

April 4, 2011

SHELBY COUNTY BOARD MEETING AGENDA

April 13, 2011 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. County Highway Engineer Alan Spesard – Highway Engineer's Report
5. EMA Coordinator/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports
6. Committee Reports
7. Chairman Updates
8. Chairman Appointments
9. Correspondence
10. Public Body Comment
11. Adjournment

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

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

April 13, 2011 – 9:00 A.M.

The Shelby County Board met on Wednesday, April 13, 2011, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

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

County Clerk Kathy Lantz called the roll. There were no absentees.

Minutes for the March 9, 2011 board meeting were presented for approval.

MOTION: Norma Stewart made motion to approve the minutes of the March 9, 2011 board meeting as presented.

Richard Hayden seconded the motion.

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

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard presented three Petitions – to replace drainage structure in Richland Township, to replace Bridge #087-3186 on the Richland/Prairie Township line, to replace a culvert in Oconee Township; three Joint Agreements between County and Illinois Department of Transportation (IDOT) – for Ash Grove Township Bridge #087-3158, for Big Spring Township Bridge #087-3191, for Cold Spring Township Bridge #087-3323; and one Resolution to declare surplus and disposition of a 1995 Dodge Truck. (See Petitions, Agreements and Resolution attached to these minutes for further descriptions, funding division of costs, estimates, etc.)

Petition – replace a drainage structure in Richland Township:

MOTION: Fred Doerner made motion to approve the Petition to replace a drainage structure in Richland Township as presented.

Jesse Durbin seconded the motion.

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

Petition – to replace Bridge #087-3186 on the Richland/Prairie Township line:

MOTION: Dale Wetherell made motion to approve the Petition to replace Bridge #087-3186 on the Richland/Prairie Township line as presented.

Glenn R. “Dick” Clark seconded the motion.

VOTE: All voted by aye and the motion carried.

Petition – to replace a culvert in Oconee Township:

MOTION: Rob Amling made motion to approve the Petition to replacing a culvert in Oconee Township as presented.

Barbara Bennett seconded the motion.

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

Joint Agreement – for Ash Grove Township Bridge #087-3158:

MOTION: Robert Behl made motion to approve the Local Agency Agreement for Federal Participation to replace Bridge #087-3158 in Ash Grove Township as presented.

Kay Kearney seconded the motion.

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

Joint Agreement – for Big Spring Township Bridge #087-3191:

MOTION: Don Strohl made motion to approve the Local Agency Agreement for Federal Participation to replace Bridge #087-3191 in Big Spring Township as presented.

Jim Warren seconded the motion.

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

Joint Agreement – for Cold Spring Township Bridge #087-3323:

MOTION: Barbara Bennett made motion to approve the Local Agency Agreement for Federal Participation to replace Bridge #087-3323 in Cold Spring Township as presented.

Glenn R. “Dick” Clark seconded the motion.

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

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Resolution – Declare Highway Department Surplus Equipment:

MOTION: John “Jack” Roessler made motion to approve the Resolution to declare a 1995 Dodge sign truck as surplus and dispose of as presented.
Fred Doerner seconded the motion.

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

Ending his report, Mr. Spesard gave some updates and highlights of the County Highway Department. The Highway Department will host the semiannual highway commissioner’s conference on May 6, 2011 at 9:00 A.M. and a flagger safety training on April 19, 2011. Mr. Spesard stated he had “good news” to report to the Board as the traffic control signage grant application he submitted was approved. Estimated cost for all entities is \$233,862.00. This is a reimbursement grant and is 100% funded by IDOT. Discussion followed and Mr. Spesard further explained the grant.

EMA/Zoning Administrator Jared Rowcliffe presented a Resolution to rezone Randy Smith’s property in Cold Spring Township, Section 13, from Agriculture to General Business. (See Resolution attached to these minutes for further description.)

MOTION: Norma Stewart made motion to approve the Resolution to rezone the Randy Smith property in Section 13, Cold Spring Township from Agriculture to General Business for an auto body repair shop.
Richard Hayden seconded the motion.

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

Continuing, Mr. Rowcliffe highlighted the Zoning/EMA update report previously mailed to the Board for their review. As EMA Coordinator, Mr. Rowcliffe informed the Board that President Obama declared Shelby County as one of the 60 Illinois counties to receive reimbursement for the February winter storm damage. Mr. Rowcliffe stated that April is Earthquake Preparedness Month. He will attend the Illinois Emergency Services Management Association conference April 14 – 16. Shelby County has been awarded an Emergency Operations Center Technology Grant in the amount of \$37,665.00. The grant is 100% reimbursable.

Chairman Cannon called for committee reports. Those reporting were:

Fees and Salaries Committee – Mr. Pauley stated that all was in order.

Purchasing Committee – Mr. Strohl stated that all was in order.

Farm Committee – Mr. Jordan stated the farm contract has been signed.

Animal Control Committee – Mr. Jordan stated that the Committee continues to research the position of Animal Control Warden; reviewing qualifications and preparing a definition for the position. Mr. Jordan gave the Board an update on the Committee’s progress to date. The Committee will be meeting with City of Shelbyville’s Mayor Roy Shuff to review the County and City’s joint agreement for animal control services.

Road and Bridge Committee – Mr. Pauley stated that they were proud of County Engineer Alan Spesard for getting grants.

Public Health Committee – Mr. Barr stated that all was in order.

Law Enforcement Committee – Mrs. Kearney stated that the Sheriff hired two deputies to replace two no longer working for the County. Dare Picnic will be held May 2nd in Shelbyville’s Forest Park. Call Tina at the Sheriff’s office if you are interested in helping.

Airport Committee – Chairman Cannon reported that a new hanger, paid by grant monies, is being built to rent out. A used mower has been purchased.

Public Buildings Committee – Mr. Warren stated that the Committee met recently with the Wilcox Group to review the Courthouse Preservation Master Strategic Plan they prepared. Following that meeting, the Committee met to decide on a plan of action. It was decided to proceed with getting hard numbers and seek funding (grants, other sources) to acquire a Geo Thermal Heating/Cooling System, estimated cost \$612,000.00, for the Courthouse and report back to the Board with findings. Further courthouse preservation projects will be considered later. Discussion followed.

Legislative Committee – Mr. Amling stated that the Bruce Harris and Associates (BHA) GIS proposal has been signed. The Committee will meet with BHA representatives today at 1:00 P.M. to review census information and county board district reapportionment. Mr. Amling requested a board consensus as to board district reapportionment and size. The consensus of the board was to remain as eleven districts with two board members from each district. Mr. Amling asked that Fees and Salaries Committee discuss the board

Shelby County Board Meeting
April 13, 2011

member's meeting per diem and other compensation. A tentative reapportionment plan will be presented to the board at their May board meeting.

At this time, Mrs. Bennett thanked EMA Coordinator Rowcliffe and County Engineer Spesard for acquiring grants for the County. The Board agreed and gave the gentlemen a round of applause.

Budget Committee – Chairman Cannon stated the Committee met to conduct the six month review of departmental budgets. All was in line. The schedule of meetings is set for the fiscal year 2011-2012 budget process.

Chairman Cannon stated he had no updates to report and requested the following reappointments:

Floyd Hinton, trustee to the Tower Hill Fire Protection District.

Thomas Cole, trustee to the Windsor Fire Protection District.

John Beldon, trustee to the Strasburg Fire Protection District.

MOTION: Dave Cruitt made motion to approve the Chairman's reappointments as presented.

Robin Robertson seconded the motion.

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

There was no correspondence to report on.

Chairman Cannon called for Public Body Comment.


Mr. Rowcliffe noted that the Shelbyville Fire Department and the National Weather Service/Lincoln will conduct a storm spotter training program at the fire department tonight. Mr. Pauley asked where the new deputies were going to live. Mr. Wetherell had previously asked Mr. Rowcliffe to review the no fee charge for accessory buildings on agriculture zoning. Mr. Wetherell reported that Mr. Rowcliffe contacted State's Attorney Deb Riley, who found that the Illinois zoning statutes prohibit these fees. Mrs. Riley reiterated that information to the board.

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

MOTION: Glenn R. "Dick" Clark made motion to assess mileage and per diem for the April meetings, to pay the bills and payroll as approved by the Committees and adjourn until the next regular meeting to be held on May 11, 2011.

Fred Doerner seconded the motion.

VOTE: All voted aye by voice, motion carried and the meeting was adjourned at 9:50 A.M.


Kathy A. Lantz
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

April 13, 2011 REGULAR SESSION

		ROLL CALL			QUESTIONS									
			4 / 13 / 2011	/ / 2011	ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓											
110	BARR, KENNETH	50	✓											
116	BEHL, ROBERT H.	42	✓											
117	BENNETT, BARBARA	40	✓											
45	CANNON, BRUCE	26	✓											
133	CLARK, GLENN "DICK"	12	✓											
99	CRUITT, DAVID		✓											
25	DOERNER, FRED		✓											
214	DURBIN, JESSE	12	✓											
105	GERGENI, GARY	26	✓											
177	HAYDEN, RICHARD	44	✓											
193	JORDAN, ROBERT N.	31	✓											
64	KEARNEY, KAY		✓											
206	LENZ, LARRY	26	✓											
457	PAULEY, ROGER	18	✓											
181	ROBERTSON, ROBIN		✓											
148	ROESSLER, JOHN JACK	12	✓											
221	SIMS, TERRY JOE	24	✓											
137	STEWART, NORMA J.	52	✓											
46	STROHL, DON	45	✓											
329	WARREN, JAMES	28	✓											
44	WETHERELL, DALE	46	✓											

Richard
50/50

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____
PETITION _____ X _____
AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[Redacted signature block]

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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Richland in said County, would respectfully represent that a drainage structure needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 199 at a point near NW 1/4, NE 1/4 Section 21; R5E; T11N; 3rd PM

in said Road District, for which said work the Road District of Richland is responsible; and the cost of which work will be six 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 10th day of March 2011

[Redacted Signature]

Highway Commissioner.

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

I, the undersigned Highway Commissioner of the Road District of Richland 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.)

Table with 2 columns: Description of work, Cost. Includes entries for Pipe Culvert (4000.00) and Labor, Equip, Mat'l (2000.00) with a total of 6000.00.

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

Witness my hand, this 10th day of March 2011

[Redacted Signature]

Highway Commissioner.

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

ROAD DISTRICT OF

Richland

Shelby

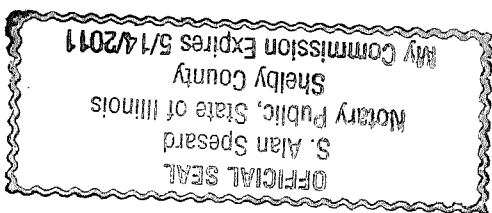
COUNTY, ILLINOIS

FILED
APR 13 2011

Richard A. Darity
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.



Subscribed and sworn to before me, this _____ 10th _____ day of _____ March _____ 2011
_____ Highway Commissioner.
_____ Highway Commissioner of said Road District of _____ Richland _____ being duly sworn, on oath says that _____ six 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.

STATE OF ILLINOIS,
County of _____ Shelby _____
Road District of _____ Richland _____
ss. _____

Richmond / Prairie

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 Richland/Prairie

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Richland/Prairie in said County, would respectfully represent that Bridge 087-3186 needs to be replaced over the Richland Creek where the same is crossed by the highway TR 271 at a point near the SW 1/4 SE 1/4 Section 33; T11N; R5E 3rd PM

in said Road District, for which said work the Road District of Richland/Prairie is responsible; and the cost of which work will be two hundred seventy 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 11th day of April 2011



Prairie Highway Commissioner



Richland Highway Commissioner.

STATE OF ILLINOIS,
County of Shelby } ss.
Road District of Richland/Prairie

I, the undersigned Highway Commissioner of the Road District of Richland/Prairie 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.)

Engineering 30,000

Bridge Construction 240,000

TOTAL = \$270,000

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

Witness my hand, this 11th day of April 2011



Prairie Highway Commissioner
Sec. 5-501 Illinois Highway Code



Richland Highway Commissioner.

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

ROAD DISTRICT OF

Richland/Prairie

Shelby

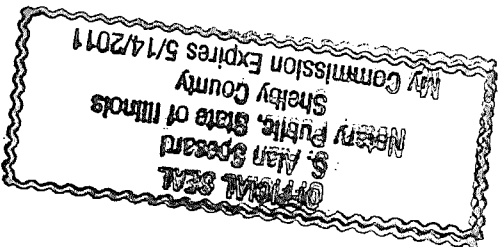
COUNTY, ILLINOIS

FILED
APR 13 2011

Kathryn A. Slaut
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.



STATE OF ILLINOIS,
County of Shelby } ss. Joe Oakley / Ervin Mueller
Road District of Richland/Prairie }
Richland / Prairie } Highway Commissioner of
two hundred seventy thousand } being duly sworn, on oath says that
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 }
Prairie Highway Commissioner }
Richland }
Subscribed and sworn to before me, this 11th day of April, 2011

7-17

010102
50/50

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____
PETITION _____ X _____
AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[Redacted signature area]

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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Oconee 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 401 at a point near the NE 1/4 NW 1/4 of Section 4; R1E; T9N 3rd PM in said Road District, for which said work the Road District of Oconee is

responsible; and the cost of which work will be four 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 11th day of April 2011



Highway Commissioner.

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

I, the undersigned Highway Commissioner of the Road District of Oconee, 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 Culvert	3000
Labor, Equip, Mat'l	1000
TOTAL =	\$4000

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

Witness my hand, this 11th day of April 2011



Highway Commissioner.

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

ROAD DISTRICT OF

Oconee

Shelby

COUNTY, ILLINOIS

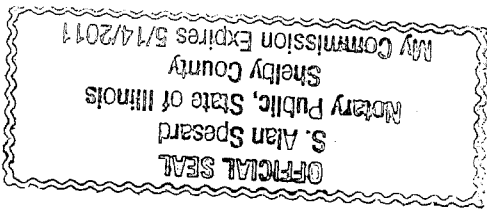
FILED
APR 13 2011

Kaelin A. Stutz
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.

268 Byers Printing Company, Springfield, Illinois.



Subscribed and sworn to before me, this _____ 11th day of April _____ 2011
[Redacted Signature]
Highway Commissioner.

Malcolm Casner
Highway Commissioner of said Road District of
Oconee
being duly sworn, on oath says that
Four 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.

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

Ash Grove
07-01125-00BK

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

[Redacted signature block]



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

Local Agency Shelby County	State Contract X	Day Labor	Local C	RR Force Account
Section 07-01125-00 BR	Fund Type HBP	ITEP 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 _____ Route TR 217 Length 900 feet
 Termini 5 miles northeast of Strasburg over Sexson Branch

Current Jurisdiction Ash Grove Township Existing Structure No 087-3158

Project Description

Replace existing bridge with PPC deck beam bridge and approach work

Division of Cost

Type of Work	BRP	%	TBP	%	LA	%	Total
Participating Construction	300,000	(80)	60,000	(16)	15,000	(4)	375,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	()	()	()	()	()
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 300,000		\$ 60,000		\$ 15,000		\$ 375,000

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$75,000.00 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:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (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.bpn.gov/ccr>. 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.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map 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 Chairman

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



(Signature)

4/13/11

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

Gary Hannig, Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration

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

Big Spring
06-02119-00BR

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____
PETITION _____
AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Contract	RR Force Account
Section 06-02119-00 BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-063-11	BROS-0173(175)				

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 _____ Route TR 283A Length 833 feet
 Termini 7.4 miles southeast of the Village of Strasburg over the Little Wabash River

Current Jurisdiction Big Spring Township Existing Structure No 087-3191

Project Description

Replace existing bridge with PPC deck beam bridge and approach work

Division of Cost

Type of Work	BRP	%	TBP	%	LA	%	Total
Participating Construction	400,000	(80)	80,000	(16)	20,000	(4)	500,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 400,000		\$ 80,000		\$ 20,000		\$ 500,000

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$100,000.00 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 receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (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.bpn.gov/ccr>. 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.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (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.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map 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 Chairman

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

(Signature)

Date

4/13/11

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

DUNS Number 040135279

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

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

6-16-11

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

6/14/11

Ellen J. Schanzle-Haskins, Chief Counsel

Date

6-6-11

Matthew R. Hughes, Director of Finance and Administration

Date

6/14/11

JURISDICTIONAL ADDENDUM NO. 2

County	Shelby
Road District	Big Spring
Section	06-02119-00 BR
Project	Bridge Replacement

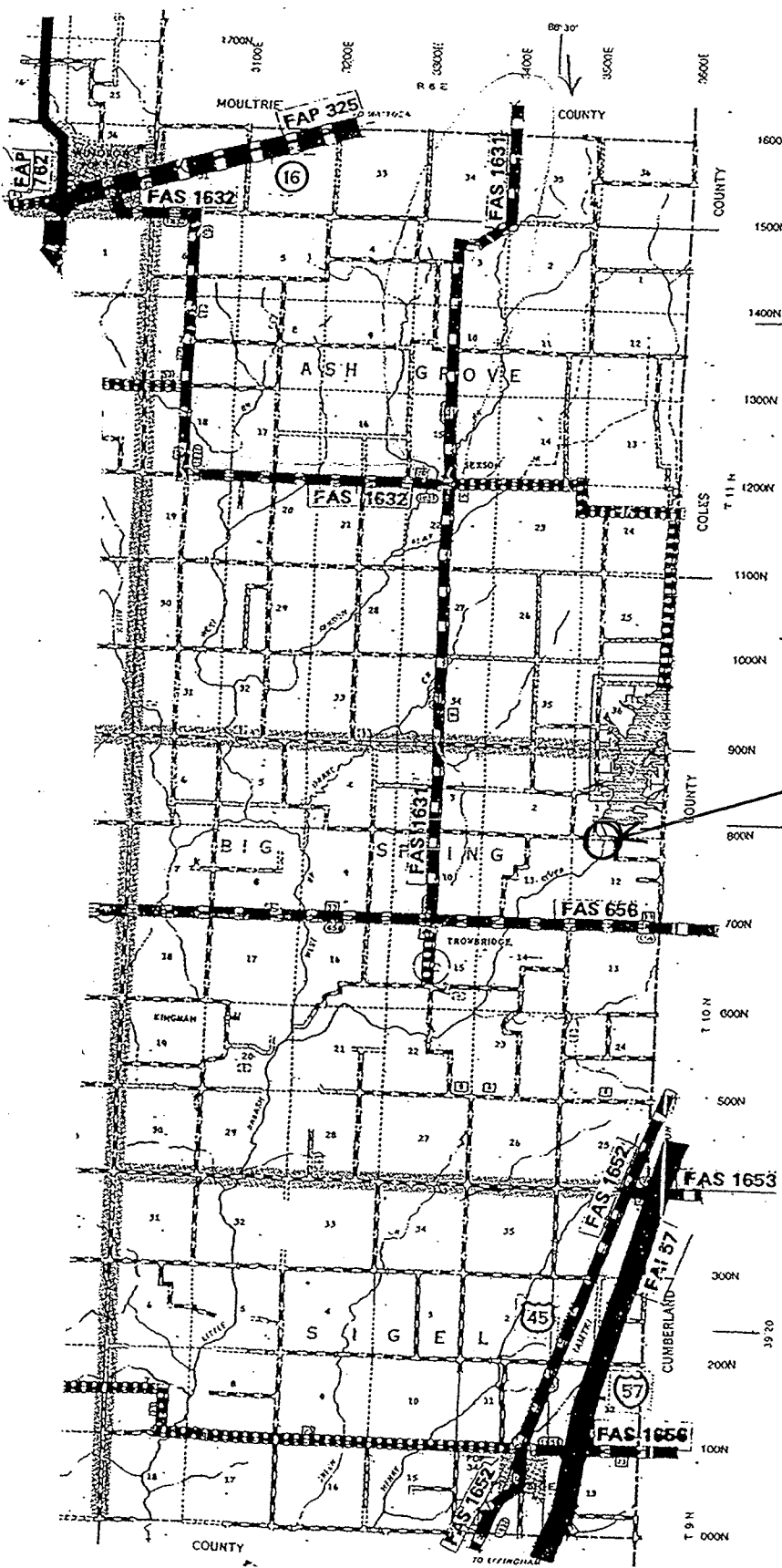
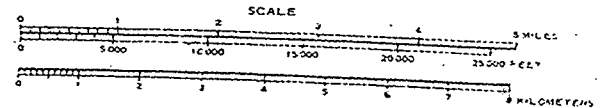
Paragraph (4) on Page 2 under *Local Agency Agrees* is hereby revised to read “The Road District has current jurisdiction and will continue to retain jurisdiction of the completed improvement”.



Highway Commissioner
Big Spring 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



PROJECT
LOCATION



LOCATION MAP

ADDENDUM NO. 1

Cold Spring Bridge
07-04121-00BR

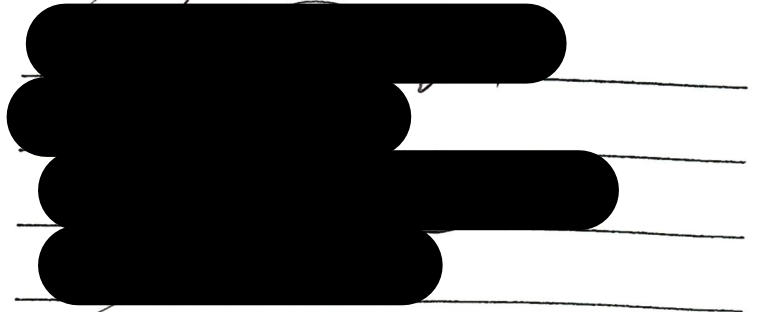
TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____
PETITION _____
AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

A large black rectangular redaction covers the signature area, obscuring the names and titles of the committee members. The redaction is positioned over four horizontal lines.



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Contract	RR Force Account
Section 07-04121-00 BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-061-11	BROS-0173(174)				

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 _____ Route TR 373 Length 400 feet
 Termini 5 miles northwest of Cowden over Pole Cat Creek

Current Jurisdiction Cold Spring Township Existing Structure No 087-3323

Project Description

Replace existing bridge with PPC deck beam bridge and approach work

Division of Cost

Type of Work	BRP	%	TBP	%	LA	%	Total
Participating Construction	160,000	(80)	32,000	(16)	8,000	(4)	200,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	()	()	()	()	()
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 160,000		\$ 32,000		\$ 8,000		\$ 200,000

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.

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$40,000.00 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** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (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.bpn.gov/ccr>. 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.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map 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 Chairman

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

(Signature)

Date

4/15/11

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

DUNS Number 040135279

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

APPROVED

State of Illinois, Department of Transportation

Gary Hannig, Secretary of Transportation

BY: William K. Frey, Deputy Director of Highways

Date

5/24/11

Christine M. Reed, Director of Highways/Chief Engineer

05-23-11 Date

N/A

Ellen J. Schanzle-Haskins, Chief Counsel

Date

N/A

Matthew R. Hughes, Director of Finance and Administration

Date

JURISDICTIONAL ADDENDUM NO. 2

County	Shelby
Road District	Cold Spring
Section	07-04121-00 BR
Project	Bridge Replacement

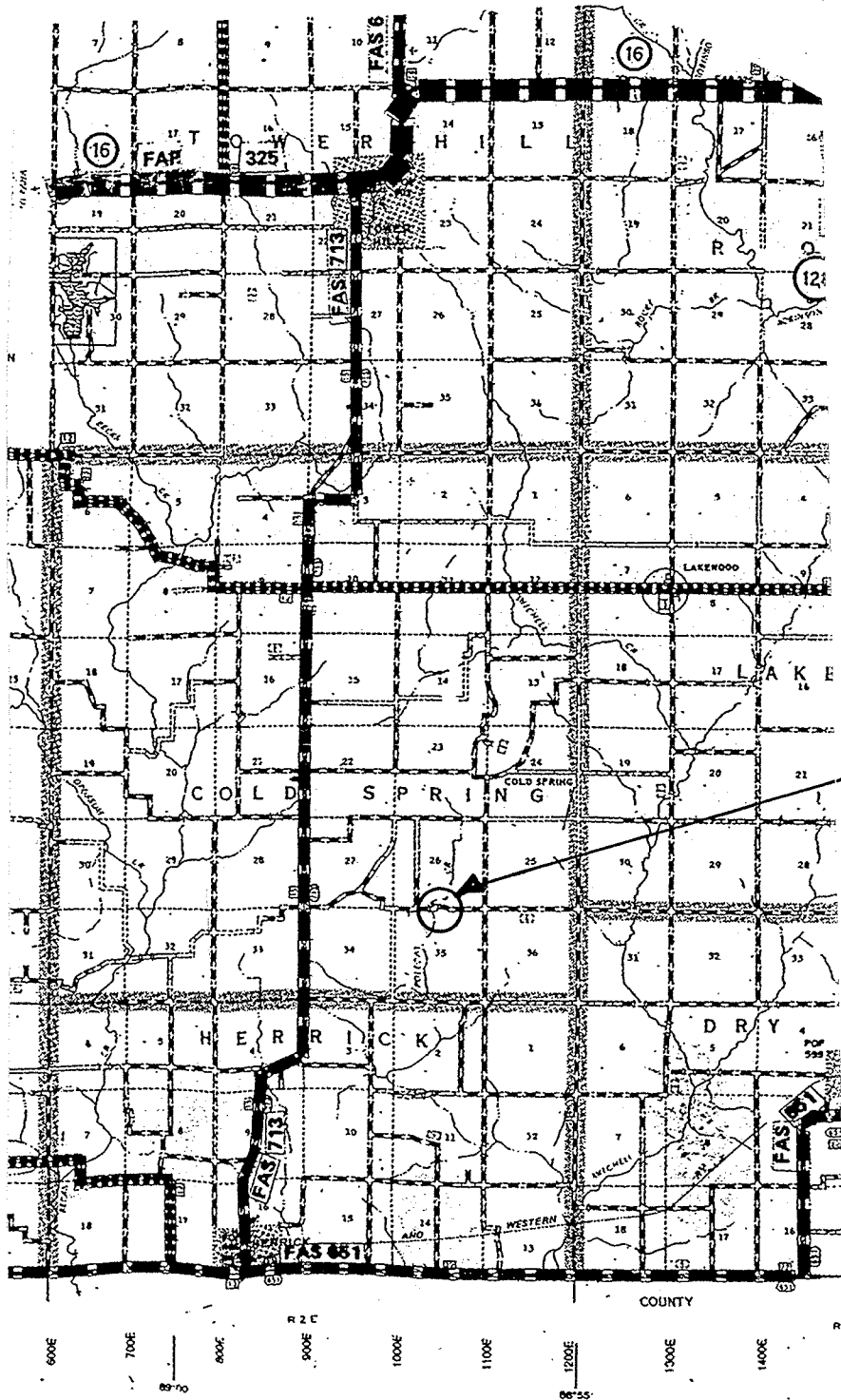
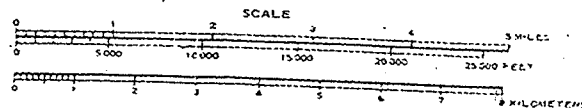
Paragraph (4) on Page 2 under *Local Agency Agrees* is hereby revised to read “The Road District has current jurisdiction and will continue to retain jurisdiction of the completed improvement”.



Highway Commissioner
Cold Spring 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



PROJECT
LOCATION



LOCATION MAP

ADDENDUM NO. 1

Resolution
SignTrack
Surplus

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION X
PETITION
AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE






RESOLUTION NO. 2011-11

WHEREAS, THE SHELBY COUNTY HIGHWAY DEPARTMENT has a 1995 Dodge Truck (VIN 1B6MC3655SS293631) that is not needed.

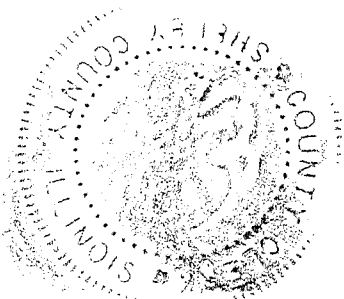
THEREFORE, BE IT RESOLVED that the County Board of Shelby County, give the Shelby County Highway Department permission to declare a 1995 Dodge Truck as surplus and the right to take bids on the disposition of same.

**STATE OF ILLINOIS)
COUNTY OF SHELBY) SS**

I, Kathy Lantz County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on April 13, 2011.
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 13th day of April A.D. 2010. 2011



COUNTY CLERK *J*



Resolution Number: 2011-12

Applicants: Randy Smith


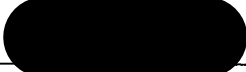
Whereas, petition by Mr. Smith wishing to rezone his property, that is currently zoned Agriculture to General Business, to develop an auto body repair shop. The property is located at S13 T10N R2E S 20 AC OF SE SW EXC COMM SE COR SE SW THENCE W 520' N 373' E 352.5' N 147' E 167.5' S 520' TO POB 14.98 AC (Section 13; Cold Spring Township). A sixty foot by eighty foot section of said parcel will be rezoned. Section is located on North side of property around existing building to be used as principal building for business.

Whereas, hearings with respect to this rezoning request concerning the said real estate have been held before the Shelby County Planning Commission and Zoning Board of Appeals;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the County Board of Shelby County assembled this 13th day of April, 2011, that the rezoning request for the said real estate be approved.

BE IT FURTHER RESOLVED that the Zoning Administrator be, and he is, hereby directed to issue Notice of District Change to the owner of the said real estate.

Duly adopted and approved this 13th day of April, 2011.

**Bruce Cannon, Chairman
Shelby County Board**

ATTEST:



Kathy Lantz, Shelby County Clerk



Zoning/EMA Report

Shelby County Board Meeting 4/13/11

Zoning

Petition to Rezone-Mr. Randy Smith, Ag-GB, Cold Spring Township Section 13. Mr. Smith would like to start an Auto Body Repair Shop.

14 Building Permits Issued

- 1 Commercial Accessory Building
- 2 Grain Bins
- 4 Accessory Building
- 7 New Residence

EMA

President Declared 60 Illinois Counties a Disaster

- Shelby included. Working to get eligible costs reimbursed.

Attending the annual Illinois Emergency Services Management Association conference April 14-April 16.

Shelby County awarded an Emergency Operations Center Technology Grant.

- Shelby awarded \$37,665.
- 100% Reimbursable Grant

March Building Permit Log

Permit #	Date	Name	Township	Parcel ID	Type	Fee
11-008	3/7/2011	WR Yakey Grain	34;Holland	0819-34-12-207-003	Comm Acc Build	\$ 250.00
11-009	3/10/2011	Steve Smart	32; Tower Hill	2311-32-00-400-007	New Residence	\$ 175.00
11-010	3/11/2011	Alan Tucker	01;Lakewood	0918-01-00-400-012	New Residence	\$ 175.00
11-011	3/18/2011	Kimble Foor	27;Rose	1812-27-00-300-012	Grain Bin	N/F
11-012	3/18/2011	Bob Connelly c/o Kimble Foor	33;Rose	1812-33-00-100-001	Accessory Building	N/F
11-013	3/21/2011	James Himes	20;Rural	1906-20-00-200-007	New Residence	\$ 175.00
11-014	3/23/2011	Brian Bunton	03;Lakewood	0918-03-00-100-007	Accessory Building	\$ 125.00
11-015	3/24/2011	John Helton	27;Richland	1614-27-00-200-006	Grain Bin	N/F
11-016	3/25/2011	Bret Burgener	17;Flat Branch	0603-17-00-200-005	Accessory Building	N/F
11-017	3/25/2011	Michael Williams	32;Okaw	1208-32-00-100-014	New Residence	\$ 175.00
11-018	3/29/2011	John Schmahl	20;Moweaqua	1001-20-00-200-015	New Residence	\$ 175.00
11-019	3/29/2011	Ashley Dunaway	35;Lakewood	0518-35-00-200-017	New Residence	\$ 175.00
11-020	3/30/2011	Kent Walden	30;Prarie		New Residence	\$ 175.00
11-021	3/30/2011	Shirley DeFrates	8;Ocone	1122-08-00-400-002	Accessory Building	N/F

2011-13

RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE TOWER HILL FIRE PROTECTION DISTRICT

WHEREAS, the TOWER HILL 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 FLOYD HINTON 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 FLOYD HINTON to serve a full three year term as trustee commencing the first Monday in May, 2011, 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 FLOYD HINTON to serve as Trustee for the TOWER HILL 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 13th day of April, 2011.



Chairman, Shelby County Board

ATTEST:




County Clerk



APPOINTMENT OF TRUSTEE FOR
THE TOWER HILL 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 FLOYD HINTON as Trustee for the **TOWER HILL 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, 2011, 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 13th Day of April 2011



Chairman, Shelby County Board

FILED
APR 11 2011

Kathy A. Lantz
SHELBY COUNTY CLERK

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

IN THE MATTER OF)
THE TOWER HILL FIRE PROTECTION DIST) NO. 85-MC-1

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that FLOYD HINTON was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE TOWER HILL FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2011, and that said appointment was approved by the County Board of Shelby County on the 13th day of April, 2011.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 13th day of April, 2011.


County Clerk (Seal)



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

IN THE MATTER OF)
TOWER HILL FIRE PROTECTION) No. 85-MC-1
DISTRICT)

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, FLOYD HINTON
as Principal, and Roger Daulton and Robert Emmons
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 TOWER HILL 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 11 day of APRIL, 2011.

[Redacted Signature]
Principal

[Redacted Signature]
Surety

X [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 FLOYD HINTON and Roger Daulton
Robert Emmons
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 11 day of
APRIL, 2011.

[Redacted Signature]
Notary Public



OATH OF OFFICE

I, FLOYD HINTON, do solemnly swear that I will faithfully perform the duties of a Trustee of the TOWER HILL 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 11th day of April, 2011.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me
this 11 day of APRIL, 2011.

[Redacted Signature]
Notary Public



BOND APPROVED: [Redacted Signature]
Chairman, Shelby County Board

2011-14

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 THOMAS COLE 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 THOMAS COLE to serve a full three year term as trustee commencing the first Monday in May, 2011, 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 THOMAS COLE 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 13th day of April, 2011.



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 THOMAS COLE 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, 2011, 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 13th Day of April 2011



Chairman, Shelby County Board

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

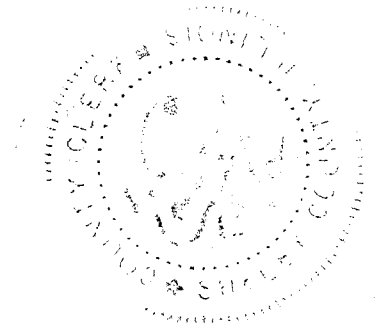
IN THE MATTER OF)
THE WINDSOR FIRE PROTECTION DIST) NO. 65-15

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that THOMAS COLE 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, 2011, and that said appointment was approved by the County Board of Shelby County on the 13th day of April, 2011.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 13th day of April, 2011.

 (Seal)
County Clerk



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

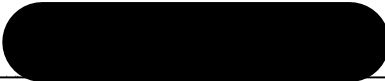
IN THE MATTER OF)
WINDSOR FIRE PROTECTION) No. 65-15
DISTRICT)


TRUSTEE'S BOND


KNOW ALL MEN BY THESE PRESENTS, that we, THOMAS COLE
as Principal, and Tim Bennett and Stacy Cole
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 24 day of March, 2011.



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 THOMAS COLE
and Tim Bennett and Stacy Cole
_____, 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 24 day of
March, 2011.



Notary Public

OFFICIAL SEAL
Notary Public, State of Illinois
JESSE M. HELTON
My Commission Expires 04/06/2011

FILED
APR 08 2011

Kathryn A. Smith
SHELBY COUNTY CLERK

OATH OF OFFICE

I, THOMAS COLE, 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 24 day of March, 2011.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me this 24 day of March, 2011.

[Redacted Signature]

Notary Public



BOND APPROVED: [Redacted Signature]
Chairman, Shelby County Board

2011-15

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 JOHN BELDON 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 JOHN BELDON to serve a full three year term as trustee commencing the first Monday in May, 2011, 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 JOHN BELDON 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 13th day of April, 2011.

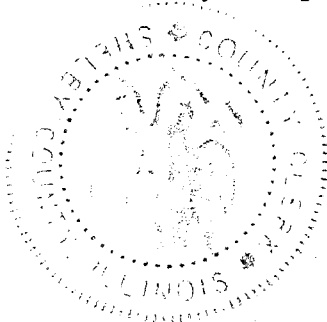


Chairman, Shelby County Board

ATTEST:



County Clerk



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

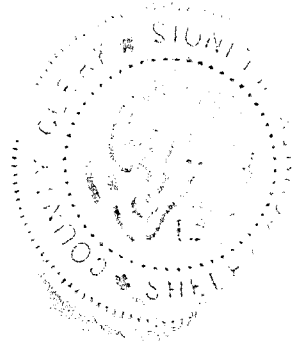
IN THE MATTER OF)
THE STRASBURG FIRE PROTECTION DIST) NO. 75 MC 1

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that **JOHN BELDON** 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, **2011**, and that said appointment was approved by the County Board of Shelby County on the 13th day of April, 2011.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 13th day of April, 2011.


County Clerk (Seal)



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 JOHN BELDON 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, **2011**, 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 13th Day of April 2011




Chairman, Shelby County Board

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, JOHN BELDON
as Principal, and Tim Leuz and Travis Dollarhide
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 21st day of March, 2011.

[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 JOHN BELDON and
Tim Leuz and Travis Dollarhide,
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 21 day of
MARCH, 2011.

[Redacted Signature]
Notary Public



FILED
APR 08 2011

Kathy A. Lantz
SHELBY COUNTY CLERK

OATH OF OFFICE

I, JOHN BELDON, 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 21 day of March, 2011.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me
this 23 day of MAY, 2011.

[Redacted Signature]

Notary Public



BOND APPROVED:

[Redacted Signature]

Chairman, Shelby County Board

FILED
APR 08 2011

Handwritten signature

Shelby County Treasurer
 Monthly Report of Investments
 1-Apr-11
 Bank Balance: \$13,131,360.49

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$ 637,487.80	MMD		
\$ 1,779,704.18	MMD	General Fund	\$ 2,000.00
\$ -			
\$ -		County Payroll Clearing	\$ 42,829.43
\$ -			
\$ -		Section 105 Claims	\$ 2,000.00
\$ -			
\$ 67,356.63	PB	County Health Fund	\$ -
\$ 123,941.44	CD		
\$ 16,881.45	MMD	County Health-TB	\$ -
\$ 37,540.79	MMD		
\$ 46,606.45	MMD	Animal Control Fund	\$ -
\$ 23,369.62	MMD		
\$ 106,836.59	PB	Ambulance Fund	\$ -
\$ 151,902.48	MMD		
\$ 1,036,362.82	MMD	Mental Health Fund	\$ -
\$ -			
\$ 1,354,700.84	PB	IMRF Fund	\$ -
\$ -			
\$ 274,583.32	PB	Social Security Fund	\$ -
\$ 54,570.59	CD & MMD		
\$ 32,480.45	PB	Indemnity Fund	\$ -
\$ -			
\$ 2,201.83	PB	Court Security Fund	\$ -
\$ -			
\$ 242,457.92	MMD	County Bridge Fund	\$ -
\$ -			
\$ 88,315.45	PB	County Highway Fund	\$ -
\$ -			
\$ 108,846.36	MMD	FASM Fund	\$ -
\$ -			
\$ 592,500.69	MMD	County Motor Fuel Tax Fund	\$ -
\$ -			
\$ 2,183.17	PB	Tourism Fund	\$ -
\$ 97,014.30	CD & MMD		
\$ 229,539.23	PB	Probation Fund	\$ -
\$ 55,222.92	CD & MMD		
\$ 70,981.16	PB	Assist Court Fund	\$ -
\$ -			
\$ 6,806.85	PB	Law Library Fund	\$ -
\$ -			
\$ 89,262.64	PB	Automation Fund	\$ -
\$ -			
\$ 98,254.83	PB	Recording Fund	\$ -
\$ -			
\$ 11,611.70	PB	Drug Traffic Fund	\$ -
\$ 60,000.00	CD		
\$ 19,763.31	MMD	Airport Fund	\$ 30.50
\$ 241,848.10	CD & MMD		
\$ 562,053.97	MMD	Home Nursing Fund	\$ -
\$ -			
\$ -		W.I.C. Fund	\$ 28,716.23
\$ -			
\$ 135,823.76	MMD	Local Bridge Fund	\$ -
\$ -			
\$ -		Township Bridge Fund	\$ 23,714.94
\$ -			
\$ -		Township Construction Fund	\$ 374.14

\$	292,060.27	MMD		
\$	1,066,028.90	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,146.63	PB	Estate Tax Fund	\$ -
\$	-			
\$	280,015.42	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	7,462.32	PB	Probation Drug Testing	\$ -
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	42,055.09	MMD		
\$	206,274.52	PB	Drainage Fund	\$ 1,970.00
\$	-			
\$	41,649.63	PB	Document Storage Fund	\$ -
\$	81,793.66	MMD		
\$	175,120.01	PB	Misc County Health Fund	\$ -
\$	26,776.67	MMD		
\$	45,197.69	PB	Litigation Fund	\$ -
\$	208,103.20	CD		
\$	170,819.63	PB	Revolving Loan Fund	\$ -
\$	-			
\$	13,460.50	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	769.04	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	623.23	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	8,138.89	PB	Rescue Squad Fund	\$ -
\$	-			
\$	865.76	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	14,253.67	PB	DUI Equipment Fund	\$ -
\$	-			
\$	99,068.69	PB	GIS Fund	\$ -
\$	1,000,000.00	CD		
\$	239,595.07	PB	Capital Improvement Fund	\$ 509,641.43
\$	-			
\$	-		Pet Population	\$ 11,739.72
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
\$	-			\$ 13,108,672.98

County Collector Accounts

Shelby County State Bank-Checking	\$ 200.00
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 202.98
First National Bank of Assumption	\$ 274.17
Community Banks of Shelby County-Cowden	\$ 367.33
Shelby County State Bank-Strasburg	\$ 381.82
First Federal Savings & Loan-Shelbyville	\$ 230.25
Busey Bank-Real Estate Tax Trust Account	\$ 3,614.19
Shelby County State Bank-Shelbyville-Money Market	\$ 3,623.41
Busey Bank-Money Market	\$ 5,387.76
Ayars State Bank-Moweaqua	\$ 310.92
Shelby County State Bank-Findlay	\$ 310.83
First National Bank of Pana	\$ 268.47
Peoples Bank of Pana	\$ 192.82
Prairie National	\$ 253.95
Shelby County State Bank-Windsor Branch	\$ 293.46
Dewitt Federal Savings & Loan-Moweaqua	\$ 170.82
Sigel Community Bank	\$ 252.76
Shelby County State Bank-Moweaqua	\$ 209.73
Illinois Epay	\$ 5,941.84
	\$ 22,687.51

CERTIFICATE OF DEPOSITS
April 1, 2011

General Fund(001) Community Banks of Shelby County-MMD# 390 .25% Interest	 \$ <u>637,487.80</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390 .25% Interest	 \$ <u>37,540.79</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390 .25% Interest	 \$ <u>23,369.62</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390 .25% Interest	 \$ <u>151,902.48</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390 .25% Interest	 \$ <u>9,570.59</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390 .25% Interest	 \$ <u>97,014.30</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390 .25% Interest	 \$ <u>222.92</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390 .25% Interest	 \$ <u>116,848.10</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390 .25% Interest	 \$ <u>292,060.27</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390 .25% Interest	 \$ <u>81,793.66</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 1/30/2011 1.30% Interest	 \$ <u>123,941.44</u>

CERTIFICATE OF DEPOSITS
April 1, 2011

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 2/11/2011 .65% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 4/19/2011 .65% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 2/17/2011 1.15% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .10% Interest	\$ <u>208,103.20</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 20555 Matures 10/16/2011 1.25% Interest	\$ <u>1,000,000.00</u>
Airport(022)	\$ <u>60,000.00</u>
TOTAL	\$ <u>3,064,855.17</u>