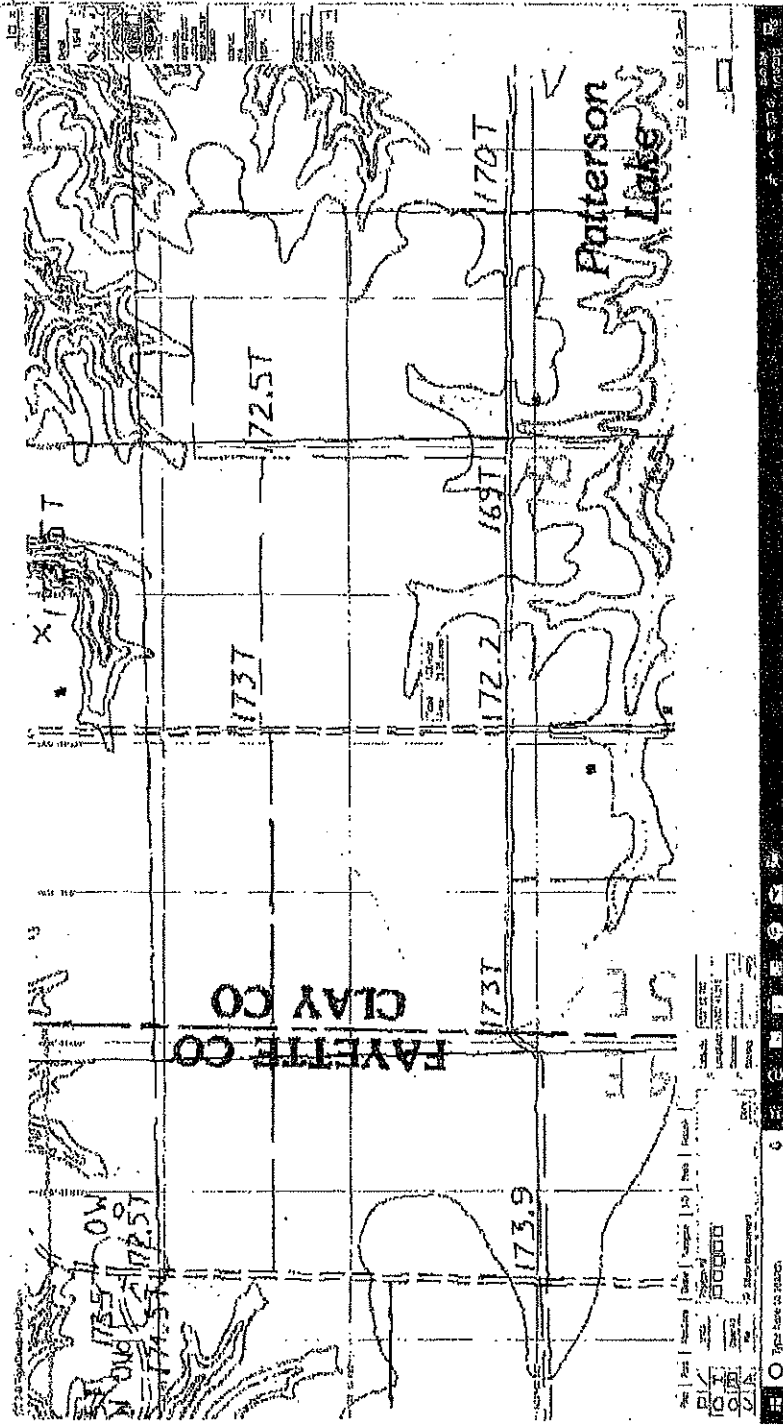
  
Clay County Engineer

6/18/19



Culvert headers on Twittle & Farrow  
Lambertburg Twp

Loc #2



✓ Fayette

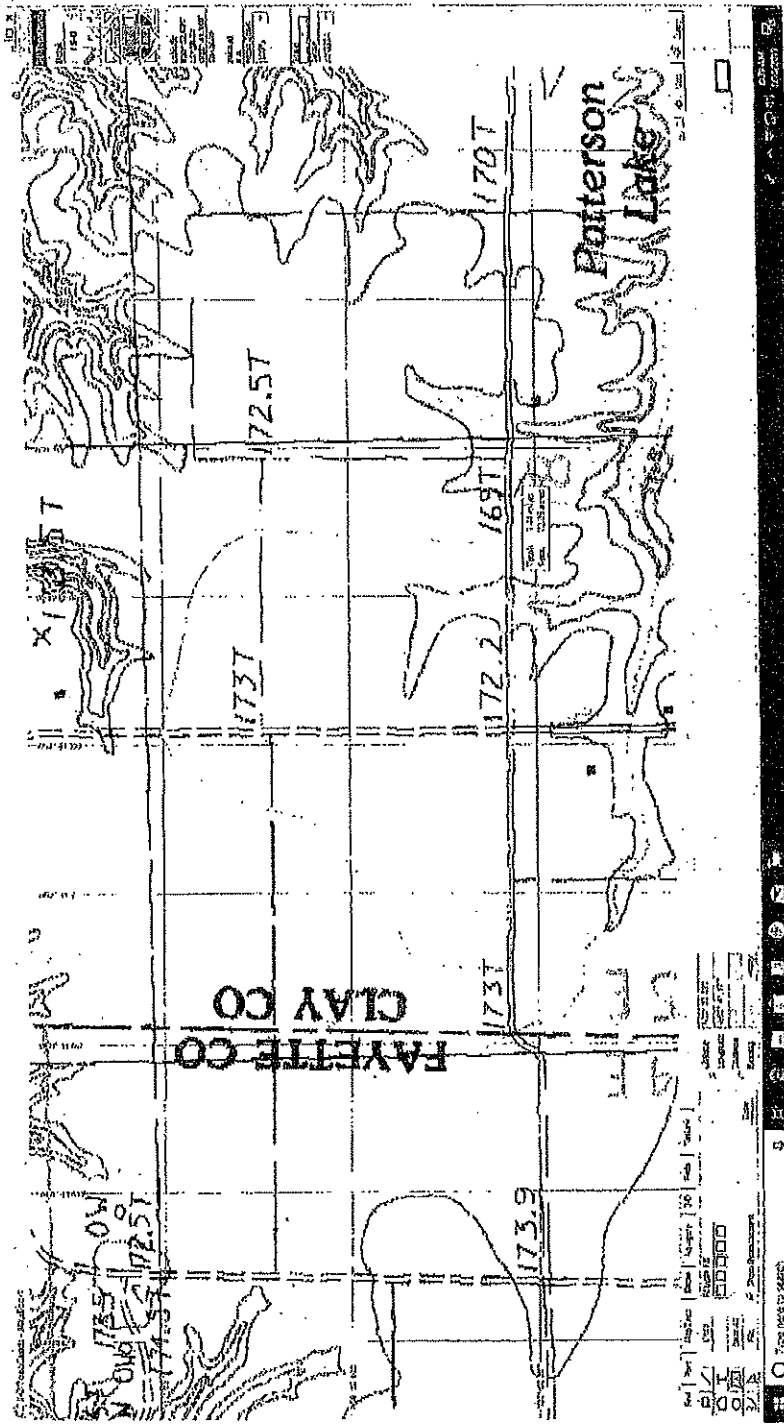
35 acres @ .30 Flat = 30" A 35' x 24" Arch.

35 acres @ .20 Flat = 24" ← Probably sufficient and Better for Existing Cover

Existing is a 4-15" CMP - Appears too Small



Loc # 1



Turtle Dr.

75 acres @ .30 Flat = 42' ← will handle upto 100 Acres

Existing is a 24" RCBP - Plenty of Cover 42" PAVUSA

upstream Culvert Existing is 15" which appears too small (Farm Dr)

Motion by Tara Bangert, seconded by David Johnson, to approve the updated IDOT BLR 05310 Honey Locust Lane project. Motion Carried, Voice Action.



Local Public Agency Agreement  
for Federal Participation



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Clay County		Clay	04-12114-00-BR
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-Br/TBP	N/A	N/A	N/A
<input checked="" type="checkbox"/> Construction on State Letting <input type="checkbox"/> Construction Local Letting <input type="checkbox"/> Day Labor <input type="checkbox"/> Local Administered Engineering <input type="checkbox"/> Right-of-Way			
Construction		Engineering	
Job Number	Project Number	Job Number	Project Number
C-97-154-21	BQ7G(886)		
Right of Way			
Job Number	Project Number	Job Number	Project Number

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Honey Locust Lane	TR 0373	00.01	From	To
			01.18	01.19
Location Termini				
0.5 Mile West of Xenia at Unnamed Creek				
Current Jurisdiction		Existing Structure Number(s)	Add Location	
Xenia Road District		013-3127	Remove	

PROJECT DESCRIPTION

Removal and replacement of the existing roadway bridge and reconstruction of the approaches on the same alignment.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

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

Check One

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

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

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

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share \$53,000.00 \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

**THE LPA AGREES:**

1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following FHWA authorization using right-of-way acquired this agreement, the LPA will repay the STATE any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in Item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (STATE Contracts). That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
  19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
  20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
  21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.108(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
  22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
  23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
  24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
  25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
  26. (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
  27. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
  28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 706/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" If the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

#### THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
  - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

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

**ADDENDA**

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

	1. Location Map
	2. Division of Cost
-	3. LPA Resolution
-	4. Jurisdictional Addenda
Add Row:	

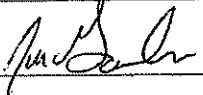
The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)  
~~Ted Whitehead~~ **JOE GOODMAN**

Title of Official  
Clay County Board Chairmen

Signature	Date
	5-11-21

The above signature certifies the agency's TIN number is  
376000605 conducting business as a Governmental Entity.

Duns Number 079267711

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E., Acting Secretary	Date

By: Director of Planning & Programming	Date

Director of Planning & Programming	Date

Phillip C. Kaufmann, Chief Counsel	Date

Joanne Woodworth, Acting Chief Fiscal Officer	Date

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

**ADDENDA NUMBER 2**

Local Public Agency: **Clay County**      Section Number: **04-12114-00-BR**

Construction Job Number: **C-97-154-21**      Project Number: **BQ7G(886)**      Engineering Job Number: [ ]      Right of Way Job Number: [ ]

Project Number: [ ]      Project Number: [ ]      Project Number: [ ]

DIVISION OF COST											
Type of Work	Federal Funds				State Funds				Local Public Agency		Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
- Participating Construction	STP-Br	\$272,000.00	80%	TBP	\$42,400.00	16%	Local	\$10,600.00	4%	\$285,000.00	
- Construction Engineering	STP-Br	\$16,000.00	80%				Local	\$4,000.00	20%	\$20,000.00	
<b>Total</b>		<b>\$228,000.00</b>		<b>Total</b>	<b>\$42,400.00</b>		<b>Total</b>	<b>\$14,600.00</b>		<b>\$285,000.00</b>	

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

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

Darin Koelm presented the engineer's report. Darin also reported that the River Bridge work will resume on approximately June 1, 2021 which will cause the bridge to be shut down for approximately 3 months.

Bob Sellers presented the Hospital report. Bob also reported that the ground breaking will begin in the middle of October 2021 for the Clay City Clinic.

Motion by Terry Hronec, seconded by Tara Bangert, to approve the purchase of the 5 Covid fund capital items listed:

3 UV Lights - \$252,870.00

LVT Flooring - \$132,826.00

Sterilizer - \$52,654.27

Telemetry - \$191,874.51

7600 Chemistry Analyzer - \$242,253.00

All 5 items totaling \$872,477.78. Motion Carried. Roll call. Y-11 N-0

Motion by Mary McCollough, seconded by Janice Brooks, to approve the Clay County Hospital Bylaws for 2021-2023. Motion Carried, Voice Action.

Motion by David Johnson, seconded by Barb McGrew, to approve the following Medical Staff Credentials:

Initial Appointment:

Julia Corwin, PA, Specified Professional Affiliate

Karsten Slater, MD, Courtesy Orthopedics

Jennifer Tinsley, APN, Specified Professional Affiliate

Provisional Appointment:

Juan Vazquez-Bauza, MD, Courtesy Cardiology

Masoor Kamalesh, MD, Courtesy Cardiology

Kevin Thomas, MD, Courtesy Radiology

Reappointment:

Sherry Lynch, NP, Specified Professional Affiliate

Billie Toland, NP, Specified Professional Affiliate

Motion Carried, Voice Action.

Chairman Goodman welcomed Jeremy Kohn as new board member for District J.

Motion by Ted Whitehead, seconded by Joe Gilliland, to adjourn. 6:40 p.m. Motion Carried.



**PAID CLAIMS**

1. AARON K. LEONARD	ATTORNEY FEES FOR INDIGENTS	170.00
2. ADP	PAYROLL FEES	1013.10
3. ALLEN, STACEY	ELECTION OT/PHONE REIMBURSEMENT	284.73
4. AMEREN	PROB/JAIL/COURTHOUSE UTILITIES	1487.10
5. ATIS	EQUIPMENT MAINTENANCE	495.00
6. AYERS, JAMIE	SHERIFF TRAINING/OVERTIME	723.44
7. BARBEE, DARREN	PART-TIME CORRECTION OFFICER WAGES	1231.20
8. BLAIR, STACEY	CIRCUIT CLERK OVERTIME	234.30
9. BOARD MEMBERS	WAGES AND MILEAGE REIMBURSEMENT	2052.32
10. BRINKLEY, STEVI	ELECTION OVERTIME	58.27
11. BRITTON, AMY	ELECTION/PHONE REIMBURSEMENT	164.11
12. BUHRMANN, JULIE	PHONE REIMBURSEMENT	25.00
13. BUTCHER, AMANDA	POSTAGE REIMBURSEMENT	7.70
14. CARTRIGHT, ADAM	SHERIFF TRAINING/OVERTIME	616.45
15. CIT	COURTHOUSE RECORDS DEBT RETIREMENT	173.82
16. CITY OF FLORA	ESDA RENT	275.00
17. CLARK, JASMINE	ELECTION OVERTIME	150.65
18. CLAY COUNTY COUNSELING	INMATE MENTAL HEALTH SERVICES	100.00
19. CLAY COUNTY HEALTH DEPT	JAIL MEDICAL SERVICES	52.78
20. CLAY COUNTY HOSPITAL	PROBATION EXPENSES	14.17
21. CLAY COUNTY REPUBLICAN	JAIL SUPPLIES	95.00
22. DEPUTIES	CELL PHONE REIMBURSEMENTS	520.00
23. DURRE, LUKE	SHERIFF TRAINING/OVERTIME	648.95
24. DUSTYS TIRE SHOP	SHERIFF AUTO MAINTENANCE	863.64
25. GFI DIGITAL	TREASURER SUPPLIES	48.82
26. GLOBAL TECH SYSTEMS	EQUIPMENT MAINTENANCE	201.47
27. HAGEN, DENA	PART-TIME S OF A EMPLOYEE WAGES	506.66
28. HENRY, BRYCE	CORONER RENT	100.00
29. HEUERMAN, CORY	SHERIFF TRAINING/OVERTIME	1523.12
30. HONEST WATER	JAIL/COURTHOUSE SUPPLIES	171.50
31. HOUCHEMS NORTH FOODS	DIET AND CARE OF PRISONERS	1190.04
32. IL OFFICE OF ST FIRE MARSHAL	EQUIPMENT MAINTENANCE	150.00
33. INDOFF	JAIL/S OF A/CH/CIR CLK SUPPLIES	522.15
34. JEFFERSON CO SHERIFF	HOUSING OF ADULTS	360.00
35. JERRY L. BOYD, PHD	MISC EXPENSE FOR INDIGENTS	1375.00
36. KEMPER CPA GROUP	MISCELLANEOUS	1475.00
37. KING, VINCENT	PART-TIME COURT SEC OFFICER WAGES	1672.50
38. KLINGLER, JOESPH	JAIL OVERTIME/GYM REIMBURSEMENT	162.90
39. KLINGLER, KEVIN	JAIL OVERTIME	94.29
40. KNAPP OIL CO.	SHERIFF AUTO MAINTENANCE	3620.33
41. KOHN, ANDREA	CIRCUIT CLERK OVERTIME	204.75
42. LEWIS, ELAM	SHERIFF TRAINING/OVERTIME	469.51
43. LINDAS CLEANING SERVICES	HIGHWAY UTILITIES	25.00
44. LOUISVILLE POST OFFICE	SHERIFF SUPPLIES	15.00
45. MAIL SERVICES	TREASURER SUPPLIES	102.00
46. MISSOURI HIGHWAY PATROL	PURCHASE AND LEASE OF AUTO	20500.00
47. MUNICIPAL UTILITIES	HWY/CH/JAIL/PROB UTILITIES	1014.95
48. MURPHY, DARLA	ELECTION OVERTIME	267.48
49. MYERS, ANDY	COURT SEC MISC/SHERIFF INCIDENTAL	138.22
50. OFFICE ESSENTIALS	PROBATION EXPENSES	68.26
51. PHILLIPS, RAYMOND	SHERIFF TRAINING/OVERTIME	473.55
52. POWLESS, JOEL	OPERATION OF JUDGES OFFICE	217.42

53. QUILL	COUNTY CLERK SUPPLIES	56.22
54. RAY O'HERRON INC	PURCHASE OF EQUIPMENT	91.99
55. RELX LEXISNEXIS	ST ATTY DUES AND SUBSCRIPTIONS	157.01
56. ROBBINS SCHWARTZ	ADMINISTRATION LEGAL FEES	800.00
57. SALT AND STRINGS BUTCHERY	DIET AND CARE OF PRISONERS	527.83
58. SMITH, TREVIN	SHERIFF TRAINING/OVERTIME	806.96
59. SPITZNER, STEVEN	SHERIFF AUTO MAINTENANCE	36.47
60. STEPHEN BARBER, DMD	JAIL MEDICAL SERVICES	275.00
61. STURM, ROBERT	JAIL TRAINING/OVERTIME/GYM REIMBURSEMENT	292.44
62. TOLLIVER, JANA	CELL PHONE REIMBURSEMENT	40.00
63. TRAUB, TAMMY	CIRCUIT CLERK OVERTIME	117.60
64. VERIZON	JAIL PHONE	490.25
65. WABASH COMMUNICATIONS	ELECTION/HWY/ADMIN/JAIL PHONE FEES	3173.77
66. WALMART	JAIL/CH/PROB/PUBLIC DEFENDER EXPENSES	1185.30
67. WELLS FARGO	SHERIFF SUPPLIES	221.87
	<b>TOTAL</b>	<b>56,399.36</b>

*Terry Heare*

**UNPAID CLAIMS**

1. ABACUS	ELECTION MISCELLANEOUS	364.99
2. AMY BRITTON	COUNTY CLERK MISCELLANEOUS	133.28
3. BRYCE HENRY	CORONER MILEAGE	367.92
4. BYERS PRINTING CO	RECORDERS MICROGRAPHICS	52.10
5. CIT	DEBT RETIREMENT	173.82
6. CLAY COUNTY DEBIT ACCT	MISC/ST ATTY DUES AND SUBSCRIPTIONS	477.97
7. DBS DISPOSAL	PROB/JAIL/COURTHOUSE UTILITIES	160.00
8. EFFINGHAM TELCOM SOL	JAIL PHONE	103.00
9. FCJDC	HOUSING OF JUVENILES	2779.33
10. INDOFF	JAIL/SHERIFF SUPPLIES	519.96
11. JAMES M JACOBI, MD	CORONER AUTOPSY	3950.00
12. MILLER OFFICE EQUIP	PROBATION EXPENSES	128.14
13. QUILL	ELECTION PRINTING SUPPLIES	230.35
14. RAY O'HERRON INC	SHERIFF UNIFORM/COURT SECURITY EXPENSES	351.05
15. RELX LEXISNEXIS	ST ATTY DUES AND SUBSCRIPTIONS	157.01
16. TECH MANAGE REV FUND	JAIL PHONE	316.70
	<b>TOTAL</b>	<b>10,265.62</b>