

APPLICATION FOR FINAL PLAT APPROVAL

County of Macoupin, Illinois

Name of Subdivision STREIB ESTATES
Location STANTON TWP. (NW 1/4, SW 1/4, SE 1/4)
Name of Subdivider MIKE & MICHAEL STREIB
Phone No. where subdivider can be reached 618/635-8737

Application is hereby made for approval of the final plat. The following documents are made a part of this application:

For Major Subdivisions:

N/A

- Twelve (12) copies of Final Plat.
- Twelve (12) copies of Protective Covenants and Restrictions.
- Twelve (12) copies of an agreement, executed by the subdivider to construct improvements in accordance to the improvement plans.
- One (1) copy of financial guarantees as required in Section 3.23-2.
- Final Plat fees. Refer to Section 3.23 for applicable fees.

For Minor Subdivisions:

- Fourteen (14) copies of Final Plat. ✓
- Fourteen (14) copies of Protective Covenants and Restrictions. N/A
- Fourteen (14) copies of an agreement, if necessary, executed by the subdivider to N/A construct improvements in accordance to the improvement plans.
- One (1) copy of financial guarantees as required in Section 3.23-2. N/A
- Final Plat fees. Refer to Section 3.23 for applicable fees.

\$450

Action by the Planning and Subdivision Committee should be sent to:

Name CARL NAIL
Address P.O. Box 41
LITCHFIELD, IL. 62056

Respectfully submitted this 8 day of MAY, 20 12

Signed Carl Nail

Final Plat Fee \$450

County Department Review for Major and Minor Subdivisions:

Public Health Officer
(217) 854-3223

Date Reviewed: _____

Soil & Water Conservation District
(217) 854-2628

Date Reviewed: _____

County Engineer
(217) 854-6416

Date Reviewed: _____

Plat Officer
(217) 854-8281

Date Reviewed: _____

County Department Review for Minor Subdivisions only:

County Clerk (verify taxes)
(217) 854-3214

Date Reviewed: _____

Emergency Telephone System (E911)
(217) 854-5459

Date Reviewed: _____

Planning and Subdivision Committee Action:

Recommend _____ Recommend Conditionally _____
Not recommend _____

Comments: _____

Date _____

CHAIRMAN,
PLANNING AND SUBDIVISION COMMITTEE

*Meeting Date : May 23, 2012 @ 10:00 AM
County Board Room*

(Approved 11/05)

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RELOCATION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between AMEREN ILLINOIS COMPANY, D/B/A AMEREN ILLINOIS, a corporation existing under the laws of the State of Illinois, with its principal office at 1901 Chouteau Avenue, St. Louis, Missouri, hereinafter called "Company", and MACOUPIN COUNTY, ILLINOIS, its successors or assigns, hereinafter called "**County**",

WITNESSETH THAT:

WHEREAS, County contemplates the construction associated with Structure 059-3307, Section 06-00088-00-BR, S Standard City Road, in Macoupin County, Illinois, and

WHEREAS, in carrying out the construction associated with the Structure 059-3307, Section 06-00088-00-BR, S Standard City Road Project, Company has been requested by County to move Company's distribution facilities now located on Company's private right-of-way along Structure 059-3307, Section 06-00088-00-BR, S Standard City Road in Macoupin County, Illinois, to provide clearance for the construction; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Company will, as soon as practicable after receiving notice in writing from the County Engineer, furnish all labor, material and supervision necessary, and will relocate said poles and other facilities of the Company as shown in legend on plan marked Exhibit "A" and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof, to provide the necessary clearance for the construction associated with the Structure 059-3307, Section 06-00088-00-BR, S Standard City Road in Macoupin County, Illinois.

2. Company shall have the right to locate its said poles and facilities on County right-of-way within the Structure 059-3307, Section 06-00088-00-BR, S Standard City Road project as shown on Exhibit "A", and shall have the continuing right to cut and trim trees, saplings and other vegetation as deemed necessary or advisable by company for proper clearances and/or to protect its utility facilities from danger or damage. Company agrees to remove all debris resulting from its work and all such trees and tree limbs which it has caused to be cut and/or trimmed.

3. Company agrees that the detail plan and estimate of cost for the required adjustment of Company's facilities have been prepared in accordance with the provisions of Federal Aid Policy Guide, FAPG 23 CFR 645A, and any amendments thereto which by reference are made a part of this agreement. Company also agrees that the work will be performed in accordance with said guide.

4. The total cost of the work is estimated to be Fifty One Thousand Four Hundred Forty-Three and 27/100th Dollars (\$51,443.27). It is agreed that County's obligation toward the cost of work under this contract shall be 50% Twenty Five Thousand Seven Hundred Twenty-One and 64/100th (\$25,721.64) of the estimated cost thereof. County agrees that upon completion of the work contemplated herein and upon receipt of an invoice in the estimated amount, it will reimburse Company for 50% of the estimated cost of the

work. Any invoice remaining unpaid more than forty-five (45) days from receipt will accrue interest at the lower rate of either (1) one and one-half percent (1.5%) per month, or (2) the highest rate allowed by law. In the event of a dispute with regard to any portion of an invoice, the undisputed portion will be paid.

5. If any substantial change is made in the original plan and extent of the work which increases the cost of the work so that it exceeds the amount stated in paragraph 4, above, Company agrees that reimbursement therefore shall be limited to the amount approved in writing by the County Administrator PRIOR to the performance of the work.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) counterparts on the day and year first above written.

ATTEST:

AMEREN ILLINOIS COMPANY, D/B/A AMEREN ILLINOIS



Assistant Secretary

BY 

Dennis W. Weisenborn, Vice President

ATTEST:

COUNTY OF MACOUPIN, ILLINOIS

County Clerk

BY _____
Name, County Administrator

APPROVED:

APPROVED AS TO LEGAL FORM:

County Engineer

County Counselor

I hereby certify that unencumbered balances sufficient to pay the estimated contract sum of 50% of Fifty One Thousand Four Hundred Forty-Three and 27/100th Dollars (\$51,443.27) totaling Twenty Five Thousand Seven Hundred Twenty-One and 64/100th (\$25,721.64) remain in the appropriation accounts against which this obligation is to be charged.

BY _____
Accounting Officer

WEST CENTRAL DEVELOPMENT COUNCIL, INC.

116 South Plum Street

PO Box 260

Carlinville, IL 62626-0260

Phone: 217/854-9642

FAX: 217/854-8082

Michael Sherer

Executive Director

**WCDC
Policy Board**

***Joe Nord*
Chairman**

**WCDC
Board of Directors**

***Joe Nord*
Chairman**

May 9, 2012

Macoupin County Board
Andy Manar, Chairman
129 S. East Street
Carlinville, Illinois 62626

Dear Chairman Manar;

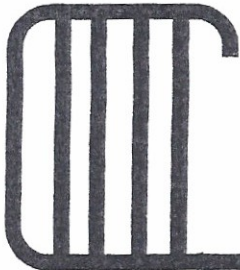
This letter is a reminder that **Macoupin County's** yearly WCDC Dues for the current year are past due in the amount of **\$9,536.00**. If you have recently mailed a check it is greatly appreciated and we appreciate your continued support of the West Central Development Council. We would also like to request that the WCDC be included in the Counties budget for 2013. These dues allow the WCDC to provide our technical and grant writing services to the county and communities within the county at no cost. Without these dues the WCDC would be forced to charge a fee for their services.

If you have any questions or comments concerning this letter please feel free to contact Michael Cavanaugh or myself at 217-854-9642.

Respectfully,



Michael Sherer
Executive Director



Illinois
Department of
Corrections

Pat Quinn
Governor

S. A. Godinez
Director

1301 Concordia Court • P.O. Box 19277
Springfield IL 62794-9277

Telephone: (217) 558-2200
TDD: (800) 526-0844

April 27, 2012

Sheriff Donald Albrecht
Macoupin County Sheriff's Office
215 South East Street
Carlinville, Illinois 62626

Dear Sheriff Albrecht:

A copy of our recent inspection report of your county jail is enclosed. The *Illinois Compiled Statutes* authorize the Department of Corrections to inspect county jails and to make the results available for public review.

The ongoing effort by the maintenance staff to repair/replace all nonfunctioning door locks appears to have stalled. Greater attention should be paid to the replacement of these locks.

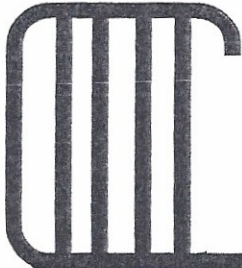
Our office may be contacted at 217/558-2200, extension 4212.

Sincerely,

Mike Funk
Manager
Office of Jail and Detention Standards

Enclosure

cc: Chairman Andy Manar ✓
County Clerk Peter Dunkin
Specialist Brad Besson



**Illinois
Department of
Corrections**

Pat Quinn
Governor

S. A. Godinez
Director

1301 Concordia Court • P.O. Box 19277
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Telephone: (217) 558-2200
TDD: (800) 526-0844

**MACOUPIN COUNTY JAIL
2012 INSPECTION REPORT**

The Macoupin County Jail was inspected by Criminal Justice Specialist Brad Besson on April 24, 2012. Entrance and exit interviews were conducted with Jail Administrator Dean Plovich.

IMPROVEMENTS SINCE LAST INSPECTION

1. The live-scan system has been updated with a new battery back-up and a new printer has been installed.
2. The commercial washing machines have had a soap dispensing system installed to conserve product.
3. Security bar codes have been replaced due to wear and tear.
4. New shoes and blankets have been purchased and are being cycled in as old ones wear out.
5. A new commercial clothes dryer has been ordered but has not yet been installed.

NONCOMPLIANCES WITH *ILLINOIS COUNTY JAIL STANDARDS*

Section 701.140 Security

c) Facility Security Measures

- 1) All jail locks, doors, bars, windows, screens grilles, and fencing shall be regularly and frequently inspected to ensure proper functioning and to detect and prevent escape efforts.
- 2) All cell block doors and all doors opening into a corridor shall be kept locked, except when necessary to permit entry or exit.

d) Maintenance

Any damaged or nonfunctioning security equipment must be properly reported and repaired.

Recommendation: Included in a extensive repair/replacement project involving the locks of the facility, all locks within the secure area that are utilized for the safety and security of the facility now have perfectly functioning locks. The only doors scheduled to have their locks replaced are on non essential pass through doors or doors that open into the corridors such as the commissary room door and the cells that are used as day room bathroom facilities. An ongoing effort by the department to repair these locks has been undertaken by the Sheriff and his staff.

Brad Besson
Criminal Justice Specialist

Illinois Compiled Statutes

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

COUNTIES

(55 ILCS 5/) Counties Code.

(55 ILCS 5/Div. 4-5 heading)

Division 4-5. Sheriff's Fees - First
and Second Class Counties

(55 ILCS 5/4-5001) (from Ch. 34, par. 4-5001)

Sec. 4-5001. Sheriffs; counties of first and second class. The fees of sheriffs in counties of the first and second class, except when increased by county ordinance under this Section, shall be as follows:

For serving or attempting to serve summons on each defendant in each county, \$10.

For serving or attempting to serve an order or judgment granting injunctive relief in each county, \$10.

For serving or attempting to serve each garnishee in each county, \$10.

For serving or attempting to serve an order for replevin in each county, \$10.

For serving or attempting to serve an order for attachment on each defendant in each county, \$10.

For serving or attempting to serve a warrant of arrest, \$8, to be paid upon conviction.

For returning a defendant from outside the State of Illinois, upon conviction, the court shall assess, as court costs, the cost of returning a defendant to the jurisdiction.

For taking special bail, \$1 in each county.

For serving or attempting to serve a subpoena on each witness, in each county, \$10.

For advertising property for sale, \$5.

For returning each process, in each county, \$5.

Mileage for each mile of necessary travel to serve any such process as Stated above, calculating from the place of holding court to the place of residence of the defendant, or witness, 50¢ each way.

For summoning each juror, \$3 with 30¢ mileage each way in all counties.

For serving or attempting to serve notice of judgments or levying to enforce a judgment, \$3 with 50¢ mileage each way in

all counties.

For taking possession of and removing property levied on, the officer shall be allowed to tax the actual cost of such possession or removal.

For feeding each prisoner, such compensation to cover the actual cost as may be fixed by the county board, but such compensation shall not be considered a part of the fees of the office.

For attending before a court with prisoner, on an order for habeas corpus, in each county, \$10 per day.

For attending before a court with a prisoner in any criminal proceeding, in each county, \$10 per day.

For each mile of necessary travel in taking such prisoner before the court as Stated above, 15¢ a mile each way.

For serving or attempting to serve an order or judgment for the possession of real estate in an action of ejectment or in any other action, or for restitution in an action of forcible entry and detainer without aid, \$10 and when aid is necessary, the sheriff shall be allowed to tax in addition the actual costs thereof, and for each mile of necessary travel, 50¢ each way.

For executing and acknowledging a deed of sale of real estate, in counties of first class, \$4; second class, \$4.

For preparing, executing and acknowledging a deed on redemption from a court sale of real estate in counties of first class, \$5; second class, \$5.

For making certificates of sale, and making and filing duplicate, in counties of first class, \$3; in counties of the second class, \$3.

For making certificate of redemption, \$3.

For certificate of levy and filing, \$3, and the fee for recording shall be advanced by the judgment creditor and charged as costs.

For taking all bonds on legal process, civil and criminal, in counties of first class, \$1; in second class, \$1.

For executing copies in criminal cases, \$4 and mileage for each mile of necessary travel, 20¢ each way.

For executing requisitions from other States, \$5.

For conveying each prisoner from the prisoner's own county to the jail of another county, or from another county to the jail of the prisoner's county, per mile, for going, only, 30¢.

For conveying persons to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers, the following fees, payable out of the State Treasury. For each person who is conveyed, 35¢ per mile in going only to the penitentiary, reformatory, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers, from the place of conviction.

The fees provided for transporting persons to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers shall be paid for each trip so made. Mileage as used in this Section means the shortest practical route, between the place from which the person is to be transported, to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers and all fees per mile shall be computed on such basis.

For conveying any person to or from any of the charitable

institutions of the State, when properly committed by competent authority, when one person is conveyed, 35¢ per mile; when two persons are conveyed at the same time, 35¢ per mile for the first person and 20¢ per mile for the second person; and 10¢ per mile for each additional person.

For conveying a person from the penitentiary to the county jail when required by law, 35¢ per mile.

For attending Supreme Court, \$10 per day.

In addition to the above fees there shall be allowed to the sheriff a fee of \$600 for the sale of real estate which is made by virtue of any judgment of a court, except that in the case of a sale of unimproved real estate which sells for \$10,000 or less, the fee shall be \$150. In addition to this fee and all other fees provided by this Section, there shall be allowed to the sheriff a fee in accordance with the following schedule for the sale of personal estate which is made by virtue of any judgment of a court:

For judgments up to \$1,000, \$75;

For judgments from \$1,001 to \$15,000, \$150;

For judgments over \$15,000, \$300.

The foregoing fees allowed by this Section are the maximum fees that may be collected from any officer, agency, department or other instrumentality of the State. The county board may, however, by ordinance, increase the fees allowed by this Section and collect those increased fees from all persons and entities other than officers, agencies, departments and other instrumentalities of the State if the increase is justified by an acceptable cost study showing that the fees allowed by this Section are not sufficient to cover the costs of providing the service. A statement of the costs of providing each service, program and activity shall be prepared by the county board. All supporting documents shall be public records and subject to public examination and audit. All direct and indirect costs, as defined in the United States Office of Management and Budget Circular A-87, may be included in the determination of the costs of each service, program and activity.

*Bonding
fee*

In all cases where the judgment is settled by the parties, replevied, stopped by injunction or paid, or where the property levied upon is not actually sold, the sheriff shall be allowed his fee for levying and mileage, together with half the fee for all money collected by him which he would be entitled to if the same was made by sale to enforce the judgment. In no case shall the fee exceed the amount of money arising from the sale.

The fee requirements of this Section do not apply to police departments or other law enforcement agencies. For the purposes of this Section, "law enforcement agency" means an agency of the State or unit of local government which is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws.

(Source: P.A. 95-331, eff. 8-21-07.)

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