

April 1, 2015

**SHELBY COUNTY BOARD MEETING AGENDA**

**April 8, 2015 – 9:00 A. M. in Courtroom B**

1. Call to Order – Prayer - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Zoning Administrator Jared Rowcliffe – Petition for Zoning Amendment Ag to Ag with Special Exception request from Robin Pickett in Section 17 of Cold Spring Township to operate a Membership based Shooting Complex
5. Shelby County Chairman David Cruitt – Resolution Opposing Eminent Domain and Letter to Illinois Commerce Commission to Request Eminent Domain Status not be granted to Clean Line Energy's Grain Belt Transmission Line
6. M, Y, B & K Robin Yockey, County Auditor – Audited Financial Report 8/31/2014
7. Shelby County Vice Chairman Bruce Cannon – Resolution in Support of Governor Rauner's Turnaround Agenda
8. County Highway Engineer Alan Spesard – Highway Engineer's Report; Petition from Clarksburg Township Highway Commissioner to replace Drainage Structure, Petition from Cold Spring Township Highway Commissioner to replace Drainage Structure, Petition from Ridge Township Highway Commissioner to replace Drainage Structure, Petition from Lakewood Township Highway Commissioner to replace Drainage Structure, Resolution to award Tower Hill Railroad Crossing Approach Contract, Agreement with Fayette County to replace Mitchell Creek Bridge located on County Line
9. PCOM Jared Rowcliffe – Request Approval for Intergovernmental Agreements with Clay, Fayette, Moultrie and Montgomery Counties to provide Public Transportation within their County limits and designate Shelby County as "Primary Participant"
10. Committee Reports
11. Chairman Updates
12. Chairman Appointments
13. Correspondence
14. Public Body Comment
15. Adjournment

**Prayer today is given by Richard Hargrave, Minister of the First Christian Church in Findlay**

Please silence cell phones during the Board meeting.

## SHELBY COUNTY BOARD MEETING

April 8, 2015 – 9:00 A.M.

The Shelby County Board met on Wednesday, April 8, 2015, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman David Cruitt called the meeting to order. Minister Richard Hargrave from the Findlay Christian Church gave the prayer and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Hayden and Gergeni were absent.

Minutes for the March 11, 2015 board meeting were presented for approval. Mulholland moved to approve the minutes. Wetherell seconded said motion, which passed by voice vote (19 yes, 0 no).

A standing room only crowd was in attendance to voice opposition to the petition for zoning amendment from Ag to Ag with Special Exception request from Robin Pickett for a membership based shooting complex. Chairman Cruitt allowed Dustin Probst, Attorney from Dove and Dove law firm to read a letter of protest he had sent to some of the County Board members on behalf of his clients Marion, Beverly and Todd Smart. Pickett is Smart's neighbor who owns property in Section 17 of Cold Spring Township and has requested the rezoning in order to open a membership based shooting complex (See letter attached to these minutes). Zoning Administrator Jared Rowcliffe informed the Board that the Planning Commission had a hearing regarding this request on February 19, and unanimously denied the request for rezoning.

Simpson made motion to deny the rezoning Resolution for Robin Pickett from Ag to Ag with Special Exception to operate a membership based shooting complex in Section 17 of Cold Spring Township. Bennett seconded said motion, which passed by voice vote (19 yes, 0 no). (Resolution attached to these minutes).

Chairman Cruitt next requested approval from the Board for a Resolution and letter to be sent to the ICC requesting that eminent domain powers not be granted to Clean Line Energy Partners. Cruitt, upon suggestion from Board member Joe Woodall, said the letter would be sent after a docket number had been assigned, but the Resolution would be sent immediately.

Strohl made motion to approve the Resolution requesting the ICC oppose eminent domain powers be granted to Clean Line Energy Partners. Woodall seconded said motion, which passed by voice vote (19 yes, 0 no). (Resolution and letter attached to these minutes).

Robin Yockey, Certified Public Accountant and partner of the firm Mose, Yockey, Brown and Kull, LLC, addressed the board to present the County's audit report for the fiscal year (FY) ending August 31, 2014. Mrs. Yockey had met on March 26, 2015 with the Budget committee to review the audit in detail before presenting it to the board. Yockey explained there were three components of the audit 1) the financial detailed on pages 1-2, 2) internal controls and compliance detailed on pages 3-4 and 3) federal compliance detailed in the Single Audit on pages 81-84. Each component of the audit requires an opinion that is noted in the audit. Drawing the Board's attention to the management discussion and analysis reports, Mrs. Yockey noted Shelby County's financial highlights. The highlights are the County's management report of items that the Budget Committee felt significant to include. Fund Financial Statements provide an entity wide look at the county's finances but provide detail of the County's General Fund and major Special Revenue Funds. It was noted that the County's financial status as a whole stayed level. Yockey explained that assets vs. liabilities had an increase of approximately 8% over the previous year due to some major Bridge projects being completed throughout the County. Yockey stated that the Treasurer's office had put a lot of work during the year into implementing a system that tracks Federal monies so previous compliance issues in that are now resolved. Ending the Audit report, Yockey stressed that the County needs to monitor the individual fund disbursements and amend the County Budget as necessary, as there were 2 funds last year that exceeded their budgeted amounts (Refer to pages 85-86 of County Audit). Chairman Cruitt thanked Mrs. Yockey for the County Audit report.

Williams made a motion to accept the fiscal year ending August 31, 2014 Audit Report as presented. Hunter seconded said motion which passed by voice vote (19 yes, 0 no). (See copy of Audit filed in County Clerk or Treasurer's office).

Vice Chairman Cannon addressed the Board to update them on a request from Governor Rauner that the County pass a resolution in support of the Governor's "Turnaround Agenda", which would allow counties to create "right to work" zones, determine their own prevailing wage, as well as other changes, which the Governor feels would make Illinois more attractive to businesses to locate in our state. (See information attached to these minutes). Cannon stated the Governor had called him requesting the Board endorse his agenda as a show of support. Cannon stated he wanted to inform the Board about this as it will be voted on at the May meeting. Board member Lynn Williams addressed the Board noting that Illinois Attorney General Lisa Madigan had issued an opinion that she feels some of these agenda items are illegal and that counties could be subject to lawsuits. Williams stated he felt that the language in the Governor's agenda was nothing more than a way to "bust" the unions. Williams stated unions have been around for 100 years and 4.5% of the workers in the U. S. are members of unions. Williams stated there is "good" in unions. Rob Amling stated he felt this resolution was too complex and that the county really had no idea where the legislation was headed with this, that there is "a lot" that needs changing, but this resolution doesn't state what those changes will be. The Budget committee will continue to review various changes that could be made to the resolution and will continue to gather more information that is needed prior to making a decision regarding the Governor's agenda and a resolution endorsing it.

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

**Shelby County Board Meeting**  
**April 8, 2015**

Alan Spesard, County Highway Engineer, addressed the Board requesting approval for 4 petitions, 1 agreement and 1 resolution. The first petition presented was a request from the Clarksburg Highway Commissioner to replace a culvert 3 miles south of Clarksburg. The estimated costs for this project are \$2,000.00 and will be split 50% County, 50% Township.

Wetherell made motion to approve the 50/50 petition for culvert repair in Clarksburg Township. Durbin seconded said motion, which passed by voice vote (19 yes, 0 no). (Petition attached to these minutes).

The next 50/50 petition presented was from the Cold Spring Highway Commissioner for culvert replacement 3 miles south of Tower Hill at an estimated cost of \$5,000.00. Barr made motion to approve the petition for culvert replacement in Cold Spring Township. Bennett seconded said motion, which passed by voice vote (19 yes, 0 no). (Petition attached to these minutes).

The next 50/50 petition presented was from the Lakewood Highway Commissioner requesting a culvert replacement 3.5 miles northeast of Cowden at an estimated cost of \$3,000.00. Woodall made motion to approve the culvert replacement in Lakewood Township. Bennett seconded said motion, which passed by voice vote (19 yes, 0 no). (Petition attached to these minutes).

The final 50/50 petition presented for approval was from the Ridge Highway Commissioner requesting approval to replace a culvert 1.5 miles east of Westervelt at an estimated cost of \$2,500.00. Clark made motion to approve the culvert replacement in Ridge Township. Simpson seconded said motion, which passed by voice vote (19 yes, 0 no). (Petition attached to these minutes).

The next item Spesard presented was approval for an agreement for replacement of the Mitchell Creek Bridge which is located on the Fayette/ Shelby County line between Cowden and Herrick. This bridge is under Fayette County's jurisdiction and the estimated costs of 1.5 million to replace this bridge will be funded 80% Federal, 20% State, with the remaining amount split equally between Fayette and Shelby County.

Barr made motion to approve the agreement for replacement of the Mitchell Creek Bridge. Woodall seconded said motion, which passed by voice vote (19 yes, 0 no). (Agreement attached to these minutes).

The final item Spesard presented was a resolution awarding the contract for the Tower Hill Railroad Crossing approach. This bid letting had been held on Monday, April 6. There were 2 bids submitted and Brad Agney Construction had the low bid of \$112,631.00. Estimated costs for this project are \$135,235.00. This project will be funded by a grant from the Illinois Commerce Commission.

Continuing with updates, Spesard reported that the 2 bridges scheduled for replacement located west of Strasburg will be let on April 24 in Springfield. The Mitchell Creek Bridge, located on the Fayette/Shelby County line will be let at a State letting on June 12<sup>th</sup>. The Highway Department has inspected bridges in the West half of the County and have recommended to IDOT that 2 bridges be closed and IDOT concurred. Both bridges were closed due to structural deficiencies. One bridge is located in Cold Spring Township 5 miles east of Oconee; the second bridge is located in Oconee Township 3 miles east of Oconee. Spesard said "sweeps" approved by the state legislators will impact his motor fuel tax by approximately \$30,000.00.

PCOM Jared Rowcliffe presented for approval Intergovernmental Agreements with Clay, Fayette, Moultrie and Montgomery Counties to provide public transportation within their county limits and designate Shelby County as "Primary Participant." Williams made motion to approve the Intergovernmental Agreements for public transportation with Clay, Fayette, Moultrie and Montgomery Counties. Wetherell seconded said motion, which passed by voice vote (19 yes, 0 no). (Copies of agreements attached to these minutes).

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

Animal Control Committee Chair Jordan reported a new dog pound will be built in Shelby County that will include a dog wash and will utilize volunteers from Shelby County Community Services with supervision in the future. Jordan stated the committee will be meeting soon to review plans with the architect.

Law Enforcement Chair Kearney referred the Board to the "First100 Days" report that Sheriff Koonce and Undersheriff McCall had compiled, detailing changes within the Sheriff's office that have occurred during the first 100 days of Sheriff Koonce's term.

Airport Committee Chair Cannon stated the Airport has recently obtained a 2011 Dodge Caravan as a courtesy vehicle to replace a much older vehicle.

Chairman Cruitt requested the following Committee appointments and reappointments:

Larry Lenz appointed to the Shelby County Farmland Assessment Committee. Bennett made motion to approve the appointment of Lenz to the Farmland Assessment Committee, which passed by voice vote (19 yes, 0 no)

**Shelby County Board Meeting**  
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Wes Durbin appointed to the Shelby County Farmland Assessment Committee. Williams made motion to approve the appointment of Durbin to the Farmland Assessment Committee, which passed by voice vote (19 yes, 0 no)

Jesse Durbin reappointed to the Cooperative Extension Committee. Clark made motion to approve the reappointment of Durbin to the Cooperative Extension Committee, Mulholland seconded said motion, which passed by voice vote (19 yes, 0 no).

Gary Gergeni reappointed to the Cooperative Extension Committee. Bennett made motion to approve the reappointment of Gergeni to the Cooperative Extension Committee. Kearney seconded said motion, which passed by voice vote (19 yes, 0 no).


Don Strohl reappointed to the Cooperative Extension Committee. Bennett made motion to approve the reappointment of Strohl to the Cooperative Extension Committee. Warren seconded said motion, which passed by voice vote (19 yes, 0 no).

Under public body comment, Steve Melega, Administrator of the Shelby County Health Department referred to the 2012 Annual Report he had passed out prior to the meeting. He said the department was waiting on some information from the State regarding cause of death, which was the reason for the delay in the 2012 report. Melega also answered some questions from the Board in regards to the Health Department.

Marsha White addressed the Board encouraging them to fully research Governor Rauner's "Turnaround Agenda" and voiced her support for Union workers. White stated much more needs to be known about the Governor's plans and stressed the importance of Unions and Union Workers.

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

Clark made motion to assess mileage and per diem for the April meetings, to pay the bills/payroll as approved by the committees and adjourn until the next regular meeting to be held on May 13, 2015. Lenz seconded said motion, which passed by voice vote (19 yes, 0 no) and the meeting was adjourned at 10:12 A.M.

  
Jessica Fox  
Shelby County Clerk and Recorder



## STATE OF ILLINOIS

## ROLL CALL VOTES IN COUNTY BOARD

## SHELBY COUNTY

April 8, 2015 REGULAR MEETING

		ROLL CALL			QUESTIONS											
			4/8/2015	1/2015	ON MOTIONS TO		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	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		✓													
214	DURBIN, JESSE	12	✓													
105	GERGENI, GARY	26	A													
177	HAYDEN, RICHARD	44	A													
144	HUNTER, ROBERT JR.	49	✓													
193	JORDAN, ROBERT N.	31	✓													
64	KEARNEY, KAY		✓													
205	KESSEL, LINDA		✓													
206	LENZ, LARRY	26	✓													
7	MULLHOLLAND, FRANK		✓													
274	SIMPSON, ROBERT	32	✓													
46	STROHL, DON	45	✓													
329	WARREN, JAMES	28	✓													
44	WETHERELL, DALE	46	✓													
10	WILLIAMS, LYNN		✓													
208	WOODALL, JOE	8	✓													

ELIZABETH E. NOHREN  
lnohren@doveanddove.com  
DUSTIN L. PROBST  
dprobst@doveanddove.com  
KAYLEE I. BOEHM  
kboehm@doveanddove.com

DOVE & DOVE  
ATTORNEYS AT LAW  
151 SOUTH MORGAN STREET  
P.O. BOX 647  
SHELBYVILLE, ILLINOIS 62565-0647  
www.doveanddove.com

Telephone: 217/774-2137

Facsimile: 217/774-2234

ROBERT I. DOVE  
(1906-1976)  
FRANKLIN E. DOVE  
(1936-2010)  
E.C. EBERSPACHER  
(1949-2012)

March 11, 2015

Hon. Jessica Fox  
Shelby County Clerk and Recorder  
Shelby County Courthouse  
301 E. Main  
Shelbyville, IL 62565

FILED  
MAR 12 2015  
*Jessica Fox*  
SHELBY COUNTY CLERK

Re: County Board Meeting Agenda

Dear Jessica:

I write to ask you to place an item on the agenda for the April 8, 2015 County Board Meeting. At that time, I would like to address the Board in regards to any rezoning issue, relating to the construction of a commercial gun range. I would like to appear on behalf of Todd Smart, Marion Smart and Beverly Smart, my clients.

Further, I recall your attention to the LETTER OF PROTEST, which was recently filed with your office, in regards to this rezoning issue. As such, I believe the zoning ordinance would require a 3/4<sup>th</sup> majority vote of the County Board in order to approve such a rezoning.

If you have any questions regarding the foregoing, please feel free to contact me. Your very immediate and kind attention to this matter is anticipated.

Very truly yours,

  
Dustin L. Probst

DLP/bmt

cc: Dave Cruitt  
Todd Smart  
Marion and Beverly Smart

March 3, 2015

Shelby County Zoning Office

315.5 East Main St

Shelbyville, IL 62565

Dear Sirs,

I just received a "Notification of Adjacent Property Owners" from Mr. Pickett about his request to rezone E1/2 NW, Sect 17, Twp 10N, Range 2E to allow target related shooting sports (handgun, rifle and shotgun). The notice was mailed Feb 3, 2015, but I did not get it until yesterday because of delays from mail forwarding and my vacation.

I own the property directly to the north of this site, and I also own property 1/8 mile to the West.

I strenuously object to this change in zoning because I believe it would significantly reduce the value of my property and other nearby properties. I do not currently have a house on this land, but the best home site on my property is 1/8 of a mile from the proposed shooting range. A shooting range would make this site much less attractive and would reduce the marketability and price of my land.

Respectively,

A black rectangular redaction box covering the signature of Clifford L. Winings.

Clifford L. Winings

We, the undersigned individuals are landowners and concerned citizens of Cold Spring Township, Shelby County, Illinois. We are opposed to the re-zoning of the E ½ of the NorthWest quarter of Section 17, Township 10 North, Range 2 East of the 3<sup>rd</sup> Principal Meridian, Cold Spring Township, Shelby County, Illinois. A rezoning will further allow the noise nuisance to invade our respective properties and interests. We OPPOSE the change in zoning for the property:

Name

Address/Telephone

[REDACTED]	656 N 825 E Rd	[REDACTED]
[REDACTED]	762 E 575 N Rd	[REDACTED] 3
[REDACTED]	898 Cornthwaite Rd, Macon	[REDACTED]
[REDACTED]	8787 Cornthwaite Rd Macon	[REDACTED]
[REDACTED]	760 E 575 N Rd, Tower Hill, IL	[REDACTED]
[REDACTED]	807 N 800 E Rd	TOWER HILL IL 62571
[REDACTED]	762 N 825 E Rd	Tower Hill, IL 62571
[REDACTED]	725 N 825 East Rd	Tower Hill, IL 62571
[REDACTED]	1001 E 3 Rd	Pana IL [REDACTED]
[REDACTED]	787 E 650 North Rd	Tower Hill 62571
[REDACTED]	766 County Highway 12	Tower Hill 62571

I, MARCON R. GART, hereby certify that the forgoing signatures were signed in my presence as the free and voluntary act of each individual.

[REDACTED]

Subscribed and sworn to before me  
this 17 day of February,  
2015

(seal)



[REDACTED]  
Notary

We, the undersigned individuals are landowners and concerned citizens of Cold Spring Township, Shelby County, Illinois. We are opposed to the re-zoning of the E ½ of the NorthWest quarter of Section 17, Township 10 North, Range 2 East of the 3<sup>rd</sup> Principal Meridian, Cold Spring Township, Shelby County, Illinois. A rezoning will further allow the noise nuisance to invade our respective properties and interests. We OPPOSE the change in zoning for the property:

Name

Address/Telephone

[REDACTED] 629 CONWAY'S TOWN HILL [REDACTED]

[REDACTED] 821 E 580 N Road [REDACTED]

[REDACTED] 821 E 500 N Rd [REDACTED]

[REDACTED] 669 N 825 E Rd [REDACTED]

[REDACTED] 714 E 100 N RD [REDACTED]

[REDACTED] 811 E 700 N RD [REDACTED]

[REDACTED] 801 E. 650 North Rd. [REDACTED]

[REDACTED] 801 E 650 North Rd [REDACTED]

[REDACTED] 404 E 700 N Road [REDACTED]

[REDACTED] 811 E 700 N Rd [REDACTED]

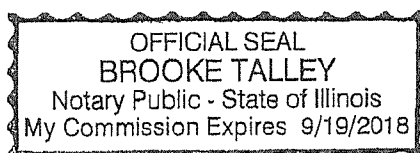
[REDACTED] 702 N 825 East Rd [REDACTED]

I, MARION R. SMART hereby certify that the forgoing signatures were signed in my presence as the free and voluntary act of each individual.

[REDACTED]

Subscribed and sworn to before me  
this 17 day of February,  
2015 [REDACTED]

(seal)



[REDACTED] Notary [REDACTED]

We, the undersigned individuals are landowners and concerned citizens of Cold Spring Township, Shelby County, Illinois. We are opposed to the re-zoning of the E ½ of the NorthWest quarter of Section 17, Township 10 North, Range 2 East of the 3<sup>rd</sup> Principal Meridian, Cold Spring Township, Shelby County, Illinois. A rezoning will further allow the noise nuisance to invade our respective properties and interests. We OPPOSE the change in zoning for the property:

Name

Address/Telephone

[REDACTED] - 895 E. 850 N. Rd. - Tower Hill, Ill [REDACTED]

[REDACTED] 895 E. 850 N. Rd Tower Hill Ill 62571 [REDACTED]

[REDACTED] 235 N 2625 EAST RD PANA [REDACTED]

[REDACTED] 235 N. 2625 East Rd, Pana [REDACTED]

[REDACTED] 2153 N 1100 East Rd - Assumption [REDACTED]

[REDACTED] 2153 N 1100 EAST # Assumption [REDACTED]

[REDACTED] 786 E. 650 N Road Tower Hill, Ill [REDACTED]

[REDACTED] 786 E - 650 N - Road Tower Hill Ill [REDACTED]

[REDACTED] RR1 BOX 81A TOWER HILL IL [REDACTED]

[REDACTED] 709 E 700 N Rd. Tower Hill, IL [REDACTED]

[REDACTED] 669 N 825 EAST RD TOWER HILL [REDACTED]

I, MARION R SMART, hereby certify that the forgoing signatures were signed in my presence as the free and voluntary act of each individual.

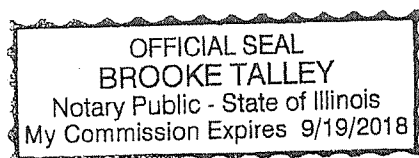
MARION R SMART

[REDACTED]

(seal)

Subscribed and sworn to before me  
this 17 day of February,  
2015 [REDACTED]

[REDACTED] Notary



FILED  
FEB 23 2015

February 23, 2015

*Jessica Fox*  
SHELBY COUNTY CLERK**LETTER OF PROTEST*****Via Hand Delivery Only***

Shelby County Board  
c/o Jessica Fox  
Shelby County Courthouse,  
Shelbyville, Illinois 62565

***Via Certified Mail Return Receipt Requested***

Robin Pickett  
P.O. Box 108  
Rochester, Illinois 62563

Re: Letter of Protest  
Rezoning of the E ½ of the North West ¼, Section 17,  
Township 10N, Range 2 East, Cold Spring Township  
Shelby County, Illinois

To whom it may concern:

We are owners of land boarding the land described above. Our land consists of at least twenty percent (20%) of the perimeter of the land to be rezoned. We are opposed to the rezoning of the aforementioned land from agricultural to "agriculture with target shooting" or to any other classification which would expressly permit target shooting.

Currently, there are many days when shooting actively takes place on the Pickett property which interferes with the quite enjoyment of our land. Changing the zoning to expressly allow a shooting complex and/or shooting range will only increase the nuisance that the shooting causes, while, at the same time, taking away any remedies we may have currently available under the law, for if the County Board sees fit to rezone the property as requested, it is likely that any suit to abate increased noise and nuisance will be foreclosed by the law. Essentially, the County Board will be allowing Robin Pickett to escape liability and will be granting him the unfettered ability to cause as much noise and nuisance as he desires on the shooting range/complex. He will not be accountable to anyone, including his neighbors who will have to live with the increased noise and nuisance. This should be unacceptable to the members of the County Board.

We are of this opinion because Robin Pickett presented no plan and/or map on the zoning application which would show, in any way, the location of the facility and/or any structures for

the same, as required. There are no written plans disclosed or set forth to mitigate the increased noise or nuisance which will be forced upon the neighbors with no recourse, should the rezoning be approved. Furthermore, the safety of the proposed facility is also unknown, and as stated before, no map of the project has been produced.

It appears that the sole objective of Robin Pickett is to have the County Board clothe him with immunity from having to respect his neighbors' right to the quite enjoyment of their land by allowing unrestrained noise and nuisance to permeate from the shooting complex into the surrounding area. The County Board should reject the re-zoning, knowing that so doing so will not shut down the shooting, but will force Robin Pickett to enact measures which reduce noise and allow all of the surrounding landowners the quite enjoyment of their own respective tracts of land, including Robin Pickett. We are not asking to deny Robin Pickett any rights but are only asking "**why does Robin Pickett deserve more rights than those of his neighbors?**" Keep the status quo and don't rezone the property.

This concern is not our ours, but our neighbors as well. Plesse find enclosed, copies of the PETITION signed by thirty-three (33) neighboring landowners. Your kind and immediate attention to this matter is appreciated.

Very truly yours,

  
Todd Smart

Very truly yours,

  
Marion Smart

Very truly yours,

  
Beverly Smart

cc: Bob Simpson  
Joe Woodall  
James Warren  
Dale Wetherell  
David Cruitt  
Larry Lenz  
Barbara Bennett  
Kenneth Baar  
Dick Clark  
John Warner  
Robert Jordan  
Dove & Dove, Attorneys at Law

**F I L E D**  
FEB 23 2015  
*Jessica Fox*  
SHELBY COUNTY CLERK



**Resolution Number:** 2015-19

**Applicants:** Robin Pickett

**Whereas,** petition by Robin Pickett, wishing to rezone their property, that is currently zoned Agriculture (Ag) to Agriculture with Special Exception (Ag w/SpEx), for an outdoor commercial recreation enterprise. The property is located at S17 T10N R2E E 1/2 NW~80 AC or 734 E 700 NORTH RD. The entire area of said property will be rezoned to Ag w/SpEx.

**Whereas,** hearings with respect to this rezoning request concerning the said real estate have been held before the Shelby County Planning Commission;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the County Board of Shelby County assembled this 8th day of April, 2015, that the rezoning request for the said real estate is denied.

**BE IT FURTHER RESOLVED** that the Zoning Administrator is hereby directed to issue Notice of Petition Denial to the owner of the said real estate.

Duly adopted and approved this 8th day of April, 2015.

  
David Cruitt, Chairman  
Shelby County Board

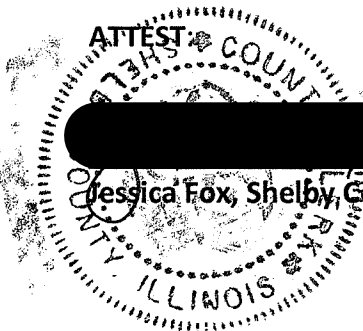
Ayes 19

Nays 0

Abstain           

ATTEST

  
Jessica Fox, Shelby County Clerk



Resolution Number: 2015-17

**WHEREAS**, Clean Line Energy Partners is proposing to build a 750 mile overhead direct current transmission line to deliver wind energy from western Kansas across Missouri and Illinois to Indiana; and,


**WHEREAS**, the proposed routes for the Grain Belt Express of Clean Line Energy Partners cross through approximately 36 miles of Shelby County, Illinois; and,

**WHEREAS**, the proposed routes will have a significant impact upon Shelby County, Illinois residents and landowners; and,


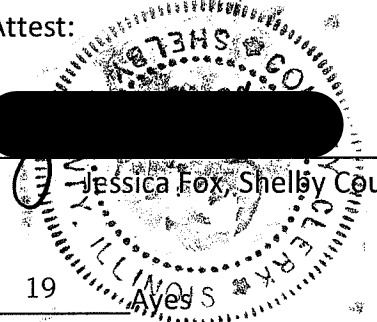
**WHEREAS**, should Clean Line Energy Partners receive a Certificate of Public Convenience and Necessity they could then request eminent domain powers from the Illinois Commerce Commission to acquire the rights of way for their proposed route;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the County Board of Shelby County assembled this 8th day of April, 2015, hereby support the rights of landowners to negotiate easement agreements with Clean Line Energy Partners and oppose granting eminent domain powers to Clean Line Energy Partners.

Duly adopted and approved this 8th day of April, 2015.

  
David Cruitt, Chairman  
County of Shelby, State of Illinois

Attest:

  
Jessica Fox, Shelby County Clerk  
  
19 \_\_\_\_\_  
Ayes

0 \_\_\_\_\_ Nays

\_\_\_\_\_ Abstention

# Shelby County Board

P.O. Box 230  
Shelbyville, Illinois 62565

Phone:  
217/774-4421

April 8, 2015

Mr. Johnathan Feipel, Executive Director  
Illinois Commerce Commission  
527 East Capitol Ave.  
Springfield, IL 62701

RE: Docket #15-0277

Dear Mr. Feipel,

At the regular scheduled meeting of the Shelby County Board on April 8, 2015, the board voted to request that the Illinois Commerce Commission not grant eminent domain status to Clean Line Energy's Grain Belt Transmission Line project, if the company requests that authorization.

The privately owned company is proposing to construct a direct current transmission line through Shelby County in the near future. It will cover approximately 36 miles across the southern part of the County. The board believes that this company should negotiate with the land owners a fair price for the construction of their poles.

The Shelby County Board members have spent many months discussing this issue and its ramifications and the effect it would have on the land owners and the County in general. The Shelby County Board hereby requests that you carefully consider the eminent domain authorization.

If you have any questions please contact me at 217-774-2877

Sincerely,

  
  
David Cruitt, Chairman  
Shelby County Board

**SHELBY COUNTY, ILLINOIS  
ANNUAL FINANCIAL REPORT  
YEAR ENDED AUGUST 31, 2014**

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

*See Original Audit*



**The Turnaround Agenda**  
*Empowering Voters & More Local Control*

- Conflicts of interest have spread throughout Illinois government. Special interest groups have come to control Springfield, running it for their own benefit and pushing many local governments to near bankruptcy.
- Government union leaders are funding politicians who negotiate their pay and benefits; healthcare agencies are funding politicians who structure Medicaid; trial lawyers are funding judges who hear their cases.
- Special interests have taken away power from the voters, forcing unfunded mandates, unaffordable pension regulations and too many layers of government onto taxpayers, and filling the workers compensation system with fraud and abuse.
- Taxes are rising, businesses are leaving and schools are deteriorating.
- We must empower local voters to turn our state around.
- Local voters should be able to vote on and control property tax increases.
- Local voters should decide what issues can be collectively bargained in their county and municipal governments.
- Local voters should decide pension and health benefits for their local governments.
- Local voters should decide what issues should be subject to collective bargaining in their schools and whether teachers should be forced to pay partial or full union dues as a condition of being allowed to teach.
- Local voters should decide whether their businesses should be subject to forced unionism or employee choice.
- Decisions of voters in one county or municipality should not be forced upon voters in other parts of the state. The voters of Illinois should be empowered to control their own destiny on taxes, schools and jobs.
- The state shouldn't impose costly mandates on local governments that drive up costs. Prevailing wage requirements and project labor agreements block true competitive bidding in government construction projects and drive up taxpayer costs 20% or more.
- Voters should be empowered to decide term limits on their elected officials.
- With voter empowerment, Illinois can become a great state, a competitive, compassionate state again.
- These reforms are reasonable, common-sense, and bi-partisan. Many states have implemented variations of them. Twenty-nine states and the federal government do not allow government union collection of "fair share" dues and have put some restrictions on collective bargaining. Even President Franklin Roosevelt supported this.
- The states with dominant government unions (IL, NJ, CT, CA etc.) have the largest chronically unfunded pensions, debt and deficits. Most have installed high income taxes to try to deal with their recurring budget problems; but that has failed to fix their chronic deficits because the structure, the underlying conflict-of-interest in government union power, has not been addressed.



### **3. Taxpayer Empowerment and Government Reform Package**

- Make income taxes low and competitive with other states.
- Freeze property taxes for two years by amending Illinois' Property Tax Extension Limitation Law. The total property tax extension could not increase above the 2015 levy year, except for new construction or property in a TIF district. Voters would still be allowed to override the freeze via referendum.
- Modernize the sales tax to include service taxes that keep us competitive with neighboring states.
- Preserve a fair and flat income tax by protecting low-income families with an increase in the Earned Income Tax Credit, and provide additional exemption relief to working families.
- Launch a government consolidation and unfunded mandate taskforce chaired by Lt. Governor Sanguinetti to reduce the number of Illinois' 7,000 units of government and provide more flexibility to local communities.
- Extend to municipalities bankruptcy protections to help turn around struggling communities.
- Pass a constitutional amendment implementing 8-year term limits for statewide elected officials and members of the General Assembly.
- Protect historically accrued state pension benefits for retirees and current workers, while moving all current workers into the Tier 2 pension plan and/or a 401(k) for their future work. Police and firefighters should receive separate special consideration.
- Pursue permanent pension relief through a constitutional amendment.
- Codify Executive Order 15-09 prohibiting the revolving door from state government to lobbying and extend revolving door restrictions to the General Assembly.
- Empower government employees to decide for themselves whether or not to join a union.
- Empower local voters to control collective bargaining issues in their local governments and take more direct responsibility for their employees' benefits.
- Extend the prohibition on political contributions for businesses with state contracts to all organizations with a state collective bargaining agreement and organizations funded by entities receiving state Medicaid funds.
- Prohibit trial lawyer donations to elected judges to address conflicts of interest in the courts.
- Pass a constitutional amendment to create merit-based judicial selection as supported by the American Bar Association (2018 ballot).
- Reward state workers with performance pay and incentivize employee-inspired cost-saving measures.
- Pass a constitutional amendment merging the offices of Comptroller and Treasurer and return \$12 million in annual savings to taxpayers.
- Require more vigorous enforcement of minority contracting guidelines and hiring in state government.
- Pass a binding Balanced Budget Amendment to the Illinois Constitution that prohibits the carry-over of past-due bills (2018 ballot).
- Reform the criminal code to ensure sentences are commensurate with the severity of the crime, and reduce penalties for non-violent offenses.
- Launch a bipartisan Criminal Justice Reform Commission with a goal to improve public safety and reduce prison population by 25 percent in 10 years.
- Provide additional investment in community-based reentry and diversion programs for persons reentering the community.
- Increase correctional officer staffing to improve officer and inmate safety.

## Gov. Bruce Rauner is out to emancipate Illinois

By: *George Will*

The most portentous election of 2014, which gave the worst-governed state its first Republican governor in 12 years, has initiated this century's most intriguing political experiment. Illinois has favored Democratic presidential candidates by an average of 16 points in the past six elections. But by electing businessman Bruce Rauner, it initiated a process that might dismantle a form of governance that afflicts many states and municipalities.

Rauner, 58, won his first elective office by promising to change Illinois's political culture of one-party rule by entrenched politicians subservient to public-sector unions. This culture's consequences include:

After more than a dozen credit-rating downgrades in five years, Illinois has the lowest rating among the states. Unfunded public employees' pension liabilities are estimated, perhaps conservatively, at \$111 billion, the nation's largest such deficit as a percentage of state revenue. Currently, public pensions consume nearly 25 percent of general state revenues. Debt per resident is about \$24,989, compared with \$7,094 in neighboring Indiana.

Four of the previous nine governors went to prison, so, Rauner says, "people know we've had bad people in charge." Bad but routine practices are astonishing. Some legislators practice law, specializing in real estate tax appeals: They are paid a portion of what they save clients by reducing the clients' bills under the laws the legislators have written.

Rauner says previous governors from both parties have been complicit in the unionization of about 93 percent of government employees.

Unionization began during the 14 years (1977-1991) of Republican Gov. Jim Thompson. Gov. Rod Blagojevich (D), now an inmate, instituted "card-check" unionization. Rauner says union organizers would tell individuals: Sign the card or else — we know where your wife works and your children go to school.

Rauner is a tall, confident, relaxed man with a powerful voice and a plan to break "a totally rigged system." The plan includes structural reforms necessary to enable lasting policy reforms.

By executive order, Rauner has stopped the government from collecting "fair share" fees for unions from state employees who reject joining a union. This, he says, violates First Amendment principles by compelling people to subsidize speech with which they disagree.

The unions might regret challenging this in federal court: If the case reaches the Supreme Court and it overturns the 1977 decision that upheld "fair shares," this would end the practice nationwide.

Rauner hopes to ban, as some states do, public employees unions from making political contributions, whereby they elect the employers with whom they negotiate their compensation. Rauner also hopes to enable counties and local jurisdictions to adopt right-to-work laws, thereby attracting businesses that will locate only where there are such laws.

He hopes the legislature will empower voters to ratify changes to the state constitutional provision that says public pensions can never be "diminished or impaired." He also proposes shifting state employees from unaffordable defined-benefit plans to a more affordable plan for the state. Furthermore, he hopes to end practices that now have more than 11,000 retirees receiving six-figure pensions.

Another 2016 referendum would impose term limits on state legislators, ending the careerism on which the corrupt system depends. This would rile Democrat Michael Madigan, who was elected to the legislature in 1970 and has been speaker of the House for all but two years since 1983. But Madigan might want the state's crisis tamed in case his daughter Lisa, currently Illinois's attorney general, chooses to run for governor.

Democrats have veto-proof majorities in both houses of the legislature, and redistricting has entrenched incumbents. Democrats do, however, fear being challenged in primaries by unions punishing anyone disobedient. A question is whether reform-minded Democratic donors might protect Democrats.

By allowing a temporary tax increase to actually be temporary — to lapse — Rauner increased his leverage with the legislature, which lusts for revenue not swallowed by pensions.

An Illinois governor (Adlai Stevenson) once said, "Cleanliness is next to godliness, except in the Illinois legislature, where it is next to impossible."

If Rauner emancipates Illinois from government organized through its employees unions as an interest group that lobbies itself for perpetual growth, so can other states. And the nation.

Employees who work for the City University of New York have that choice – and incidentally three-quarters of them choose the defined-contribution plan because it is more flexible and portable. Why shouldn't New York City employees have the same choice?

It's the kind of questions that more and more mayors and governors – in both political parties – are asking across the country, which is the first real sign of a crack in the labor-electoral complex that has traditionally stymied reform. And they are asking that out of sheer necessity.

Since 2010, 38 local governments have filed for bankruptcy, largely because of out-of-control pension costs. And more are now flirting with it. But even if struggling cities escape bankruptcy, the funds that must be diverted to cover skyrocketing pension bills are funds that cannot be invested in the future, which can set off a downward spiral that, as New York found out in the '70s, is deeply painful and takes decades to recover from.

As a country, we must confront this crisis before that happens. It is one of the biggest threats facing cities – because it is forcing government into a fiscal straight jacket that severely limits its ability to provide an effective social safety net and to invest in the next generation.

The costs of today's benefits cannot be sustained for another generation – not without inflicting real harm on our citizens, on our children and our grandchildren.

Now, labor leaders are understandably determined to protect their members. That's their job, and we understand that. They've done it exceptionally well. But it's also the job of those in government and the public at large to protect our children, to protect the social safety net, and to protect future generations.

That's a fundamental principle of progressive politics, and we cannot afford to adhere to that principle on every issue except labor contracts. I think it's no secret that elected officials have a tendency to make decisions based on short-term political rewards, rather than long-term economic gains.

And let's face it: The future that most elected officials worry most about is their own. Winning election – or reelection – is the goal around which everything else revolves. But we cannot afford for our elected officials to put their own futures ahead of the next generation's, and to continue perpetuating a labor-electoral complex that is undermining our collective future.

We need them to look ahead and to address the needs of tomorrow instead of being prisoners to the labor contracts of yesterday.



# Federal Government Labor Policy

Excerpt from letter by President Franklin Delano Roosevelt:

*"All Government employees should realize that the process of collective bargaining, as usually understood, cannot be transplanted into the public service. It has its distinct and insurmountable limitations when applied to public personnel management. The very nature and purposes of Government make it impossible for administrative officials to represent fully or to bind the employer in mutual discussions with Government employee organizations. The employer is the whole people, who speak by means of laws enacted by their representatives in Congress."*

## Federal Service Labor –Management Relations Statute

- Employees have the right to organize and collectively bargain over work conditions including work hours, grievance procedures, work assignments
- Prohibited from strikes, work stoppages, slowdowns, picketing, etc.
- Cannot bargain over wages, benefits, pensions, personnel decisions and managerial rights (prohibits bargaining on mission, budget, organization, number of employees or internal security)
- Fair share prohibited
- No automatic mandatory arbitration provision or injunctions in aid of arbitration for collective bargaining impasse
- Prior to 1983, pension was defined benefit plan with no Social Security. Since then, a hybrid system including a defined benefit annuity, Social Security and a 401(k)

## **Resolution in Support of the “Turnaround Agenda” for Local Government Empowerment and Reform**

WHEREAS, Illinois state law creates a “one size fits all” approach to collective bargaining for local units of governments. This approach creates added costs which are ultimately passed on to taxpayers; and

WHEREAS, voters and local officials should determine what is a subject of bargaining – not the State; and

WHEREAS, local control of bargaining would allow voters or local governments to determine if certain topics should be excluded from collective bargaining, including contracting, wages, provisions of health insurance, use of employee time, required levels of staffing, procedures and criteria for personnel evaluations; and

WHEREAS, state law sets thresholds for workers on state and local construction projects increasing costs significantly; and

WHEREAS, state law has increased utilization of Project Labor Agreements for construction projects; and

WHEREAS, repealing the Illinois Prevailing Wage Law and the requirement for Project Labor Agreements would allow local governments more control over construction and project costs; and

WHEREAS, more than 280 unfunded mandates have been imposed in recent years on communities across Illinois, costing those communities billions. Rolling back mandates will create more flexibility in local government budgets; and

WHEREAS, Illinois’ workers’ compensation costs are the seventh highest in the nation – and more than double the costs in Indiana; and

WHEREAS, updating how injuries are apportioned to ensure employers pay for injuries that occur on the job, a clarification regarding the definition of “traveling employees” to ensure a reasonable standard that excludes risks that would impact the general public, and implementation of American Medical Association guidelines when determining impairment would result in major cost savings for local governments; and

WHEREAS, voters in our community should be allowed to decide via referendum whether or not employees should be forced to join a union or pay dues as a condition of employment; and

WHEREAS, local empowerment zones will help attract jobs and make our community more attractive for businesses; and

WHEREAS, local governments face unfunded liabilities that threaten core services and functions of government. State action on pension reform for future work should provide local governments that ability to address pension reform for future work as well;

THEREFORE, BE IT RESOLVED, that the County of Shelby endorses major reforms in state government that will encourage local control, reduce costs on local governments, empower local voters and increase competitiveness in our community.

**THIS RESOLUTION PRESENTED, ADOPTED and APPROVED** this 8<sup>th</sup> day of April, 2015, at a regular meeting of the Shelby County Board.

**APPROVED:**

---

David Cruitt, Shelby County Board Chairman

**ATTEST:**

---

Jessica Fox  
Shelby County Clerk

Clarksburg

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 Clarksburg


To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Clarksburg 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 367 at a point near SE 1/4 SW 1/4 Section 22; R4E; T10N; 3rd PM

in said Road District, for which said work the Road District of Clarksburg is responsible; and the cost of which work will be two thousand five hundred 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 30th day of March 2015

  
Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.  
Road District of Clarksburg

I, the undersigned Highway Commissioner of the Road District of Clarksburg 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 - 1500

Labor, Equip, Mat'l - 1000

\$2500

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

Witness my hand, this 30th day of March 2015

  
Highway Commissioner.

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

Clarksburg

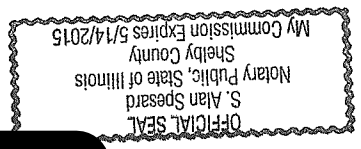
Shelby

COUNTY, ILLINOIS

Filed this \_\_\_\_\_ day of \_\_\_\_\_

County Clerk.

253 Byers Printing Company, Springfield, Illinois.



Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Highway Commissioner.

affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose

two thousand five hundred \_\_\_\_\_ Dollars mentioned in the estimate to which this

being duly sworn, on oath says that \_\_\_\_\_

Clarksburg \_\_\_\_\_

Highway Commissioner of said Road District of \_\_\_\_\_

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

Dick Roley

Cold Spring

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 Cold Spring


To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Cold Spring 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 112 at a point near SW 1/4, NW 1/4 Section 1; R2E; T10N; 3rd PM

in said Road District, for which said work the Road District of Cold Spring is responsible; and the cost of which work will be five 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 30th day of March 2015

  
Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Cold Spring

I, the undersigned Highway Commissioner of the Road District of Cold Spring 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 - 4000

Labor, Equip, Mat'l - 1000

TOTAL - \$5000

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

Witness my hand, this 30th day of March 2015

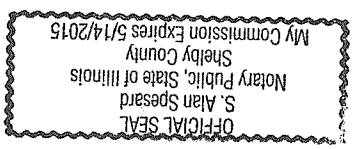
  
Highway Commissioner.



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

Cold Spring  
 Shelby  
 COUNTY, ILLINOIS

Filed this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_  
 County Clerk.  
 253 Byers Printing Company, Springfield, Illinois.



STATE OF ILLINOIS,  
 ss. } County of Shelby  
 Road District of Cold Spring  
 Don Simpson  
 Highway Commissioner of said Road District of  
 Cold Spring  
 being duly sworn, on oath says that  
 Five thousand  
 Dollars mentioned in the estimate to which this  
 affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose  
 required.  
 \_\_\_\_\_  
 Highway Commissioner.  
 Subscribed and sworn to before me, this 30th day of March 2015.  
 \_\_\_\_\_

Lakewood

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS,

County of Shelby } ss.  
Road District of Lakewood }


To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Lakewood in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 184 at a point near SW 1/4 NE 1/4 Section 23; R3E; T10N; 3rd PM in said Road District, for which said work the Road District of Lakewood is

responsible; and the cost of which work will be three 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 30th day of March 2015.

  
Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.  
Road District of Lakewood }

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

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

Pipe Culvert - 2000

Labor, Equip, Mat'l - 1000

TOTAL - \$3000

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

Witness my hand, this 30th day of March 2015

  
Highway Commissioner.

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

Lakewood

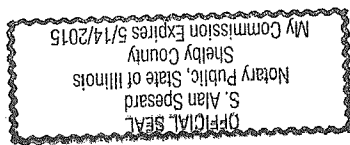
Shelby

COUNTY, ILLINOIS

Filed this \_\_\_\_\_ day of \_\_\_\_\_

County Clerk.

253 Byers Printing Company, Springfield, Illinois.



STATE OF ILLINOIS,  
 ss. } County of Shelby  
 Road District of Lakewood  
 Bill Schwenker  
 Highway Commissioner of said Road District of  
 Lakewood  
 being duly sworn, on oath says that  
 three thousand  
 Dollars mentioned in the estimate to which this  
 affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose  
 required.  
 \_\_\_\_\_  
 Highway Commissioner.  
 Subscribed and sworn to before me, this 30th day of March 2015

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]

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Ridge }

To the County Board of Shelby County, Illinois:


The undersigned, Highway Commissioner of the Road District of Ridge 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 101 at a point near SE 1/4 NE 1/4 Section 23; R3E; T12N, 3rd PM

in said Road District, for which said work the Road District of Ridge is

responsible; and the cost of which work will be two thousand five hundred 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 30th day of March 2015.

  
Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Ridge }

I, the undersigned Highway Commissioner of the Road District of Ridge 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 - 1500

Labor, Equip, Mat'l - 1000

TOTAL - \$2500

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

Witness my hand, this 30th day of March 2015.

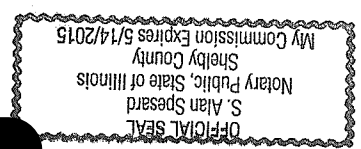
  
Highway Commissioner.

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

Shelby  
 COUNTY, ILLINOIS

Filed this \_\_\_\_\_ day of \_\_\_\_\_

County Clerk.  
 263 Byers Printing Company, Springfield, Illinois.



Subscribed and sworn to before me, this 30th day of March 2015

Highway Commissioner.

Brian Eversole  
 Highway Commissioner of said Road District of  
 Ridge  
 being duly sworn, on oath says that  
 two thousand five hundred  
 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,  
 ss. County of Shelby  
 Road District of Ridge

Mitchell's Bridge  
# 026-3261

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 line]  
[Redacted signature line]  
[Redacted signature line]  
[Redacted signature line]



**ADDENDUM #2**

**INTERGOVERNMENTAL AGREEMENT FOR  
REPLACING STR NO 026-3261 OVER MITCHELL CREEK**

Fayette County Section 13-00125-00-BR

Shelby County Section 14-00280-00-BR

For the purpose of performing maintenance to public roadways in Fayette and Shelby Counties, the undersigned agency represented by the official, statutorily responsible, or assigned that responsibility by their respective governing board; do hereby enter into this agreement.

The purpose of this agreement is to ensure that fair and equitable treatment is enjoyed by both parties.

Fayette County and Shelby County enter into an agreement to replace Structure Number 026-3261, located on FAS Route 651 over Mitchell Creek, approximately 3 miles east of Herrick, IL.

This work will be performed by the lowest bid contractor at the June 12, 2015 State bid letting.

Funding for this project is from FHWA, State Match and Local sources as shown on the attached Division of Costs for both Fayette and Shelby Counties.

Engineering will be performed by the Fayette County Highway Department and Shelby County will reimburse Fayette County, proportionately, for their share of the total construction cost.

This agreement shall remain in effect until December 31, 2016.

Executed this 8th day of April, 2015.

Executed this 12th day of May, 2015.


Signed:



David Cruitt  
Shelby County Board Chairman

Signed:

\_\_\_\_\_  
Stephen L. Knebel  
Fayette County Board Chairman

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency	State Contract	Day Labor	Local Contract	R Force Account
	Fayette and Shelby Counties	XX			
	Section	Fund Type	ITEP and/or SRTS Number		
	13-00125-00-BR/14-00280-00-BR	STP-Br			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-046-15	ERS-0651(108)				

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 prepared by, or on behalf of the LA, 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 County Highway 14 Route FAS 651 Length 0.16 m  
 Termini 3 miles east of Herrick over Mitchell Creek

Current Jurisdiction Fayette County TIP Number  Existing Structure No 026-3261

#### Project Description

This section involves the removal of the existing structure and construction of a new, triple span, bridge consisting of PPC deck beams on pile bent abutments. The proposed bridge will have a through width of 30'-0" and a length of 208'-4" to back of abutments.

#### Division of Cost

Type of Work	STP-Br	%	ST MATCH ASSIST	%	LA	%	Total
Participating Construction	1,200,000	( * )	300,000	( ** )		( Bal )	1,500,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering		( )	80,000	( ** )		( Bal )	80,000
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
TOTAL	\$ 1,200,000		\$ 380,000		\$		\$ 1,580,000

\* 80% Federal Funds (Fayette Co. - 50% and Shelby Co. - 50%)

\*\* Fayette Co., State Match Assist, NTE \$230,000 and Shelby Co., State Match Assist, NTE \$150,000 to be used first and as match to federal funds.

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

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

#### Local Agency Appropriation

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

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 METHOD C---LA's Share Balance 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** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement. The **LA** will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing 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** within thirty (30) calendar days of receipt, 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.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LA**, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (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 tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the 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 System for Award Management or SAM (formerly 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. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

**THE STATE AGREES:**

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

**IT IS MUTUALLY AGREED:**

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

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**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 – Intergovernmental Agreement.

(Insert addendum numbers and titles as applicable)

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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

Stephen L. Knebel

\_\_\_\_\_  
Name of Official (Print or Type Name)

Fayette County Board Chairman

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
37-6000800 conducting business as a Governmental  
Entity.

DUNS Number 055354604

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Erica J. Borggren, Acting Secretary

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Forti, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony Small, 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.

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**

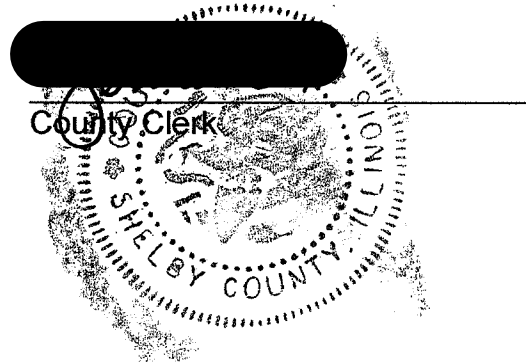
2015-18

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for the Tower Hill Township Railroad Crossing Approach, Section 14-23114-00-FL, to Brad Agney Backhoe Service based on their low bid submitted at a letting held April 6, 2015, of \$ 112,631.00.

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF SHELBY       )

I, Jessica Fox 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 8, 2015.

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 8th day of April, 2015 A.D.





**Illinois Department  
of Transportation**

County SHELBY Date 4-6-2015  
Municipality 14-23114-00-FL Time 9:00 A.M.  
Section SHELBY CO HWY DEPT Appropriation SHELBY CO HWY DEPT  
Attended by \_\_\_\_\_

Name and Address  
of  
Bidders

1-1  
John J Klein  
d/b/a Klein Excavating  
387 N 1600 E Rd  
Pana IL 62557

1-2  
Brad Agney Backhoe  
2179 E 1525 N Rd  
Shelbyville IL 62565

Proposal Guarantee Terms			Approved Engineers Estimate							
Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	EARTH EXCAVATION		CU YD	39.00	35.00	1,365.00	55.00	2,145.00	18.00	702.00
2	FURNISHED EXCAVATION		CU YD	1,466.00	30.00	43,980.00	26.50	38,848.00	29.00	42,514.00
3	TRENCH BACKFILL		CU YD	30.00	39.00	1,170.00	50.00	1,500.00	50.00	1,500.00
4	GRADING & SHAP DITCH		FT	550.00	2.50	1,375.00	11.00	6,050.00	7.00	3,850.00
5	SEEDING CL 2		ACRE	0.60	4,000.00	2,400.00	3400.00	2,040.00	3000.00	1,800.00
6	NITROGEN FERT NUTR		POUND	55.00	3.00	165.00	1.20	66.00	3.00	165.00
7	PHOSPHORUS FERT NUTR		POUND	55.00	3.00	165.00	1.20	66.00	3.00	165.00
8	POTASSIUM FERT NUTR		POUND	55.00	3.00	165.00	1.20	66.00	3.00	165.00
9	MULCH METHOD 2		ACRE	0.6	4,000.00	2,400.00	3200.00	1,920.00	3000.00	1,800.00
10	TEMP EROS CONTR SEED		POUND	120.00	3.00	360.00	2.00	240.00	2.00	240.00
11	TEMP DITCH CHECKS		FT	48.00	25.00	1,200.00	15.00	720.00	20.00	960.00
12	PERIMETER EROS BAR		FT	150.00	5.00	750.00	3.50	525.00	3.00	450.00
13	INLET & PIPE PROTECT		EACH	3.00	150.00	450.00	100.00	300.00	100.00	300.00
14	AGG BASE CSE A		TON	590.00	35.00	20,650.00	26.50	15,635.00	24.00	14,160.00
15	BIT MATLS PR CT		GAL	492.00	8.50	4,182.00	5.50	2,706.00	6.00	2,952.00
16	BIT MATLS C & S CT		GAL	1,282.00	6.00	7,692.00	3.20	4,102.40	4.00	5,128.00
17	COVER COAT AGG		TON	32.00	150.00	4,800.00	105.00	3,360.00	125.00	4,000.00
18	SEAL COAT AGG		TON	16.00	150.00	2,400.00	194.00	3,104.00	125.00	2,000.00
19	RE-BARS		POUND	100.00	2.25	225.00	4.50	450.00	3.00	300.00
	TOTAL BIDS		% Over(+)/ Under(-) Est.	AS READ						

## 2-2

50

## Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Douglas, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Douglas Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

### WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.


9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2015 to June 30, 2016 and will be submitted for approval annually.

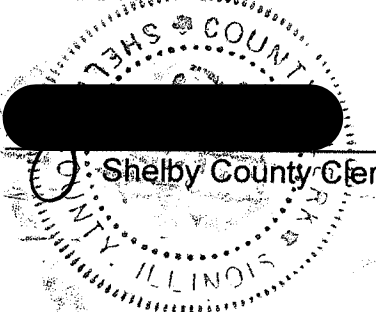
COUNTY OF SHELBY, a body politic and corporate

By:

  
Chairperson, Shelby County Board

ATTEST:

  
Shelby County Clerk



COUNTY OF CLAY, a body political and corporate

By:

  
Chairperson, Clay County Board

ATTEST:

  
Clay County Clerk

## Ordinance

ORDINANCE NUMBER \_\_\_\_\_  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN CLAY COUNTY, ILLINOIS for Fiscal year 2016, beginning on July 1, 2015 and ending on June 30, 2016.

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Clay County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

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

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

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

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

APPROVED by the Chairman of the Clay County Board, this 10<sup>th</sup> day of February 2015., and deposited and filed in the office of the Clay County Clerk of said County on that date.

Elected Board Members 14

PRESENT 13

AYE 13

NAY 0

\_\_\_\_\_

Clerk of Clay County, Illinois

\_\_\_\_\_

Chairman of Clay County, Illinois

## Ordinance

ORDINANCE NUMBER 15-01  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN MOULTRIE COUNTY, ILLINOIS for Fiscal year 2016, beginning on July 1, 2015 and ending on June 30, 2016.

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Moultrie County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

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

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

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

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

APPROVED by the Chairman of the Moultrie County Board, this 11<sup>th</sup> day of February 2015, and deposited and filed in the office of the Moultrie County Clerk of said County on that date.

Elected Board Members 9

PRESENT 9

AYE 9

NAY 0

  
Clerk of Moultrie County, Illinois

  
Chairman of Moultrie County, Illinois

ORDINANCE: 15-01  
BOOK 1 PAGE 204

## Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Douglas, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Douglas Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

### WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.


9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2015 to June 30, 2016 and will be submitted for approval annually.

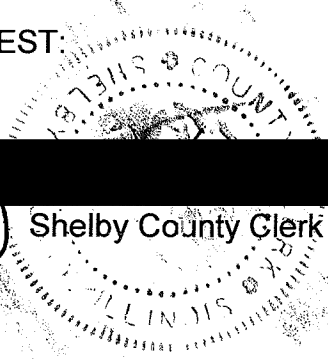
COUNTY OF SHELBY, a body politic and corporate

By:

  
Chairperson, Shelby County Board

ATTEST:

  
Shelby County Clerk



COUNTY OF MOULTRIE, a body political and corporate

By:

  
Chairperson, Moultrie County Board

ATTEST:

  
Moultrie County Clerk



## Ordinance

ORDINANCE NUMBER 01-15  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN MONTGOMERY COUNTY, ILLINOIS for Fiscal year 2016, beginning on July 1, 2015 and ending on June 30, 2016.

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Montgomery County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

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

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

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

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

APPROVED by the Chairman of the Montgomery County Board, this 10<sup>th</sup> day of February, 2015, and deposited and filed in the office of the Montgomery County Clerk of said County on that date.

Elected Board Members 21

PRESENT 19

AYE 19

NAY 0

  
Clerk of Montgomery County, Illinois

  
Chairman of Montgomery County, Illinois

## Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Douglas, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Douglas Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

### WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.


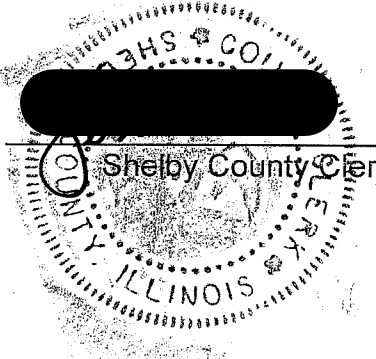
9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2015 to June 30, 2016 and will be submitted for approval annually.

COUNTY OF SHELBY, a body politic and corporate

By:

  
Chairperson, Shelby County Board

ATTEST:

  
  
Shelby County Clerk

COUNTY OF MONTGOMERY, a body political and corporate

By:

  
Chairperson, Montgomery County Board

ATTEST:

  
Montgomery County Clerk

**EFFINGHAM COUNTY PUBLIC TRANSPORTATION  
PROVIDER SERVICE AGREEMENT**

This Agreement made this 3th day of April 2014 between, Rides Mass Transit District (RMTD), a municipal corporation, hereinafter referred to as SERVICE PROVIDER and, C.E.F.S./Central Illinois Public Transit (CIPT), a not-for-profit corporation, hereinafter referred to as ADMINISTRATOR, and Effingham County, herein referred to as GRANTEE.

WHEREAS, it is the mutual concern of the parties hereto that the public transportation services provided hereunder be of high professional quality. NOW THEREFORE, the parties hereto agree as follows:

- (1) This Agreement shall become effective July 1, 2015 for a term from July 1, 2015 to June 30, 2016. Any party upon thirty (30) days written notice may terminate this Agreement.
- (2) This is a public transportation service Agreement. SERVICE PROVIDER agrees, subject to the terms of this Agreement, to transport GRANTEE's general public passengers, as designated by ADMINISTRATOR.
- (3) ADMINISTRATOR will compensate SERVICE PROVIDER for public transit services according to the limits as presented in the schedule and approved budget contained in Addendum I of this Agreement.
- (4) SERVICE PROVIDER shall, for the period of this Agreement and any extension and renewal of the same, carry and maintain in full force and effect the insurance required by this Agreement with such company or companies as are acceptable to ADMINISTRATOR while SERVICE PROVIDER is performing the services contemplated in this Agreement and all such insurance shall be primary and not excessive or contributory with respect to any accident, and SERVICE PROVIDER shall, at a minimum, maintain the following coverage:

PERSONAL INJURY & PROPERTY COMBINED SINGLE LIMIT

DAMAGE LIABILITY INSURANCE \$5,000,000.00 PER OCCURRENCE

WORKER'S COMPENSATION (For SERVICE PROVIDER employees only) Full Statutory Limits

SERVICE PROVIDER will provide insurance coverage at its own cost. SERVICE PROVIDER shall name ADMINISTRATOR and GRANTEE as additional insured and provide ADMINISTRATOR with a certificate of insurance annually for all coverage. SERVICE PROVIDER shall ensure that each insurance carrier will provide written notice to ADMINISTRATOR of any changes in the policy, cancellation or termination of coverage.

- (5) SERVICE PROVIDER shall develop, maintain, and make trip information and reports available to ADMINISTRATOR in monthly billing. These reports will be

## Intergovernmental Agreement

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WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

### WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
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COUNTY OF SHELBY, a body politic and corporate

By:

  
Chairperson, Shelby County Board

ATTEST:

  
Shelby County Clerk

COUNTY OF FAYETTE, a body political and corporate

By:

  
Chairperson, Fayette County Board

ATTEST:

  
Fayette County Clerk

Lease & Salary  
April 5, 2015

Claims were approved

Kay Kearney  
Frank Mulholland  
Paul Bennett

FILED

APR 06 2015

Jessica Fox  
SHELBY COUNTY CLERK

**Law Enforcement Committee**

**Meeting Agenda 04-02-15**

1. Court House Roof
2. Auxiliary Deputies
3. Sheriff's Conference
4. Furnace Repair in the jail
5. Computer Equipment security
6. Mutual Aid agreements
7. Possible Communication solution between Sheriff Office and Fire Departments

**FILED**

APR 02 2015

*Jessica Doy*  
SHELBY COUNTY CLERK



Law Enforcement Committee

Meeting Minuets 04-02-15

The April 2<sup>nd</sup> meeting of the Shelby County Law Enforcement Committee meet at the Sheriff's Office and was called to order by Sheriff Koonce with members present Kay Kearney, Richard Hayden and Bob Simpson. Undersheriff McCall was also present.

Sheriff Koonce reported all work on the Court House roof has been cancelled until current issues can be resolved with the contractor and it is his belief further repairs are not currently needed as the roof is not leaking.

Undersheriff McCall reported over 50 applications for Auxiliary Deputy have been received by the Sheriff's Office and the process will begin next week to find qualified applicants not to exceed eleven Volunteers.

Sheriff Koonce spoke on the recent ISA Sheriff's Conference he attended in Peoria with possible mandates being implemented by the state in regards to consolidated 911 centers. Funding cuts to Shelby County were also discussed. Undersheriff McCall spoke on a request by Coles County 911 to answer and dispatch all of our 911 calls. This request was denied by Sheriff Koonce because of the decreased control and accountability concerns to the community.

A tour of the utility room was taken of the Detention Center focusing on the current failure of the furnace system. Repairs are being made to the system by Macari's.

The committee was shown the newly constructed security cage for the Sheriff's Office computer hard drives. This was constructed because of the recent physical damage and failure of the system.

The sheriff ask the committee if they were aware of any written mutual aid agreements between the Sheriff's Office and other Law Enforcement agencies in the count. None are believed to exist.

Sheriff Koonce spoke to the Committee about a recent meeting with Global Tech and a possible solution for the ongoing communications issues between the Sheriff's Office and Fire Departments.

Respectfully Submitted

Robert McCall

Shelby Count Undersheriff

FILED  
APR 02 2015  
*Jessica Fox*  
SHELBY COUNTY CLERK

Law Enforcement

### **The First 100 Days**

F

I L E

D

APR 06 2015

*Jessica Fox*  
SHELBY COUNTY CLERK

The Shelby County Sheriff's Office has made many changes since December 2015 when Sheriff Don Koonce was installed as Shelby County Sheriff.

- Uniform changes to identify specific job duties
- 10-Hour work schedule allowing at least two deputies on duty at all times and overlapping shifts of up to four deputies after 10:00 p.m.
- Two Sergeants and two Corporals promoted within the ranks allowing a Command officer to be available at all times
- Two Sergeants promoted from the Correctional Officers to increase command, efficiency, and security of the Detention Center
- A Deputies Squad room was created in the basement of the Detention Center
- Implementation of Auxiliary Deputy Force to increase presence in all communities of the County
- Working with all Fire Departments and the Rescue Squad to implement the MABAS system of Emergency Dispatching (Two dispatchers have been sent to a training conference for specific instruction in the emergency dispatch of Fire and EMS departments)
- All reports are now emailed to the States Attorney's Office to cut down on the use of office supplies and staff time
- Reduced the Sheriff's Bonding Fee from \$70 to \$40 and transferred the collection of fees to the Circuit Clerk
- Computer software program upgrades to manage all aspects of the Sheriff's Office from report writing to Dispatching and Jail Booking.
- Partnered with Shelby County Emergency Management to develop an employee and community notification system using cell phone technology to notify the public in a moments notice of developing emergencies in Shelby County
- Attended over 60 board and/or community meetings throughout the county to increase communication between the public and the Sheriff's Office

The implementation of these programs and changes has come at no increase in the Sheriff's Budget and no additional cost to the citizens of Shelby County.

# **ROAD & BRIDGE COMMITTEE**

## **Meeting Minutes March 9th, 2015**

- **Roll Call**
  - **Dave Cruitt, Bruce Cannon, Jesse Durbin, Larry Lenz.**
    - Also in attendance was Alan Spesard
- **Approval of Meeting Last Month's Minutes**
  - **Committee recommended approval**
- **Review Claims** Monthly payroll and claims from the County Bridge, County Highway, FASM, Co. MFT, Local Bridge, Township Construction, Township MFT accounts were reviewed and signed by committee members
  - **Committee recommended approval**
- **New Business:**
  - Resolution to award oil bids
    - Committee recommended approval
  - Engineering Agreement for replacement of Sigel Bridge
    - Committee recommended approval
  - Engineering Agreement for replacement of Oconee Bridge
    - Committee recommended approval
  - Agreement for road use by Ameren CIPS
    - Committee recommended approval
  - Low bidder for Prairie Bridge was Depew & Owen for \$282,288
  - Tower Hill rrxing bid on April 6<sup>th</sup>
  - Richland Bridge ROW from Todd Daniels received project to be bid on April 24<sup>th</sup>
  - Lakewood FEMA reimbursement approved for replacement of Bridge
  - Courthouse Parking Lot estimate was reviewed
  - Trailblazer repairs
  - Equipment replacement priorities include tractor, dump truck, grader. Reviewed equipment replacement budget
  - Sigr. replacement recommendations – will look into options
  - Attended meeting on Marijuana Plant road needs – Okaw Highway Commissioner jurisdiction
  - Roger Haycraft retirement effective March 23<sup>rd</sup>
  - Rear axle repairs for Truck # 14
  - Budget revision for DCEO grant expenses and GCPF grant due June 12<sup>th</sup>
  - Clerk requested us to help destroy/burn old court records.
  - FY16 budget submittal due to Jessica on March 27<sup>th</sup>
- **Old Business:**
  - Notified of contaminated soil in Village of Herrick – State's Attorney - Gina is reviewing
  - Marlin Environmental called about Findlay agreement – I referred them to Gina
  - Significant Budget issues:
    - Clarksburg County Highway grant (\$390K) railroad crossing projects is reimbursable - will require budget revision in 2015
  - Roger submitted Workman's Comp claim – Doctor's permit to not work – Had a settlement 25 years ago – Had surgery on Friday January 9th IPRF – Workers Comp is disputing some of Roger Haycraft's expenses
  - Requested meeting with FEMA to request additional funding reimbursement for Lakewood bridge – Sent release of Lien from Contractor to IEMA – Sent invoice to Lakewood township per Highway Commissioner request (\$49,882.90)

## **ROAD & BRIDGE COMMITTEE**

### **Meeting Minutes March 9th, 2015**

- Highway finances allow for additional project this FY: Review Moweaqua bridge replacement (\$40k); oil/chip, microsurface Findlay road (\$193K), patch Cowden road (\$143K), pay off equipment loan (\$70K) – Fayette County Bridge = \$1.5 million
- Organizing a tire collection day for this summer

- **Adjournment: next months meetings are April 2<sup>nd</sup> and 6<sup>th</sup>**

**ROAD & BRIDGE COMMITTEE**  
**Meeting Minutes**  
**March 6, 2015**

- **Roll Call** in alphabetical order: Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
  - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
  - The annual seal coat oil bids were publicly opened and read for the County and Townships.
- **Adjournment:** Next meeting scheduled for March 9<sup>th</sup> , 2015

# **ROAD & BRIDGE COMMITTEE**

## **Meeting Minutes**

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# **ROAD & BRIDGE COMMITTEE**

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- Organizing a tire collection day for this summer

■ **Adjournment: next months meetings are April 2<sup>nd</sup> and 6<sup>th</sup>**



10:00 A.M.

All Bills were read + approved

10:30

FILED

APR 07 2015

Jessica Day  
SHELBY COUNTY CLERK

Purchasing Committee

April 7, 2015

Present were Gary Gergen Robert Hunter  
Robert Hunter Jim Warner Don Struff Lynn Williams

Bills were presented

Lynn Williams made the motion to approve  
the bills Jim Warner seconded All approved  
Joe Woodall made the motion to adjourn  
Gary Gergen seconded All voted aye

FILED  
APR 07 2015

Jessica Fox  
SHELBY COUNTY CLERK



**FOR IMMEDIATE RELEASE**

March 16, 2015

**CONTACT:**

Jared Rowcliffe (217) 774-1499

## **Press Release**

### **SHELBY COUNTY ASKS RESIDENTS TO SIGN-UP TO RECEIVE LOCAL ALERTS**

*Shelby County Residents Can Now Receive Real Time Public Safety Messages through Nixle*

**Shelbyville, IL** – Shelby County, IL has partnered with Nixle to implement a Community Notification System to alert residents in real-time for localized emergency situations and relevant community advisories.

As a resident, there are several simple ways to register:

1. Text SHELBYEMA to 888777 from your mobile phone
2. Text your Zip-Code to 888777 from your mobile phone
3. Go to [www.shelbycounty-il.com](http://www.shelbycounty-il.com) and sign up via the Nixle Widget
4. Go to [www.scs087.org](http://www.scs087.org) and sign up via the Nixle Widget

Once registered, residents will receive a confirmation text to their mobile device. Residents may also customize their alert settings by going to [www.nixle.com](http://www.nixle.com) and creating a User Profile.

“The ability to relay important public safety messages to our citizens, so that they may take necessary actions to protect themselves and their families, is a great tool to have available to first responders.” noted Jared Rowcliffe, Shelby County EMA Coordinator

The service is secure, reliable and easy to use for Shelby County emergency response officials.

Shelby County Sheriff Don Koonce said, “With this system we can now send messages and ask for tips from citizens, opening channels of information that have been closed before. This system makes our County safer and allows us to respond to emergencies much more efficiently.”

All Alerts will be targeted geographically, allowing residents to receive localized, relevant alerts from Shelby County. Nixle Alerts can be sent via Text, Email, Web, Social Media, and the Nixle Mobile App in an instant. Nixle is partnered with NLETS for unmatched data security, as well as the National Center for Missing and Exploited Children, the National Blue Alert Network, and Google for unmatched reach and two-way information exchange.

###



Animal Control

March 25, 2015

9:00 a.m.

EMA Office

F I L E D

MAR 25 2015

Jessica Fox  
SHELBY COUNTY CLERK

Brad Harrison  
Dr. Spesard  
Kay Kearney  
Joe Woodall  
Bob Jordan  
Penny Standefer  
Carrie Jones  
Dave Crutt  
Dick Gloede

Mr. Gloede proposed a plan to allow the County to have a new Animal Control facility.

- Building site behind former FS (see attached map)
- Property is owned by Community Services
- 708 Board voted to build (up to \$250,000)
- Community Services will pay \$12-14,000 per month to allow clients to work/service the area
- County is to design facility and pay utilities "Business as Usual"
- City of Shelbyville will still enter agreement for 1/3 expenses.
- Enterprise will be paid within 20-24 months and then sell building to County for \$1<sup>00</sup>.

Animal Control Committee will meet with Architect, Dan Allen on Thursday, April 9 @ 9:00 in EMA/Zoning Office

Brad completed training for carrying weapon and will meet with Sheriff Koorse to plan for transporting and storing the weapon

Reviewed and approved bills

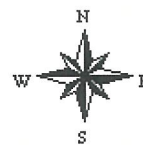


## Aerial Map



**13-11N-3E**  
**Shelby County**  
**Illinois**

map center: 39° 24' 6.15, 88° 48' 53.92  
scale: 3192



3/19/2015

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office. Soils data

Budget Committee

3/26/15

Barb Bennett

Bruce Cannon

Rob Amling

Larry Lenz

Kay Kearney

Gary Gergeni

Frank Mulholland

Dave Cruitt

Don Strohl

FILED  
MAR 28 2015

Also

Jessica Fox  
SHELBY COUNTY CLERK

Jared Rowcliffe - Shelby County EMA, Zoning, PCOM

Debbie Ramey - Treasurer

Sheriff Koonce

Undersheriff McCall

Jessica Fox - County Clerk + Recorder

Robin Yoclety - CPA County Auditor

Gina Vonderheide - State's Attorney

Draft of Audit

Pages 7, 14-15

8% Improvement over previous year due to  
income tax

↑ Sales tax

3 bridges added that go on as assets



Budget Committee 3/26/15

Budget on last year's revenue (pg 15)  
Overall  $\uparrow$  6% generation of fees

Gov proposes to cut back income tax 50%  
511,000 (income tax receipts)

Pg 16

General Fund - also includes fee offices

Coal Rights - Capital Improvement

$\uparrow$  in Fund balance 8%

Revenues  $\uparrow$  2% Expenses disbursed -  $\downarrow$

No new disclosures

Next year pension liability will change  
more info presented in different format - will  
see much more

Items for discussion =

Full disclosure financial statement will always  
be there

Single Audit Section included - make sure  
Fed fund expenditures are included

Budget Committee 3/26/15

Notes  
pg 41  
85-86

2 overbudgets - IMRF  
(down from 5.6)  
(last year)  
all other  
included in County Budget system

Sheriff Trust Fund (3rd year)  
↳ donor grants | (Special Revenue Fund)  
↓  
Independent reported fund in  
fee office

Will be including reconciliation to Dept of  
Human Resources

Robin to contact Alan Spesard regarding  
highway projects

Will have audit report available for  
April meeting

6 month budget review - David reviewed  
highlighted some areas he questioned

Coroner - contingency

IACBM - Dues 750.<sup>00</sup> - Don't pay  
WCDC - 4,442.<sup>00</sup> Job Center benefit (PAY)



Budget Committee -

3/26/15

Sheriff's Budget - Medical Care Prisoners ↑

IMRF - Eco payment 22,142.<sup>20</sup> monthly  
23,075.<sup>08</sup> - monthly rate

Letter to ICC from Shelby County

- staying neutral, oppose imminent domain  
recommends to sent both resolution +  
letter to ICC

Counties + municipalities set own prevailing  
way to keep costs down, create more competition  
eliminate government mandates that are  
unfunded

- would probably primarily affect road +  
bridge business -

PVW ↑ 25-30%

Rep will come and speak to Board

Animal Control - working = Dick Hoede  
will meet with architect to design building  
up to 250,000.- (for profit secs)

Amling motion to enter closed session, Bennett  
second, roll call vote all members vote aye

Closed Session of Budget Committee  
to discuss litigation + personnel

No action taken in Closed Session

Cannon motion to return to Open  
Meeting

Amling seconds

Roll Call Vote = all voting aye

Cruitt motion to adjourn

Cannon second

all aye by voice

Meeting adjourned 11:20 AM

**WEST CENTRAL DEVELOPMENT COUNCIL, INC.**

**116 South Plum Street**

**PO Box 260**

**Carlinville, IL 62626-0260**

**Phone: 217/854-9642**

**FAX: 217/854-8082**

**WCDC  
Policy Board**

**Joe Nord  
Chairman**

**WCDC  
Board of Directors**

**Joe Nord  
Chairman**

**Michael Sherer  
Executive Director**

---

**INVOICE**

West Central Development Council

Invoice Date: January 5, 2015

Gina Wright, Fiscal Coordinator

P.O. Box 260

116 S. Plum

Carlinville, IL 62626


Phone: 217-854-9642

Fax: 217-854-8082

**DUE: JULY, 2015**

TO: Shelby County  
Bruce Cannon, County Chairman  
301 E. Main  
Shelbyville, Illinois 62565

Shelby County WCDC 2015 Dues Amount: \$4,442.40

Signature: 

Michael Sherer  
Executive Director

March 6, 2015

**NOTICE OF BUDGET COMMITTEE MEETING**

There will be a Budget Committee meeting on Wednesday March 26, 2015 at 9:00 AM. This meeting will be held in the Election Room located in the basement of the Shelby County Courthouse OR Courtroom B. The agenda for this meeting is as follows:

1. Robin Yockey, CPA County Auditor – Audit Draft Presentation
2. 6 month Budget review
3. Discuss and review dues invoices from WCDC and IACBM
4. Old Business- Fees(Changes/Additions), Phone Systems Updates
5. CLOSED SESSION – Personnel/Union Negotiations

Respectfully,

Jessica Fox  
Shelby Co. Clerk & Recorder



Public Buildings

March 24, 2015

David Cruitt  
Gary Gergin  
Dale Wetherell  
Ken Barr

Jim Warren  
Frank Mulholland

Chris Tieburg - Consolidated Communication

Also in attendance -

David Woods, Mytec Solutions  
Susan Arthur, Shelby Co Circuit Clerk  
Jared Rowcliff - Shelby Co EMA  
Marlene Waggoner - Shelby Co Supl. of Assessments  
Jessica Fox - County Clerk + Recorder  
Debbie Ramey - County Treasurer  
Don Konce - Sheriff

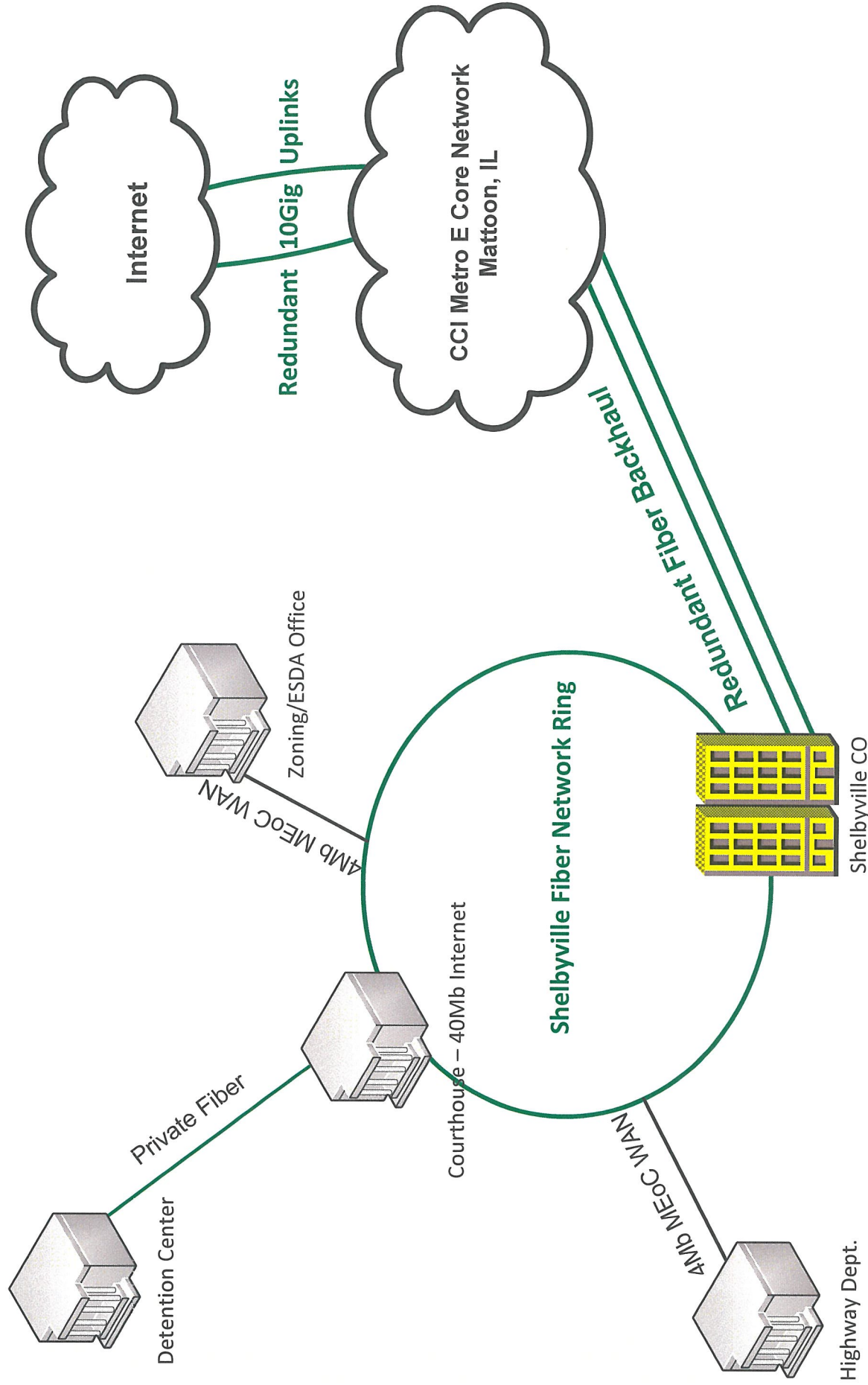
Re: Phone System


- data network discussed in detail

FILED  
MAR 24 2015

Jessica Fox  
SHELBY COUNTY CLERK

# Shelby County – Private WAN Diagram



Consolidated Communications Business Systems - Customer Proprietary Information		TITLE: Shelby County – Private WAN Diagram	
 <b>Consolidated</b> communications	Consolidated Communications 121 South 17 <sup>th</sup> Street Mattoon, Illinois 61938	CUSTOMER NAME:	Shelby, County of
		FILENAME:	Shelby County_WAN Diagram_24MAR2015
		DATE:	March 24, 2015
		DRAWN BY: Chris Niebrugge	

# Shelby County

## Private WAN Proposal, March 24, 2015

### 1 & 3 Year Terms

Site Name	Circuit Type	Bandwidth	NRC	MRC	Notes
Shelby County Courthouse	MEoF w/ Internet	40Mb	\$ 1,228.00	\$ 5,936.00	Fiber build to network's core site
Shelby Co. Detention Ctr.	[private fiber]	N/A	\$ -	\$ 5,499.00	Private fiber build from Courthouse to jail
Zoning/ESDA/Tourism Ofc.	MEoC WAN	4Mb	\$ 250.00	\$ -	Copper Metro E
Shelby Co. Highway Dept.	MEoC WAN	4Mb	\$ 250.00	\$ -	Copper Metro E
			<b>\$ 1,728.00</b>	<b>\$ 11,435.00</b>	

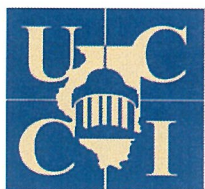
### 5 Year Term

Site Name	Circuit Type	Bandwidth	NRC	MRC	Notes
Shelby County Courthouse	MEoF w/ Internet	40Mb	\$ -	\$ -	Fiber build to network's core site
Shelby Co. Detention Ctr.	[private fiber]	N/A	\$ -	\$ -	Private fiber build from Courthouse to jail
Zoning/ESDA/Tourism Ofc.	MEoC WAN	4Mb	\$ -	\$ -	Copper Metro E
Shelby Co. Highway Dept.	MEoC WAN	4Mb	\$ -	\$ -	Copper Metro E
			<b>\$ 1,150.00</b>	<b>\$ -</b>	

### Optional Sites

Site Name	Circuit Type	Bandwidth	NRC	MRC	Notes
Health Department	MEoC WAN	4Mb	\$ 250.00	\$ -	Copper Metro E
Housing Authority	MEoC WAN	4Mb	\$ 250.00	\$ -	Copper Metro E





## UNITED COUNTIES COUNCIL OF ILLINOIS

March 18, 2015

Dave Cruitt  
County Board Chairman  
Shelby County  
611 North 6th  
Shelbyville, Illinois 62565

F I L E D  
MAR 20 2015

*Jessica Joy*  
SHELBY COUNTY CLERK

**In Re: 25% dues rebate (early payment) 2015**

In keeping with the UCCI pledge to its members, we are pleased to enclose Check Number 13289 in the amount of \$375.00 which represents 25% of your dues paid to UCCI for the year 2015.

We are pleased that the financial stability of our organization allows this rebate of dues; and, acknowledge that your continued support and participation are elements that make up the strong financial position of UCCI ... and, allow it to continue its programs to its members.

Thank you for your interest and participation in the various events and seminars sponsored by UCCI throughout the year. If you have any questions, or we can be of assistance to you in the future, do not hesitate to give our office a call.

Very truly yours,

  
W. Michael McCreery  
Executive Director

Enclosure

*Per Dave Cruitt put back in County Board dues account.*



## Zoning/EMA/PCOM Report

### Shelby County Board Meeting 4/8/15

#### Zoning

9 Building Permits Issued in March.

- 3 Accessory Building
- 4 New Residences
- 1 Modular Home
- 1 Residential Addition

Planning Commission held a Public Hearing on February 19<sup>th</sup> regarding a proposed Zoning Amendment (Ag to Ag with Special Exception) for an Outdoor Recreational Enterprise (Shooting Range). Planning Commission recommends not to approve the proposal.

Petitioner: Robin Pickett  
Section 17 of Cold Spring Township  
Ag to Ag w/ Special Exception

#### EMA

March is Severe Weather Preparedness Month

Participated in three day full scale exercise with Shelby Memorial Hospital from March 10<sup>th</sup> through 12<sup>th</sup>

Nixle Mass Notification System is up and running currently have 536 contacts (as of 3-31-15). Please see attached Press Release.

Finalized Grant Agreement with IEMA for \$36,771.06 for the purpose of developing a Hazard Mitigation Plan. Coles County Regional Planning Commission applied for these funds on our behalf and they will be developing the plan with the cooperation of Shelby County department heads.

#### PCOM

Please Reference PCOM Report in Board Packet.

Construction Meeting held 3/17/15 and 3/31/15, next one to be held 4/14/15, tentatively.

Intergovernmental agreements with Clay, Fayette, Moultrie and Montgomery Counties.

#### March Building Permit Log

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Est. Cost</u>	<u>Fee</u>
15-007	3/9/2015	Lance Montgomery	33; Richland	1614-33-00-100-006	Acc. Building	N/A	N/F
15-008	3/13/2015	Tyler and Tisha Greuel	32; Sigel		New Residence	\$ 160,000.00	\$ 175.00
15-009	3/17/2015	William Schafer	03; Oconee	1116-03-00-400-001	Res. Addition	N/A	\$ 125.00
15-010	3/24/2015	Carla Briscoe	34; Pickaway	1404-34-00-100-006	Modular Home	\$ 138,000.00	\$ 175.00
15-011	3/25/2015	Rodger Koester	31; Ridge		New Residence	\$ 300,000.00	\$ 175.00
15-012	3/30/2015	Paula Tieffel	17; Herrick	0723-17-00-300-002	New Residence	\$ 150,000.00	\$ 175.00
15-013	3/30/2015	James Schrock	23; Shelbyville	2013-23-00-200-002	Acc. Building	N/A	\$ 125.00
15-014	3/30/2015	David Plummer	36; Okaw	1208-36-00-400-007	New Residence	\$ 150,000.00	\$ 175.00
15-015	3/31/2015	Clint Foor	9; Tower Hill	2311-09-00-400-003	Acc. Building	N/A	N/F

# C.E.F.S. Economic Opportunity Corporation

*"Community Action Agency"*



1805 S. Banker Street, P.O. Box 928  
Effingham, IL 62401-0928  
PHONE: (217) 342-2193 ~ FAX: (217) 342-4701  
EMAIL: [cefs@cefseoc.org](mailto:cefs@cefseoc.org)  
WEBSITE: [www.cefseoc.org](http://www.cefseoc.org)

**PAUL D. WHITE**  
*Chief Executive Officer*

March 16, 2015

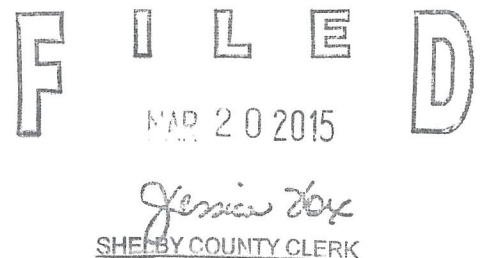
TO: Jessica Fox  
Shelby County Clerk  
301 E. Main  
PO Box 320  
Shelbyville, IL 62565

FROM: Dennis Shiley  
Transportation Director  
1805 S. Banker St.  
Shelbyville, IL 62041

During the month of February, Mobility Manager, Nathan Nichols, attended the Inter-Agency Meeting held on 2/19. He visited area businesses within Shelby County distributing CIPT fliers and CIPT Shelby County calendars. Enclosed are copies of the Shelby County February PCOM report along with back up documentation. Please contact Dennis Shiley, Transportation Director, at 217-342-2193 ext. 161 or by e-mail at [dshiley@cefseoc.org](mailto:dshiley@cefseoc.org) if there are any questions.

Dennis Shiley  
Transportation Director

Enclosures



EQUAL OPPORTUNITY EMPLOYER

**C.E.F.S./Central Illinois Public Transit  
Grant Recipient Monthly Monitoring Outcome Report  
Combined Report for Shelby County Transportation Project**

of Service for Transportation for All Counties are 7:00 A.M. to 5:00 P.M.													
	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Total
Monitoring Indexes													
Number of Days of Service-Shelby	22	21	21	24	18	22	21	19	0	0	0	0	168
Number of Tips	6,021	6,363	8,180	8,818	6,504	6,753	6,854	6,504	0	0	0	0	55,997
Number of Vehicles	29	32	31	32	33	32	32	31	0	0	0	0	28,563
Revenue Vehicle Hours	3,637	3,633	3,770	3,914	3,079	3,625	3,505	3,400	0	0	0	0	356,660
Revenue Vehicle Miles	51,723	44,748	46,927	50,480	38,452	43,321	41,776	39,233	\$0	\$0	\$0	\$0	\$334,633
DOAP Revenues	\$0	\$0	\$146,000	\$0	\$0	\$0	\$188,633	\$0	\$0	\$0	\$0	\$0	\$198,473
5311 Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$198,473	\$0	\$0	\$0	\$0	\$0	\$9,385
JARC Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,385	\$0	\$0	\$0	\$0	\$64,044
Contract Revenues	\$756	\$8,369	\$7,325	\$10,350	\$1,902	\$10,850	\$15,589	\$8,903	\$0	\$0	\$0	\$0	\$21,473
Fares	\$1,762	\$2,195	\$4,372	\$2,266	\$4,033	\$2,341	\$2,336	\$2,168	\$0	\$0	\$0	\$0	\$980,979
System Expenses	\$90,426	\$156,824	\$113,989	\$123,609	\$112,295	\$117,221	\$136,809	\$129,806	\$0	\$0	\$0	\$0	-\$352,971
Net Revenues	-\$87,908	-\$146,260	\$43,708	-\$110,993	-\$106,360	-\$104,030	\$268,222	-\$109,350	\$0	\$0	\$0	\$0	4,764
Ridership	570	593	642	685	594	578	565	537	0	0	0	0	593
Trip Denials	71	57	102	140	36	70	66	51	0	0	0	0	10
Trip Denied but Provided	3	0	1	1	1	2	2	0	0	0	0	0	\$17,52
Cost per Trip	\$15.02	\$24.65	\$13.94	\$14.02	\$17.27	\$17.36	\$19.96	\$19.96	\$0.00	\$0.00	\$0.00	\$0.00	\$34.34
Cost per Hour	\$24.86	\$43.17	\$30.24	\$31.58	\$36.47	\$32.34	\$39.03	\$38.18	\$0.00	\$0.00	\$0.00	\$0.00	\$2.75
Cost per Mile	\$1.75	\$3.50	\$2.43	\$2.45	\$2.92	\$2.71	\$3.27	\$3.31	\$0.00	\$0.00	\$0.00	\$0.00	203
Maintenance of Vehicles	26	27	25	26	23	25	25	26	0	0	0	0	0
Maintenance of Facilities	0	0	0	0	0	0	0	0	0	0	0	0	24
New Service Contracts	2	7	3	4	4	3	0	1	0	0	0	0	1
Overtime Hours	0	0	0	0	0	0	0	0	0	0	0	0	1
Complaints	0	0	1	0	0	0	0	0	0	0	0	0	4
Vehicle Accidents	0	0	0	0	1	3	0	0	0	0	0	0	0.454
Vehicle Index Outcomes/Efforts	0.049	0.052	0.066	0.072	0.053	0.055	0.056	0.053	0.000	0.000	0.000	0.000	
Annualized Mobility Index	0.586	0.603	0.667	0.715	0.699	0.692	0.688	0.682	0.606	0.545	0.496	0.454	
(Note - Annual Goal is .69)													
Quarterly Reporting			First			Second			Third			Fourth	Year to
Fare Box Recovery Ratio			2.31%			2.45%			1.69%			0.00%	2.19%
Subsidy per D/R Trip			\$7.10			\$0.00			\$29.68			\$0.00	\$9.69
Avg. Miles per Trip			6.97			5.99			6.06			0.00	6.37
Subsidy per Mile			\$1.02			\$0.00			\$4.89			\$0.00	\$1.52
Revenue per Mile			\$1.19			\$0.24			\$5.25			\$0.00	\$1.76
Shelby County Rural Population													
Shelby County	22,363												
Montgomery County	14,846												
Fayette County	30,104												
Douglas County	22,140												
Clay County	19,980												
Total Population	13,815												
	123,248												

**FILED**  
JUN 20 2015

*Jessica Boy*  
SHELBY COUNTY CLERK

**C.E.F.S./Central Illinois Public Transit  
Grant Recipient Monthly Monitoring Outcome Report**

**Shelby County**

	of Service for Shelby County Transportation are 7:00 A.M. to 5:00 P.M.												Total
	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	
<b>Monitoring Indexes</b>													
Number of Days of Service	22	21	21	24	18	22	21	19					168
Number of Trips	1,408	1,544	1,992	2,397	1,638	1,864	1,844	1,706					14,393
Number of Vehicles	7	8	8	9	9	8	8	8					7,999
Revenue Vehicle Hours	1,011	914	1,140	1,199	823	1,060	902	950					91,192
Revenue Vehicle Miles	12,358	11,112	11,529	13,134	9,952	12,031	11,336	9,740					\$63,560
DOAP Revenues			\$27,740				\$35,840						\$36,999
5311 Revenues							\$36,999						\$1,783
JARC Revenues								\$1,783					\$38,430
Contract Revenues	\$756	\$5,203	\$5,183	\$5,281	\$240	\$5,518	\$10,743	\$5,506					\$4,876
Fares	\$177	\$236	\$344	\$358	\$2,896	\$312	\$276	\$277					\$231,922
System Expenses	\$21,531	\$32,584	\$27,938	\$30,223	\$28,552	\$28,527	\$30,170	\$32,397					\$86,254
Net Revenues	-\$20,598	-\$27,145	\$5,329	-\$24,584	-\$25,416	-\$22,697	\$53,688	-\$24,831	\$0	\$0	\$0	\$0	1,085
Ridership	102	120	157	157	127	139	148	135					76
Trip Denials	5	11	8	7	6	11	18	10					3
Trip Denied but Provided	0	0	0	0	1	0	2	0					\$16,11
Cost per Trip	\$15.29	\$21.10	\$14.03	\$12.61	\$17.43	\$15.30	\$16.36	\$18.99	\$0.00	\$0.00	\$0.00	\$0.00	\$28.99
Cost per Hour	\$21.30	\$35.65	\$24.51	\$25.21	\$34.69	\$26.91	\$33.45	\$34.10	\$0.00	\$0.00	\$0.00	\$0.00	\$2.54
Cost per Mile	\$1.74	\$2.93	\$2.42	\$2.30	\$2.87	\$2.37	\$2.66	\$3.33	\$0.00	\$0.00	\$0.00	\$0.00	54
Maintenance of Vehicles	7	6	8	7	5	6	7	8					0
Maintenance of Facilities	0	0	0	0	0	0	0	0					2
New Service Contracts	0	1	1	0	0	0	0	0					0
Overtime Hours													0
Complaints	0	0	0	0	0	0	0	0					2
Vehicle Accidents	0	0	0	0	0	2	0	0					0.644
Mobility Index Outcomes/Efforts	0.063	0.069	0.089	0.107	0.073	0.083	0.082	0.076	0.000	0.000	0.000	0.000	
Annualized Mobility Index	0.756	0.792	0.884	0.985	0.964	0.970	0.973	0.965	0.858	0.772	0.702	0.644	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Shelby County	22,363												

**COUNTY CLERK RECORDER REPORT  
FOR PERIOD OF  
SEPT. 2014 - FEB. 2015**

	CO. FUNDS	RE STAMPS
RECORDING BALANCE	\$189,487.56	\$25,950.00
RECORDING	\$107,850.00	
R E STAMPS	\$66,768.75	
CERTIFIED COPIES	\$6,317.00	
XEROX	\$6,428.60	
MARRIAGE LICENSE	\$5,460.00	
DOMESTIC VIOLENCE FUND 78 @ \$5.00 EA	\$390.00	
NOTARY PUBLIC	\$195.00	
TAX REDEMPTION	\$6,072.00	
VARIOUS FEES		
MISCELLANEOUS	\$2,636.92	
 TOTAL RECIEPTS	 \$202,118.27	
RE STAMPS RECEIVED		\$47,400.00
 RECEIPTS PLUS BEGINNING BALANCE	 \$391,605.83	 \$73,350.00
 TRANSFERRED TO COUNTY TREASURER	 \$149,606.16	
RHSP TO STATE	\$15,606.00	
PURCHASE OF TRANSFER STAMPS	\$44,320.00	
DEATH CERT90 @ \$4.00 EACH	\$360.00	
AUG - JAN DOMESTIC VIOLENCE FUND	\$495.00	
 TOTAL PAYMENTS	 \$210,387.16	
 REAL ESTATE STAMPS SOLD		\$44,540.50
ENDING BALANCE	\$181,218.67	\$28,809.50
TOTAL	\$391,605.83	\$73,350.00
 FUNDS ON HAND		
BANK CHECKING ACCT	\$169,700.98	
CASH ON HAND	\$11,517.69	
TOTAL	\$181,218.67	

I, JESSICA FOX, COUNTY CLERK & RECORDER, DO HEREBY CERTIFY THAT THIS IS A TRUE REPORT OF THE MONIES RECEIVED AND TRANSACTIONS OF THE OFFICE OF SHELBY COUNTY CLERK & RECORDER FOR THE PERIOD OF SEPTEMBER 2014 THROUGH FEBRUARY 2015.

DATED: MARCH 20, 2015

  
\_\_\_\_\_  
COUNTY CLERK & RECORDER  
JESSICA FOX

**GIS**

1919	doc @	\$1.00	\$1,919.00
1919	doc @	\$22.00	\$42,218.00

**EARNINGS**

1919	doc @	\$3.00	\$5,757.00
------	-------	--------	------------

**FEES** \$114,474.67

**TOTAL**

1685	doc @	\$9.00	\$15,165.00
1685	doc @	\$0.50	\$842.50
1685	doc @	\$0.50	\$842.50
			<u>\$181,218.67</u>

DEATH CERT 79 @ \$4.00=	\$316.00
-------------------------	----------



# C.E.F.S. Economic Opportunity Corporation

"Community Action Agency"



Effingham, Illinois 62401-0928  
PHONE: (217) 342-2193 ~ FAX: (217) 342-4701  
E-MAIL: [cefs@cefseoc.org](mailto:cefs@cefseoc.org)  
WEBSITE: [www.cefseoc.org](http://www.cefseoc.org)

PAUL D. WHITE  
Chief Executive Officer

FILED  
MAR 24 2015

Jessica Fox  
SHELBY COUNTY CLERK

## Memorandum:

TO: Jessica Fox, Shelby County Clerk & Recorder

FROM: Paul D. White, Chief Executive Officer

DATE: March 20, 2015

RE: Information about the IHDA Rental Housing Support Program (RHSP) Operated by C.E.F.S. Economic Opportunity Corporation

C.E.F.S. Economic Opportunity Corporation wants to share with your county our agency's involvement in administering the Rental Housing Support Program. The agency has prepared the following information that should be able to answer the questions that local County Clerks and County Boards may have about the collection and expenditure of Rental Housing Support Program funds in the areas that C.E.F.S. Economic Opportunity Corporation serves.

As you know the Rental Housing Support Program utilizes \$10.00 surcharge on real estate document recording fees. The Illinois Housing Development Authority administers these funds to us as the local administering agency. The Illinois Association Community Action Agencies distributes the funds to local community action agencies to serve downstate Illinois. C.E.F.S. Economic Opportunity Corporation works together with area landlords to offer subsidized rental units (apartments/houses) in our seven county service area to assist extremely low and severely low income households (15% to 30% area median income(AMI) which varies by county). The households must have some income to pay a portion of their rent (based on income, and the amount is generally around 30% of the household income).

Listed below are the yearly funds by county that have been used to assist low-income households with rental assistance payments: Yearly Totals

### 2012

Clay	Effingham	Fayette	Shelby	Moultrie	Christian	Montgomery
\$3,892	\$1,165	\$12,199	\$5,712	\$9,132	\$7,539	\$24,138

### 2013

Clay	Effingham	Fayette	Shelby	Moultrie	Christian	Montgomery
\$3,612	\$3,384	\$35,505	\$51,254	\$20,194	\$17,189	\$37,276

### 2014

Clay	Effingham	Fayette	Shelby	Moultrie	Christian	Montgomery
\$4,617	\$2,205	\$37,461	\$57,517	\$17,639	\$27,313	\$43,381

### 2015 (Year to Date)

Clay	Effingham	Fayette	Shelby	Moultrie	Christian	Montgomery
\$1,446	\$735	\$9,219	\$15,507	\$9,409	\$7,530	\$8,818

EQUAL OPPORTUNITY EMPLOYER

C.E.F.S. Economic Opportunity Corporation will continue to pursue contracts with interested local landlords and secure as many rental units as we are able to fund through the program, as the subsidy payments help relieve the financial burden of many extremely and severely low income households in our service area. Without the Rental Housing Support Program, many of these extremely and severely low income households would be unable to secure safe and affordable housing while meeting their other basic needs.

I hope that this information gives your county information on the collection and use of real estate document recording fees. Feel free to share this information with your County Board. It is important to know that a portion of the funds that each county collects returns to the county. While it may not be dollar for dollar returned to your county -- it is great to know that all of the funds collected do not end up North of I-80.

If you have any questions please feel free to contact me at 217/342-2193 x121 or by email at [pwhite@cefseoc.org](mailto:pwhite@cefseoc.org) or Barbra Waymire, Outreach Director at 217/342-2193 ext. # 126 or by email at [bwaymire@cefseoc.org](mailto:bwaymire@cefseoc.org)

Enclosure

Cc: Barbara Waymire  
File

March 27, 2015

**SCHEDULE**  
**SHELBY COUNTY BUDGET PROCESS**

**DATES/TIMELINE ARE SUBJECT TO CHANGE**

**Fiscal Year September 1, 2015 – August 31, 2016**

<b><u>March 27th</u></b>	Proposed Fiscal Year (FY) 2015-2016 budget due in the office of County Clerk
<b><u>April 15<sup>th</sup></u></b>	9:00 A.M. Meeting of the Budget Committee for first review of proposed FY 2015-2016 budgets (additional meetings will be called as required) (Courtroom B)
<b><u>May 20th</u></b>	Meeting of the Budget Committee to continue review of proposed FY 2015-2016 departmental budgets and first review of estimated revenues (Election Room Courthouse basement)
<b><u>June 17<sup>th</sup></u></b>	Review of Budget Amendments; Conferences with department supervisors to discuss budget committee recommendations, if needed (Election Room Courthouse basement)
<b><u>July 8th</u></b>	County Board Meeting – presentation and approval of proposed FY 2015-2016 budgets, FY 14-15 Budget Amendments also submitted for County Board approval
<b><u>July 9th</u></b>	Proposed budget available for public inspection
<b><u>July 15th</u></b>	Meeting of the Budget Committee for FY 15-16 Budget items (if needed) (Courtroom B)
<b><u>August 12<sup>th</sup></u></b>	County Board Meeting – 9:00 A. M. – adoption of FY 2015-2016 Budget
<b><u>August 19<sup>th</sup></u></b>	9:00 A. M. Meeting of Budget Committee regarding Shelby County Tax Levies (Election Room)
Between <b><u>August 20-31</u></b>	Publication of TRUTH-IN-TAXATION ACT if required
<b><u>September 9th</u></b>	Public Hearing Shelby County Tax Levies - 8:45 A.M. (if needed) County Board Meeting - 9:00 A. M. – adoption of FY 2015-2016 tax levies (Date subject to change must approve levy no later than November Board meeting)
Prior to <b><u>August 12th</u></b>	Publication of Budget Summary



March 27, 2015

**NOTICE OF CLOSED UNION NEGOTIATING COMMITTEE MEETING**

There will be a meeting of the Union Negotiating Committee (Cruitt, Cannon, Bennett, Kearney and Mulholland) on Tuesday April 14, 2015 at 10:00 AM. Shelby County Labor Relations Attorney Ed Flynn will also be in attendance. This meeting will be held in Jury room B of the Shelby County Courthouse.

Respectfully,

Jessica Fox  
Shelby Co. Clerk & Recorder

March 31, 2015

**NOTICE OF BUDGET COMMITTEE MEETING**

There will be a Budget Committee meeting on Wednesday April 15, 2015 at 9:00 AM. This meeting will be held in Courtroom B of the Shelby County Courthouse. The agenda for this meeting is as follows:

1. Review of Conflict Public Defender Walter Lookofsky's Agreement with Shelby County for Services
2. FY 2015-2016 Departmental Budget Review

Respectfully,

Jessica Fox  
Shelby Co. Clerk & Recorder

**April 2015 County Board Appointments**

Larry Lenz, Shelby County Farmland Assessment Committee

**MOTION – SECOND - VOTE VOICE AFTER EACH INDIVIDUAL APPOINTMENT**

Wes Durbin, Shelby County Farmland Assessment Committee

Jesse Durbin, Cooperative Extension Committee

Gary Gergeni, Cooperative Extension Committee

Don Strohl, Cooperative Extension Committee

Shelby County Treasurer  
Monthly Report of Investments  
1-Apr-15  
Bank Balance: \$12,881,038.35

Passbooks, Money Markets,  
& Certificates of Deposits

Checking & Cash

\$ 642,947.67	MMD		
\$ 1,926,145.55	MMD	General Fund	\$ 66,551.87
\$ -			
\$ -		County Payroll Clearing	\$ 16,891.18
\$ -			
\$ -		Section 105 Claims	\$ 10,000.00
\$ -			
\$ 63,215.00	PB	County Health Fund	\$ -
\$ -	CD		
\$ 22,265.27	MMD	County Health-TB	\$ -
\$ 37,862.31	MMD		
\$ 61,222.46	MMD	Animal Control Fund	\$ -
\$ 23,569.76	MMD		
\$ 98,867.37	PB	Ambulance Fund	\$ -
\$ 153,203.47	MMD		
\$ 1,246,291.12	MMD	Mental Health Fund	\$ -
\$ -			
\$ 1,091,229.11	PB	IMRF Fund	\$ -
\$ -			
\$ 272,395.83	PB	Social Security Fund	\$ -
\$ 54,652.57	CD & MMD		
\$ 47,723.08	PB	Indemnity Fund	\$ -
\$ -			
\$ 1,108.13	PB	Court Security Fund	\$ -
\$ -			
\$ 151,846.37	MMD	County Bridge Fund	\$ -
\$ -			
\$ 158,763.52	PB	County Highway Fund	\$ -
\$ -			
\$ 399,690.40	MMD	FASM Fund	\$ -
\$ -			
\$ 782,583.42	MMD	County Motor Fuel Tax Fund	\$ -
\$ -			
\$ 5,515.71	PB	Tourism Fund	\$ -
\$ 97,844.99	CD & MMD		
\$ 289,900.69	PB	Probation Fund	\$ -
\$ -	CD & MMD		
\$ 14,048.59	PB	Assist Court Fund	\$ -
\$ -			
\$ 546.96	PB	Law Library Fund	\$ -
\$ -			
\$ 22,553.97	PB	Automation Fund	\$ -
\$ -			
\$ 154,655.66	PB	Recording Fund	\$ -
\$ -			
\$ 3,960.10	PB	Drug Traffic Fund	\$ -
\$ 65,290.91	CD		
\$ 13,482.00	MMD	Airport Fund	\$ 248.38
\$ -			
\$ 7,221.60	PB	CEFS	\$ -
\$ 242,848.87	CD & MMD		
\$ 739,979.59	MMD	Home Nursing Fund	\$ -
\$ -			
\$ -		W.I.C. Fund	\$ 66,367.33
\$ -			
\$ 144,820.13	MMD	Local Bridge Fund	\$ -
\$ -			
\$ -		Township Bridge Fund	\$ 29,790.57
\$ -			
\$ -		Township Construction Fund	\$ 300.23

\$ -	MMD		
\$ 1,579,960.09	MMD	Township Motor Fuel Tax	\$ -
\$ -			
\$ 1,149.87	PB	Estate Tax Fund	\$ -
\$ -			
\$ 276,311.85	PB	Minor Unknown Heirs Fund	\$ -
\$ -			
\$ 2,299.70	PB	Probation Drug Testing	\$ -
\$ 42,712.14	MMD		
\$ 229,162.86	PB	Drainage Fund	\$ 8,894.93
\$ -			
\$ 36,743.12	PB	Document Storage Fund	\$ -
\$ 82,494.25	MMD		
\$ 99,632.35	PB	Misc County Health Fund	\$ -
\$ 17,671.43	MMD		
\$ 5,570.58	PB	Litigation Fund	\$ -
\$ 209,102.42	CD		
\$ 252,017.18	PB	Revolving Loan Fund	\$ -
\$ -			
\$ 14,315.99	PB	Victim Impact Panel Fund	\$ -
\$ -			
\$ 771.22	PB	States Attorney Forf Fund	\$ -
\$ -			
\$ 9,958.89	PB	Rescue Squad Fund	\$ -
\$ -			
\$ 29,396.91	PB	DUI Equipment Fund	\$ -
\$ -			
\$ 280,738.96	PB	GIS Fund	\$ -
\$ -	CD		
\$ 323,097.36	MMD	Capital Improvement Fund	\$ -
\$ -			
\$ -		Pet Population	\$ 17,827.78
\$ -			
\$ 13,313.52	MMD	EMA Special Fund	\$ -
\$ -			
\$ 1,834.59	PB	SA Automation Fund	\$ -
\$ -			
\$ 2,598.92	PB	Drug Court Fund	\$ -
\$ -			
\$ 1,716.12	PB	Tax Sale Automation Fund	\$ -
\$ -			
\$ 66,414.46	MMD	County Highway Misc Grant	\$ -
\$ -			
\$ -		County Health Petty Cash	\$ 135.64
\$ -			
\$ -		Probation Petty Cash	\$ 50.00
\$ -			
\$ -		County Treasurer Cash	\$ 5,000.00
			\$ 12,839,294.87

County Collector Accounts

Shelby County State Bank-Checking	\$ 1,069.24
Busey Bank-Checking	\$ 10,000.00
National Bank at Pana	\$ 1,003.75
First National Bank of Assumption	\$ 214.02
Community Banks of Shelby County-Cowden	\$ 334.18
Shelby County State Bank-Strasburg	\$ 330.44
First Federal Savings & Loan-Shelbyville	\$ 520.57
Busey Bank-Real Estate Tax Trust Account	\$ 1,394.20
Shelby County State Bank-Shelbyville-Money Marke	\$ 9,766.87
Busey Bank-Money Market	\$ 12,213.06
Ayars State Bank-Moweaqua	\$ 822.03
Shelby County State Bank-Findlay	\$ 302.67
First National Bank of Pana	\$ 280.56
Peoples Bank of Pana	\$ 210.09
Prairie Nationa	\$ 225.58
Shelby County State Bank-Windsor Branch	\$ 223.25
Dewitt Federal Savings & Loan-Moweaqua	\$ 143.96
Sigel Community Bank	\$ 313.78
Shelby County State Bank-Moweaqua	\$ 219.32
Illinois Epay	\$ 2,155.91
	\$ 41,743.48

CERTIFICATE OF DEPOSITS  
April 1, 2015

General Fund(001) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>642,947.67</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>37,862.31</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>23,569.76</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>153,203.47</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>9,652.57</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>97,844.99</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>117,848.87</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>82,494.25</u>
Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 8/7/2015	
.15% Interest	\$ <u>45,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 8/13/2015	
.25% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151	
.10% Interest	\$ <u>209,102.42</u>
Airport(022)	\$ <u>65,290.91</u>
TOTAL	\$ <u>1,609,817.22</u>