

March 4, 2009

SHELBY COUNTY BOARD MEETING AGENDA

March 11, 2009 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. George Frazier on behalf of the Shelby County Historical Society – Removal of Old Tax Bills
5. Solid Waste Committee Chair Richard Hayden - Five Year Municipal Waste Management Plan Resolution
6. Health Administrator Steve Melega – NPDES Permit Update
7. County Highway Engineer Alan Spesard – Highway Engineer’s Report
8. Zoning Administrator Dennis Harris – Zoning Report
9. Committee Reports
10. Chairman Brooks Updates
11. Chairman Brooks Appointments
12. Correspondence
13. Public Body Comment
14. Adjournment

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

REMINDERS: Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

March 11, 2009 – 9:00 A.M.

The Shelby County Board met on Wednesday, March 11, 2009, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Paul Brooks called the meeting to order and all present recited the Pledge of Allegiance. In celebration of 4-H week, the County Board members were treated to cinnamon rolls this morning by the Shelby County John Jordan Jaybirds 4-H club members. The members recited the 4-H Pledge. Chairman Brooks thanked the members for the refreshments.

The Clerk called the roll. Jim Warren was absent.

Minutes for the February 11, 2009 Board and March 3, 2009 Budget meetings were presented for approval.

MOTION: Barbara Bennett made motion to approve the minutes of the February 11th Board and March 3rd Budget meetings as presented.

Norma Stewart seconded the motion.

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

George Frazier, on behalf of the Shelby County Historical Society, requested that old tax records being stored in the Historical Society be moved to the County's storage building. The Historical Society plans to utilize the space currently used to store the tax bills. Mr. Frazier, also, noted that the Society's limited hours of operation limit researcher access to the information as required by state statute.

MOTION: Rob Amling made motion to approve giving the Public Buildings Committee the authority to act on the Historical Society's request to move the old tax bills.

Robin Robertson seconded the motion.

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

Richard Hayden, Chairman of the Solid Waste Committee, presented the Solid Waste Five Year Plan Update Resolution for approval.

MOTION: Richard Hayden made motion to approve the Solid Waste Five Year Update Resolution as presented.

Richard Reynolds seconded the motion.

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

At this time, Health Administrator Steve Melega explained that the proposed NPDES legislation cannot get out of committee. If the committee meets today and the legislation doesn't go anywhere, it will have to be reintroduced. Mr. Melega will have further updates for the Board as information is available.

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard presented for approval the Resolution for Participation in the State of Illinois Federal Surplus Property Program.

MOTION: Robin Robertson made motion to approve the Federal Surplus Property Program Resolution as presented.

Norma Stewart seconded the motion.

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

Mr. Spesard requested approval for a Petition to replace Bridge #087-3194 over Coal Creek where the same is crossed by the highway TR 303 at a point near SW ¼, SW ¼, Section 12, T10N, R1E in Oconee Township. Estimated cost to repair is \$400,000.00. Cost share is to be 80% Federal, 16% State and 4% shared equally between the County and Oconee Township.

MOTION: Dale Wetherell made motion to approve the Petition to replace Bridge #087-3194 in Oconee Township at an estimated cost of \$400,000.00 as presented.

Rob Amling seconded the motion.

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

Mr. Spesard requested approval for a 50/50 Petition to replace a culvert over an unnamed tributary where the same is crossed by the highway TR 112 at a point near the SW ¼, NW ¼, Section 1, T10N, R2E in Cold Spring Township. Estimated cost to repair is \$1,400.00. Cost share is to be shared equally between the County and Cold Spring Township.

MOTION: Robert Amling made motion to approve the Petition to repair a culvert in Cold Spring Township at an estimated cost of \$1,400.00 as presented.

John "Jack" Roessler seconded the motion.

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

Shelby County Board Meeting
March 11, 2009

Continuing, Mr. Spesard requested approval for a 50/50 Petition to replace a culvert over an unnamed tributary where the same is crossed by the highway TR 68 at a point near the SE ¼, SE ¼, Section 32, T10N, R2E in Cold Spring Township. Estimated cost to repair is \$1,000.00. Cost share is to be shared equally between the County and Cold Spring Township.

MOTION: Dale Wetherell made motion to approve the Petition to repair a culvert in Cold Spring Township at an estimated cost of \$1,000.00 as presented.
Barbara Bennett seconded the motion.
VOTE: All voted aye by voice and the motion carried.

Next, Mr. Spesard presented for approval the Local Agency (LA) Agreement for Federal Participation between the State and Shelby County for funding of the Bridge (#087-3213) Project in Prairie Township. Cost share is 80% Federal, 16% State and 4% shared equally between the County and Township. Estimated cost is \$220,000.00.

MOTION: Dale Wetherell made motion to approve the LA Agreement for funding of the Bridge (#087-3213) Project as presented.
Glenn R. "Dick" Clark seconded the motion.
VOTE: All voted aye by voice and the motion carried

Mr. Spesard presented for approval the LA Agreement for Federal Participation between the State and Shelby County for funding of the Bridge (#087-3138) Project in Ash Grove Township. Cost share is 80% Federal, 16% State and 4% shared equally between the County and Township. Estimated cost is \$282,000.00.

MOTION: Robert Behl made motion to approve the LA Agreement for funding of the Bridge (#087-3138) Project as presented.
Richard Reynolds seconded the motion.
VOTE: All voted aye by voice and the motion carried

The last agreement, presented by Mr. Spesard, was a LA Agreement for Federal Participation between the State and Shelby County for funding of the Bridge (#087-3173) Project in Richland Township. Cost share is 80% Federal, 16% State and 4% to be shared equally between the County and Township. Estimated cost is \$300,000.00.

MOTION: Jesse Durbin made motion to approve the LA Agreement for funding of the Bridge (#087-3173) Project as presented.
Robin Robertson seconded the motion.
VOTE: All voted aye by voice and the motion carried.

Mr. Spesard requested approval to give the Highway Department permission to declare a 1992 Chevrolet Caprice station wagon, 1993 Ford F150 truck and a 1995 Ford F250 truck as surplus and the right to take bids on the disposition of those vehicles.

MOTION: Glenn R. "Dick" Clark made motion to approve the request to grant the Highway Department authority to declare the above stated vehicles as surplus and the right to take bids on their disposition as was presented.
Robert Jordan seconded the motion.
VOTE: All voted aye by voice and the motion carried.

Briefly describing the \$14 million dollars in projects that were submitted by Shelby County for the Federal stimulus package, Mr. Spesard explained that the County was awarded \$487,714.00 from the 2009 American Recovery and Reimbursement Act (ARRA). The Road and Bridge Committee reviewed the qualifying projects for the ARRA dollars. County Highway #15, FAS #713, Project Section 00-00220-06 RS, within Tower Hill has previously been approved by the Board for improvement. Mr. Spesard requested approval of the Resolution to use these funds for the resurfacing of this road at an estimated cost of \$500,000.00. The departments FASM account will be used for any construction and engineering costs not reimbursed by the ARRA funds.

MOTION: Robert Behl made motion to approve the Resolution to replace County Highway #15, FAS #713, Project Section 00-00220-06 RS, located within Tower Hill and use the ARRA and FASM funds for this project as presented.
John "Jack" Roessler seconded the motion. Discussion followed.
VOTE: All voted aye by voice and the motion carried.

Ending his report, Mr. Spesard gave the Board some highlights and updates on the work in the County Highway Department. The annual oil letting is scheduled for April 2 at the highway department. What was described as a "long journey" before House Bill (HB) 1037 becomes law; Mr. Spesard reported that the bill has moved out of the House Transportation Committee. Mr. Spesard continues to give testimony to legislators in support of HB 1037. In his continuing effort to help with the passage of this bill, Mr. Spesard along with the Legislative Committee will meet with the Illinois Association of County Engineers to strengthen support for HB 1037.

Shelby County Board Meeting
March 11, 2009

Zoning Administrator Dennis Harris updated the Board on the activities of the Zoning office. Mr. Harris highlighted the Zoning monthly report. Mr. Harris stated that two zoning violations were investigated and one has been resolved at this time. Updating the Board on Senate Bill 0078 known as the Manufactured Home Installation Act, Mr. Harris stated the bill is still in committee but has gained two new co-sponsors. Not all accessory building permits are being applied for as required. Discussion followed regarding penalties for failure to obtain zoning permits. Mr. Harris thanked Mr. Melega and the Health Department staff for the cooperation the Zoning office receives from them.

Chairman Brooks called for Committee Reports.

Dale Wetherell, Public Buildings Committee member, addressed the Board to request permission for the committee to acquire bids to change the old lighting to new energy efficient lighting for all county buildings. The committee will report back to the Board regarding bids. Casner Ind. Lighting evaluated the County's lighting and wattage needs in order for the Public Building Committee to make application for lighting grants from the Illinois Clean Energy Commission.

MOTION: Dale Wetherell made motion to approve the request by the Public Buildings Committee to acquire bids to change the County buildings to new energy efficient lighting. Richard Hayden seconded the motion. Discussion followed and Mr. Casner answered questions from the Board.

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

Mr. Hayden, Chairman of the Law Enforcement Committee, stated the computer panel project in the Detention Center is nearly completed. Sheriff Miller presented the 2009 Lake Shelbyville Law Enforcement Services Cooperative Agreement Plan of Operation – Shelby County. Sheriff Miller explained the one change from last years agreement was the addition of water patrol. The hourly rate is now \$54.45 per hour. The maximum allowable cost of this contract is \$23,304.60. Discussion followed.

MOTION: Glenn R. "Dick" Clark made motion to approve the 2009 Lake Shelbyville Law Enforcement Services Cooperative Agreement Plan of Operation – Shelby County as presented. Richard Hayden seconded the motion.

VOTE: All voted aye by voice with the exception of two nay votes and the motion carried.

Gary Bryant, Emergency Services and Disaster Agency (ESDA) Coordinator, updated the Board on the status of the IEMA accreditation application for the ESDA office which was submitted in July, 2008. The partial reimbursement of up to \$15,000.00 for salary and office expenses hinges on receiving this accreditation. The application has been returned to Mr. Bryant for a few corrections. Mr. Bryant reported the changes to the application should be completed by September and the application will be resubmitted. Joe Sims informed the Board that the County should locate emergency housing for county offices in the event of a disaster, such as fire.

At this time, Chairman Brooks requested the following appointments.

Shelby County Zoning Board of Appeals appoints Betsy Stilabower.

MOTION: Richard Reynolds made motion to approve the Chairman's appointments as presented. Joe Sims seconded the motion.

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

Having no updates or correspondence, Chairman Brooks called for Public Body Comment.

Paula Rae Johnson, TIF Consultant for the Village of Strasburg, updated the Board on the village's TIF district proposal. The district includes approximately 1/3 of Strasburg of which 85% will be the business district. Mrs. Lantz, County Clerk, thanked Ms. Johnson for their cooperation while working with the County Clerk's office. Ms. Johnson thanked the Board for the opportunity to address them.

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

MOTION: Glenn R. "Dick" Clark made motion to assess mileage and per diem for the March meetings, to pay the bills and payroll as approved by the Committees and adjourn until the next regular meeting to be held on April 8, 2009. Fred Doerner seconded the motion.

VOTE: All voted aye by voice, motion carried and the meeting was adjourned at 10:25 A.M.


Kathy A. Lantz
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

March 11, 2009 SESSION

		ROLL CALL			QUESTIONS									
			3 / 11 / 2009	/ / 200	ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓											
110	BARR, KENNETH	50	✓											
116	BEHL, ROBERT H.	42	✓											
117	BENNETT, BARBARA	40	✓											
29	BROOKS, PAUL		✓											
45	CANNON, BRUCE	26	✓											
133	CLARK, GLENN "DICK"	12	✓											
25	DOERNER, FRED		✓											
214	DURBIN, JESSE	12	✓											
490	FRAZIER, GEORGE		✓											
177	HAYDEN, RICHARD	44	✓											
193	JORDAN, ROBERT N.	31	✓											
206	LENZ, LARRY	26	✓											
457	PAULEY, ROGER	18	✓											
458	REYNOLDS, RICHARD JR.	32	✓											
181	ROBERTSON, ROBIN		✓											
148	ROESSLER, JOHN JACK	12	✓											
221	SIMS, TERRY JOE	24	✓											
137	STEWART, NORMA J.	52	✓											
46	STROHL, DON	45	✓											
329	WARREN, JAMES	28	✓											
44	WETHERELL, DALE	46	✓											

RESOLUTION 2009-05
(Five Year Waste Plan Update)

WHEREAS, Shelby County adopted a Twenty Year Solid Waste Management Plan in as required by the Illinois State Law in the Illinois Compiled Statutes, Chapter 415, Sections 15/1 et seq., commonly known as the "Solid Waste Planning and Recycling Act".

AND WHEREAS, the Solid Waste Planning and Recycling Act requires that Shelby County adopt a Five Year Municipal Waste Management Plan Update in the Illinois Compiled Statutes, Chapter 415, Section 15/5(e).

AND WHEREAS, the Shelby County Board has prepared a Five Year Municipal Waste Management Plan Update which has been reviewed by the Illinois Environmental Protection Agency and found to be in compliance with the Illinois Solid Waste Planning and Recycling Act.

THEREFORE, BE IT RESOLVED that Shelby County, in order to be in compliance with Illinois State Law and to encourage the conservation of our natural resources, hereby adopts the attached Fifteen Year Municipal Waste Management Plan Update to the original Twenty Year Solid Waste Management Plan.

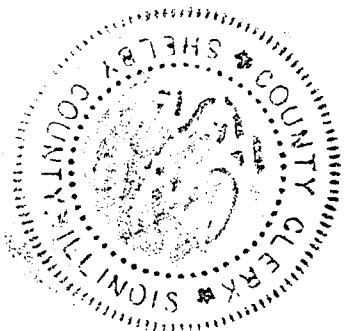
Dated: March 11, 2009



Paul Brooks, Chairman
Shelby County Board

Attest: 

Kathy A. Lantz
Shelby County Clerk



*Federal Stimulus
Property Program*


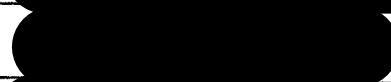


TO: THE SHELBY COUNTY BOARD

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

RESOLUTION	<u> X </u>
PETITION	<u> </u>
AGREEMENT	<u> </u>

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

Resolution No. 2009 - 06

**RESOLUTION FOR PARTICIPATION IN
STATE OF ILLINOIS
FEDERAL SURPLUS PROPERTY PROGRAM**

(County of Shelby
(STATE OF ILLINOIS

WHEREAS, the County of Shelby has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property; and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

WHEREAS, the County of Shelby agrees to the following terms and conditions: to use the surplus property only in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

WHEREAS, the County of Shelby understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed;


THEREFORE, WE THE ELECTED OFFICIALS of County of Shelby do hereby consent and decree that the County of Shelby is authorized to participate in the State of Illinois Federal Surplus Property Program.

Trustee: _____

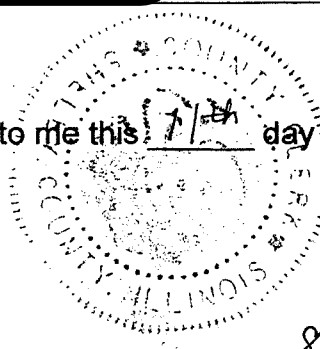
Trustee: _____

Trustee: _____

Trustee: _____

Chairman: 

Subscribed and sworn to me this 11th day of March, 2009.



Clerk: 

O'Connell Bridge 00-3194

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____

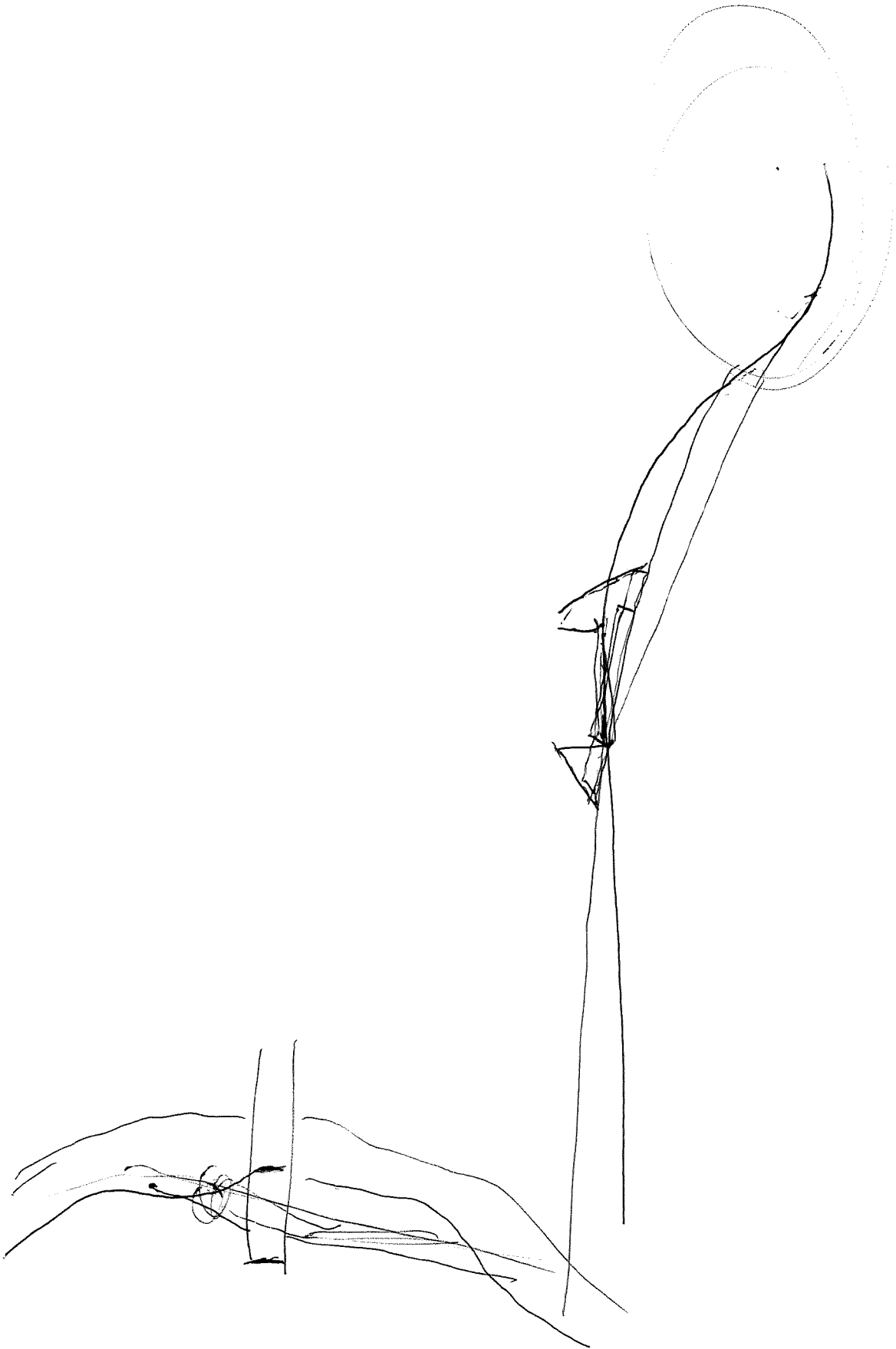
PETITION X

AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[Redacted signature area]



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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Oconee in said County, would respectfully represent that Bridge 087-3194 needs to be replaced over the Coal Creek where the same is crossed by the highway TR 303 at a point near SW 1/4, SW 1/4 Section 12; R1E; T10N; 3rd PM in said Road District, for which said work the Road District of Oconee is

responsible; and the cost of which work will be four hundred 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 6th day of March 2009



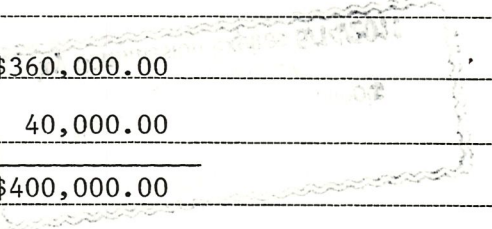
Highway Commissioner.

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

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

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

<u>Bridge Replacement -</u>	<u>\$360,000.00</u>
<u>Engr. & Const. -</u>	<u>40,000.00</u>
	<u>\$400,000.00</u>



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

Witness my hand, this 6th day of March 2009



Highway Commissioner.

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

ROAD DISTRICT OF

OCONEE

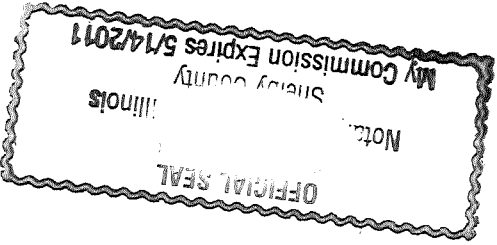
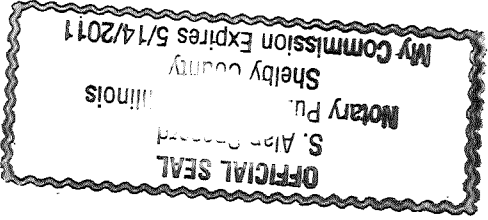
SHELBY
COUNTY, ILLINOIS

FILED
MAR 11 2009

Robert A. Slutz
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.



Subscribed and sworn to before me, this 6th day of March, 2009

Highway Commissioner.

Four hundred 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

being duly sworn, on oath says that _____ Oconee Highway Commissioner of said Road District of

Malcolm Gasner

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

50-50
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 the 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 fourteen 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 4th day of March 2009



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 -	800.00
LABOR, MAT'L, EQUIP. -	600.00
	<u>1400.00</u>

and I do estimate that the probable cost of the same will be fourteen hundred Dollars.

Witness my hand, this 4th day of March 2009



Highway Commissioner.

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

ROAD DISTRICT OF

COLD SPRING

SHELBY

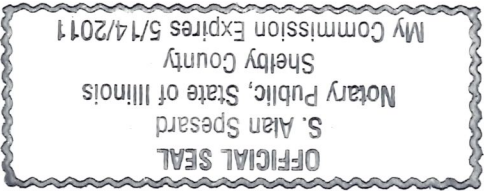
COUNTY, ILLINOIS

F I L E D
MAR 11 2009

Kathryn A. Slanty
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.



Subscribed and sworn to before me, this 4th day of March, 2009

Highway Commissioner.

STATE OF ILLINOIS,
County of Shelby
Road District of Cold Spring
ss. }
Donald Simpson
Highway Commissioner of said Road District of
Cold Spring
being duly sworn, on oath says that
fourteen 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.

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

91

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

Witness my hand, this 5th day of March 2009

Highway Commissioner.

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

ROAD DISTRICT OF

COLD SPRING

SHELBY

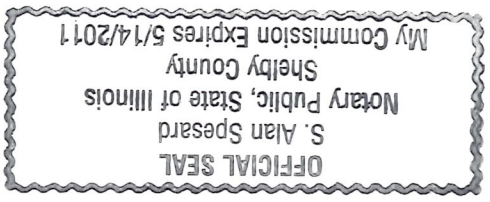
COUNTY, ILLINOIS

FILED
MAR 11 2009

Kathy A. Hunt
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.



STATE OF ILLINOIS,
County of Shelby }
Road District of Cold Spring }
ss. Donald Simpson
Highway Commissioner of said Road District of
Cold Spring _____
being duly sworn, on oath says that
one 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 5th day of March _____ 2009

08-1513 00BR
ST. Agreement


TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____
PETITION _____
AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency	State Contract	Day Labor	Local Contract	Force Account
	Shelby County	X			
	Section	Fund Type	ITEP Number		
	08-15131-00 BR	HBP			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-087-09	BROS-173(167)				

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

Location

Local Name _____ Route TR 336A Length 525 ft
 Termini 1.1 miles Southwest of Stewardson over Wolf Creek

Current Jurisdiction Prairie Township Existing Structure No 087-3213

Project Description

Replace existing bridge with PPC deck beam bridge and approach work

Division of Cost

Type of Work	FHWA	%	TBP	%	LA	%	Total
Participating Construction	176,000	(80)	35,200	(16)	8,800	(4)	220,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	12,320	(80)	3,080	(20)	15,400
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
TOTAL	\$ 176,000		\$ 47,520		\$ 11,880		\$ 235,400

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A—Lump Sum (80% of LA Obligation) _____
 METHOD B— _____ Monthly Payments of _____
 METHOD C—LA's Share 44,000.00 divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

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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 certify 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 receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

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

ADDENDA


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

Number 1 Location Map Number 2 Jurisdiction


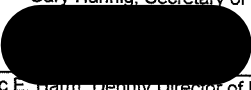

(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Paul Brooks
 Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.
 Signature 
 Date 3/11/2009
 TIN Number 376200119

APPROVED

State of Illinois, Department of Transportation

Gary Hamm, Secretary of Transportation
 BY:  7-14-09
Eric E. Hamm, Deputy Director of Highways Date

Christine M. Reed, Director of Highways/Chief Engineer

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

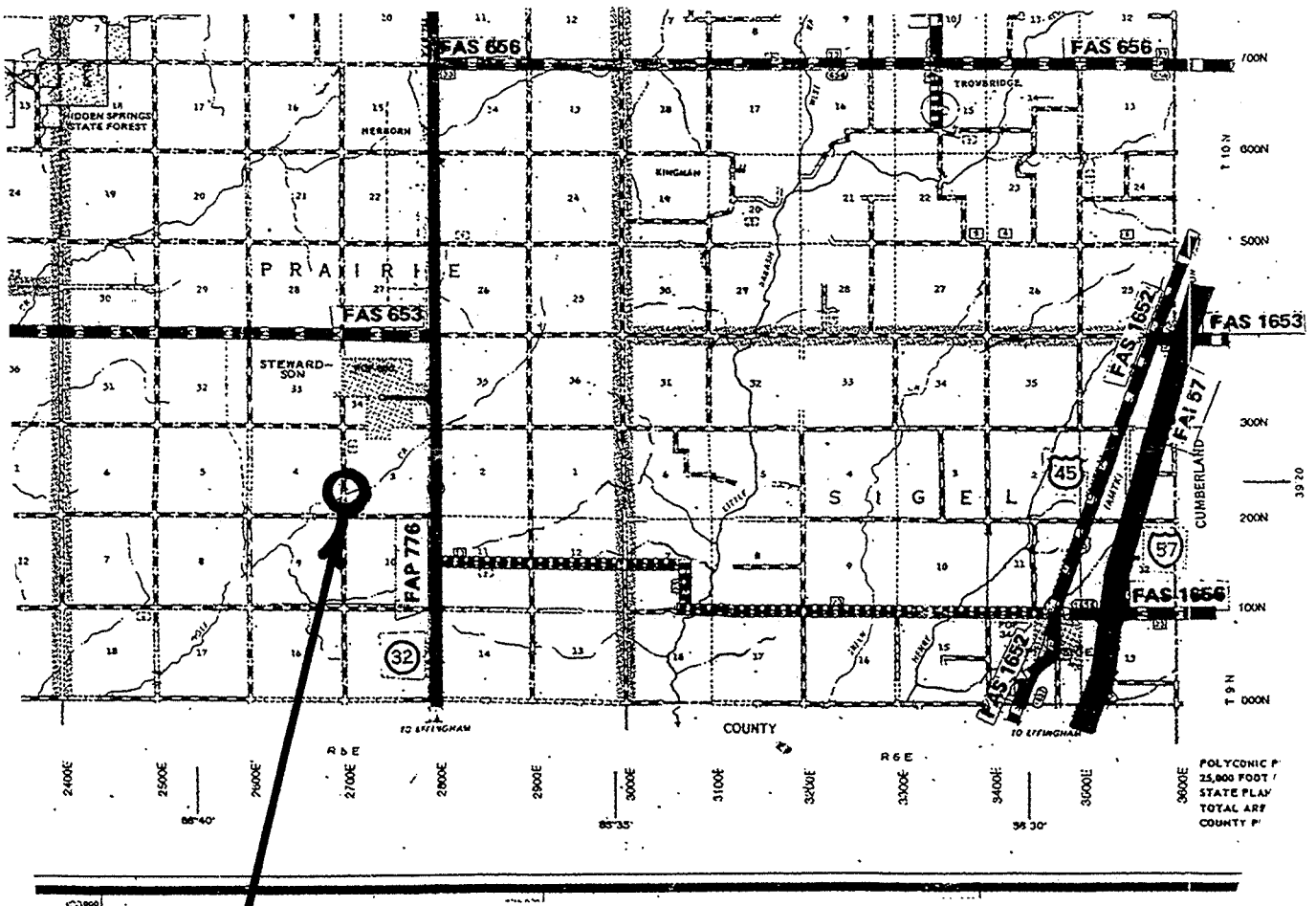
N/A
Ellen J. Schanzle-Haskins, Chief Counsel

N/A
Ann L. Schneider, Director of Finance and Administration



5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



087-3213

LOCATION MAP

Prai: ?
08-15131-00BR

ADDENDUM # 2

Jurisdiction

The ROAD DISTRICT hereby agrees:

1. To the implementation of the subject improvement by the STATE and COUNTY.
2. To retain jurisdiction of the completed improvement.
3. To maintain or cause to be maintained in a manner satisfactory to the STATE and THE FHWA, the completed improvement.



Highway Commissioner

3/13/09

Date



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Cc	RR Force Account
Section 06-01124-00 BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-086-09	BROS-173(166)				

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

Location

Local Name _____ Route TR 183 Length 950 ft
 Termini 4.9 miles Southeast of Windsor over Sexson Branch

Current Jurisdiction Ash Grove Township Existing Structure No 087-3138

Project Description

Replace existing bridge with PPC deck beam bridge and approach work

Division of Cost

Type of Work	FHWA	%	TBP	%	LA	%	Total
Participating Construction	225,600	(80)	45,120	(16)	11,280	(4)	282,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	15,792	(80)	3,948	(20)	19,740
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
TOTAL	\$ 225,600		\$ 60,912		\$ 15,228		\$ 301,740

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share 56,400.00 divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGREES

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
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- (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.
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Engineer's Payment Estimates in accordance with the Division of Cost on page one.

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- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
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 - (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;
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- (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.
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- (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.
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- (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) 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.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
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- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1 Location Map Number 2 Jurisdiction


(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Paul Brooks

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


Signature 

Date 2/11/2009


TIN Number 376200119


APPROVED


State of Illinois
Department of Transportation


Gary Harnig, Secretary of Transportation

Date 7-16-09

 7/14/09
Christine M. Reed, Director of Highways/Chief Engineer Date

 7-7-09
Ellen J. Schanzle-Haskins, Chief Counsel Date

 7/3/09
Ann L. Schneider, 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.

Ash Cove
06-01120-00BR

ADDENDUM # 2

Jurisdiction

The ROAD DISTRICT hereby agrees:

1. To the implementation of the subject improvement by the STATE and COUNTY.
2. To retain jurisdiction of the completed improvement.
3. To maintain or cause to be maintained in a manner satisfactory to the STATE and THE FHWA, the completed improvement.



Highway Commissioner

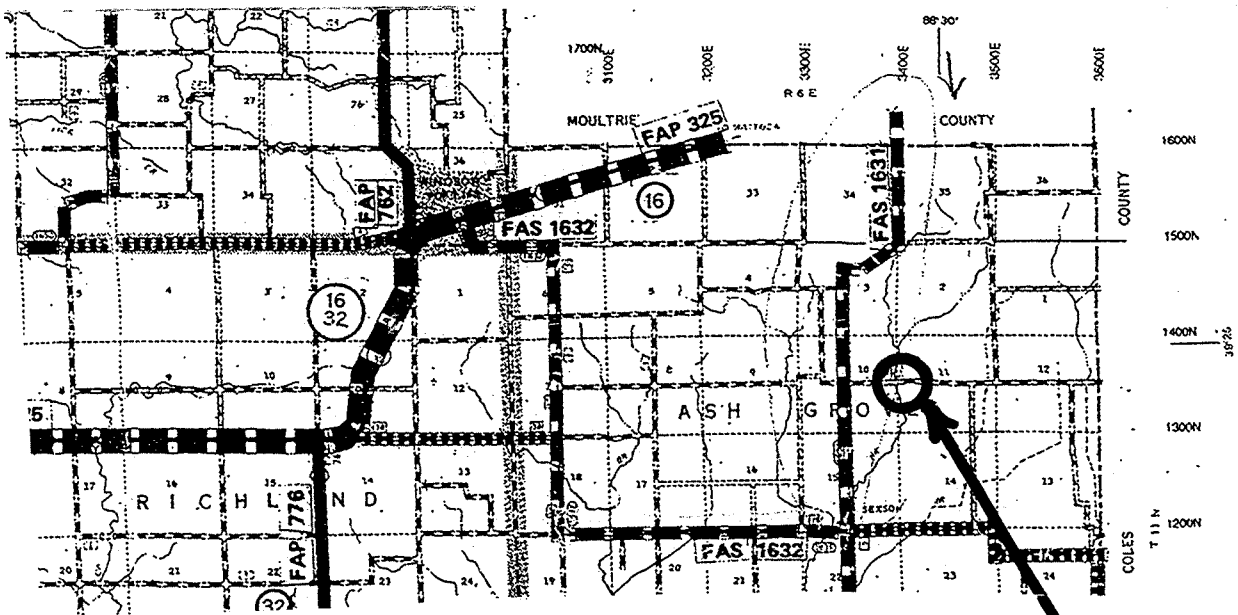
3-10-09

Date



5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



087-3138

LOCATION MAP

ADDENDUM NO. 1



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Cor	RR Force Account
Section 01-16117-00 BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-072-09	BROS-173(162)				

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

Location

Local Name _____ Route TR 338 Length 1050 ft
 Termini 3 miles West of Strasburg over Unnamed Stream

Current Jurisdiction Richland Township Existing Structure No 087-3173

Project Description

Replace existing bridge with PPC deck beam bridge and approach work

Division of Cost

Type of Work	FHWA	%	TBP	%	LA	%	Total
Participating Construction	240,000	(80)	48,000	(16)	12,000	(4)	300,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	16,800	(80)	4,200	(20)	21,000
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
TOTAL	\$ 240,000		\$ 64,800		\$ 16,200		\$ 321,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share 60,000.00 divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

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

ADDENDA


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

Number 1 Location Map Number 2 Jurisdiction

(Insert addendum numbers and titles as applicable)


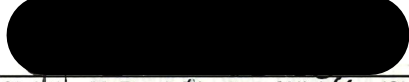


The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Paul Brooks
 Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.
 Signature 
 Date 3/11/2009
 TIN Number 376200119

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

APPROVED

State of Illinois
 Department of Transportation

 Gary Hannig, Secretary of Transportation
 Date 7-16-09
 7/14/09
 Christine M. Reed, Director of Highways/Chief Engineer Date
 7-7-09
 Ellen J. Schanzle-Haskins, Chief Counsel Date
 7/8/09
 Ann L. Schneider, Director of Finance and Administration Date

Kitch and
01-16117-00BR

ADDENDUM # 2

Jurisdiction

The ROAD DISTRICT hereby agrees:

1. To the implementation of the subject improvement by the STATE and COUNTY.
2. To retain jurisdiction of the completed improvement.
3. To maintain or cause to be maintained in a manner satisfactory to the STATE and THE FHWA, the completed improvement.



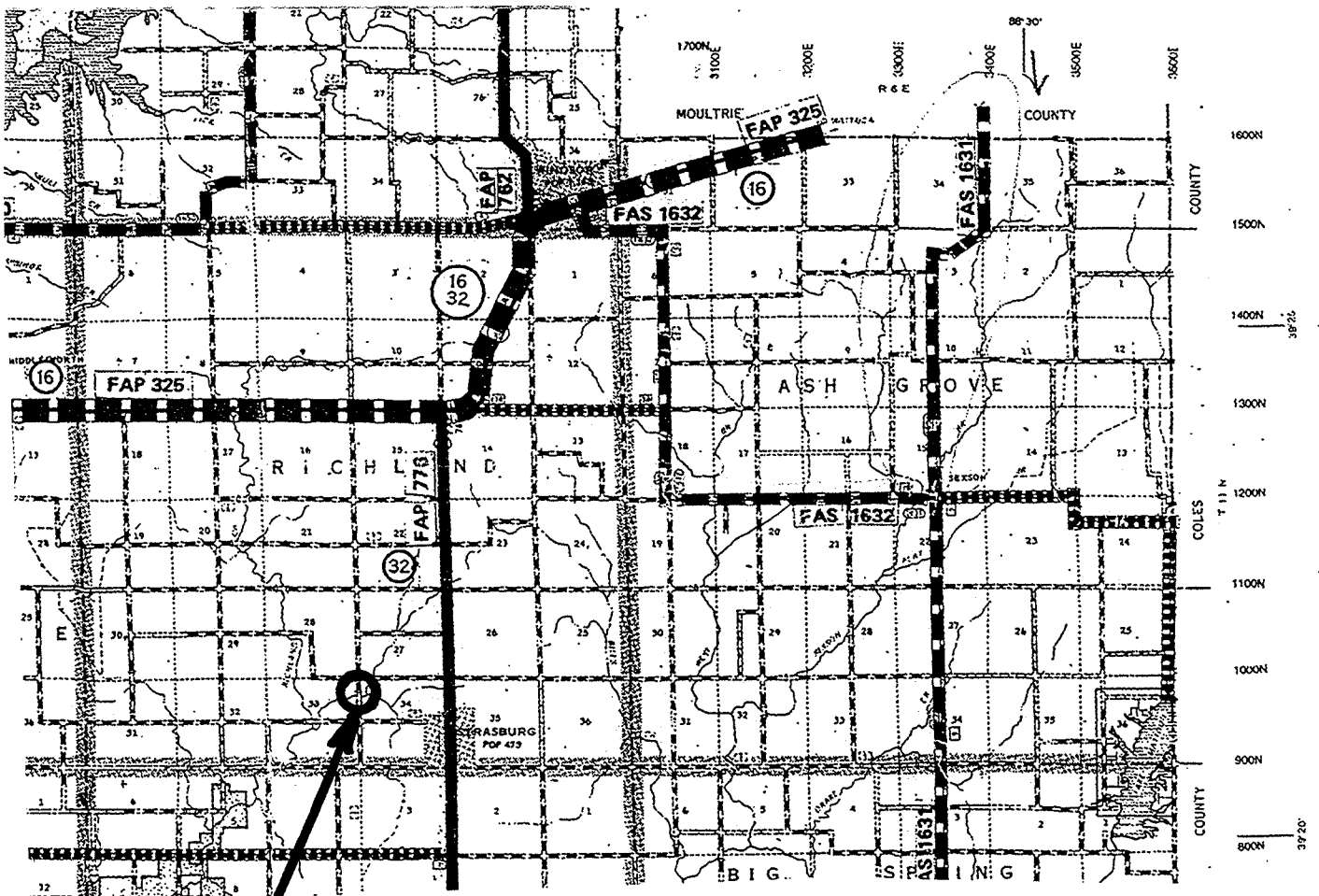
Highway Commissioner

Mar 10, 2009
Date



5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



LOCATION MAP

087-3173

ADDENDUM NO. 1

Sale surplus vehicles




TO: THE SHELBY COUNTY BOARD

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

RESOLUTION X
PETITION
AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

RESOLUTION NO. 2009 - 07

WHEREAS, THE SHELBY COUNTY HIGHWAY DEPARTMENT has a 1992 Chevrolet Caprice station wagon, a 1993 Ford F150 truck, and a 1995 Ford F250 truck that are not needed.

THEREFORE, BE IT RESOLVED that the County Board of Shelby County, give the Shelby County Highway Department permission to declare a 1992 Chevrolet Caprice station wagon, a 1993 Ford F150 truck, and a 1995 Ford F250 truck as surplus and the right to take bids on the disposition of same.

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

I, Kathy Lantz County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on March 11, 2009.
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 11th day of March A.D. 2009.

COUNTY CLERK

Tower Hill Rd
Improvement
00-00220-06 RS

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

A large black rectangular redaction covers the signature and name of the committee member. The redaction is positioned over several horizontal lines, likely representing a signature line and a name line.

RESOLUTION NO. 2009 - 08

WHEREAS, County Highway #15, FAS #713, Project Section 00-00220-06 RS, located within the Village limits of Tower Hill, Shelby County, is in need of resurfacing.

And,

WHEREAS, this highway was previously approved by the County Board to be improved.

And,

WHEREAS, This road is eligible for funding by the American Recovery and Reinvestment Act (ARRA) of 2009.

THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Shelby County Board that engineering and construction for the replacement of this road is approved.

BE IT FURTHER RESOLVED, by the Shelby County Board that funds from the Shelby County Highway Department's FASM account be utilized for any construction and engineering costs not reimbursed by the ARRA.

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

I, Kathy Lantz, County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on March 11, 2009.

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 11th day of March, A.D. 2009.



COUNTY CLERK



February, 2009, Zoning Administration report to the Shelby County Board for their consideration

- (5) Building permits issued
- (3) New residential permits
- (1) Accessory building
- (1) Grain bin

- (3) Final inspections/occupancy were completed
- (2) Building permit violations were investigated. One has been resolved, the other is in the preliminary stages and will probably be more complex than most.

No rezoning, variance, special exception requests were made during the month.

Respectfully,
Denny Harris
Zoning Administrator

**Zoning Administration
Monthly Report
2009**

	January	February	March	April	May	June	July	August	September	October	November	Year Total
Building Permits												
Residence (Mobile, Modular, and Co Additions to Residence	3	3										
Accessory Buildings	1	1										
Grain Bins		1										
Commercial/Additions	1											
Billboard/Sign												
Zoning Applications												
Rezoning	0	0										
Special Exceptions	0	0										
Variances	0	0										
Sub Divisions	0	0										
Preliminary Plat	0	0										
Final Plat	0	0										
Fees Received	\$1,025.00	\$525.00										
Last Year	\$ 1,950.00	\$1,100.00	\$1,700.00	\$2,165.00	\$2,900.00	\$1,620.00	\$2,375.00	\$1,750.00	\$ 1,105.05	\$ 1,715.00	\$ 1,110.00	\$ 525.00
												\$16,965.05

Casner Ind. Lighting
R.R. 2 Box 171A
Tower Hill, IL 62571

March 7, 2009
 Shelby Ct. Energy Audit

Sheriff Dept. Office

<i>Fixture Now Used</i>	<i>Quantity</i>	<i>Wattage</i>	<i>Total Wattage</i>	<i>Recommend</i>	<i>Quantity</i>	<i>Wattage</i>	<i>Total Wattage</i>	<i>Watts saved</i>
3 lamp 4 foot T12	12	152	1,824	3 F32 lamps 1 ballast	12	90	1,080	744
4 lamp 4 foot T12	25	192	4,800	2 F23 lamps 1 ballast	25	60	1,500	3,300
2 lamp 4 foot T12	12	96	1,152	2 F32 lamps 1 ballast	12	60	720	432
2 lamp U/6 T12	6	96	576	2 F32 U/6 1 ballast	6	60	360	216
40 watt exit fixture	2	40	80	L.E.D. exit fixture	2	3	6	74
Totals			8,432				3,666	4,766

Jail

<i>Fixture Now Used</i>	<i>Quantity</i>	<i>Wattage</i>	<i>Total Wattage</i>	<i>Recommend</i>	<i>Quantity</i>	<i>Wattage</i>	<i>Total Wattage</i>	<i>Watts saved</i>
4 lamp 4 foot T12	14	192	2688	2 F32 lamps 1 ballast	14	60	840	1,848
2 lamp 4 foot T12	54	96	5,184	2 F23 lamps 1 ballast	54	60	3240	1,944
40 watt exit	4	40	160	L.E.D. exit fixtures	4	3	12	157
Totals			8,032				4,092	3,940

Note.... lack of emergency backup lighting fixtures in Jail.

Court House

Basement Level

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
2 lamp 4 foot T12	23	96	2,208	2 F32 lamps 1 ballast	23	60	1,380	828
4 lamp 4 foot T12	24	192	4,608	2 F32 lamps 1 ballast	24	60	1,440	3,168
2 lamp 8 foot T12	2	168	336	2 F96T8 lamps 1 ballast	2	100	200	136
4 lamp 8 foot T12	6	336	2,016	new 4 lamp 8 foot F32 wrap fixture	6	120	720	1,296
150 incandescent	1	150	150	1 lamp F32 strip fixture	1	30	30	120
40 watt exit fixture	2	40	80	L.E.D. exit fixture	2	3	6	74
Totals			9,398				3,776	5,622

1st floor

Hallway

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
No change needed								

County Treasurer

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
4 lamp 4 foot T12	15	192	2,880	4 F32 lamps 1 ballast	15	120	1,800	1,080
Totals			2,880				1,800	1,080

Note This room needs new fixtures, if this were done watts used would be lowered to 780, a savings of 2,100 watts.

County Clerk

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
4 lamp 8 foot T12	13	336	4,368	2-F96T8 lamps 1 ballast	13	100	1,300	1,300
4 lamp 4 foot T12	2	192	384	2 F32 lamps 1 ballast	2	60	120	264
Totals			3,984				1,420	2,565

Sup. Of Assessments

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
2 lamp 8 foot T12	11 +	168	1,848	2 F96T8 lamps 1 ballast	11	100	1,100	748
4 lamp 4 foot T12	2 +	192	384	2 F32 lamps 1 ballast	2	60	120	264
2 lamp 4 foot T12	1 -	96	96	2 F32 lamps 1 ballast	1	60	60	36
Totals			2,328				1,280	1,048

Note.. 4 foot fixtures need to be replaced

Jury Room B

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
4 foot 4 lamp T12	3 -	192	576	2 F32 lamps 1 ballast	3	60	180	396
2 lamp T12 U/6	3 -	96	288	2 F32 T8 U/6	3	60	180	108
Totals			864				360	504

Court Room B

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
4 lamp 4 foot T12	10 -	192	1,920	2 F32 lamps 1 ballast	10	60	600	1,320
Totals			1,920				600	1,320

Judges Chambers Unknown

Elevator Entry

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
2 lamp 4 foot T12	1 -	96	96	2 F32 lamps 1 ballast	1	60	60	36
Totals			96				60	36

Note... No Exit Lights on this floor

2 Lamp Ballast - 5.
4 Lamp Ballast - 11
96 Ballast - 34
F32 Lamps - 22
96 Lamps - 18
F32 U/6 Lamp - 18

2th floor

Circuit Clerk

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
2 lamp 4 foot T12	24	96	2,304	2 F32 lamps 1 ballast	24	60	1,440	864
Totals			2,304				1,440	864

States Att. Office

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
2 lamp 4 foot T12	12	96	1,152	2 F32 lamps 1 ballast	12	60	720	432
4 lamp 4 foot T12	2	192	384	2 F32 lamps 1 ballast	2	60	120	264
Totals			1,536				840	696

Genealogy Records Room

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
4 lamp 4 foot T12	12	192	2,304	2 F32 lamps 1 ballast	12	60	720	1,584
Totals			2,304				720	1,584

Restrooms, Entry & Storage Room

Fixture Now Used	Quantity	Wattage	Total Wattage	Recommend	Quantity	Wattage	Total Wattage	Watts saved
2 lamp 4 foot T12	6	96	576	2 F32 lamps 1 ballast	6	60	360	216
60 watt incandescent	7	60	420	2 lamp wrap fixture	3	60	120	300
Totals			996				480	516

Note... No exit light fixtures on this floor.
 Sheriff & Jail savings in watts.....8,715
 Court House savings in watts.....14,515
 Total watts savings.....23,230

2 Lamp Gibraltar - 42
 4 Lamp ballast - 14
 1 Lamp strip - 3
 F32 Lamps - 115

Recommended products, quantities, & cost
 Shelby Ct Sheriff Department & Jail

12 of a 3 lamp electronic ballast @ \$16.50 each	\$198.00
72 of a 2 lamp electronic ballast @ \$16.50 each	\$1,188.00
39 of a 4 lamp electronic ballast @ \$16.50 each	\$643.50
6 of a L.E.D. exit light fixture @ \$19.82 each	118.90
246 of a F32T8/750 lamp rated at 30,000 hours @ \$2.00 each	\$492.00
12 of a F32T8/750 lamp rated @ 30,000 hours @ \$6.82 each	\$81.84
Total	\$2,722.24

1170

Recommended products, quantities, & cost
 Shelby Ct. Court House

70 of a 2 lamp electronic ballast @ \$16.50 each.....	\$1,155.00
70 of a 4 lamp electronic ballast @ \$16.50 each.....	\$1,155.00
39 of a F96T8 a lamp electronic ballast @ \$27.18 each.....	\$1,060.02
4 of a 1 lamp F32 strip fixture @ \$32.50 each.....	\$130.00
2 of a L.E.D exit light fixture @ \$19.82 each.....	\$79.28
301 of a F32T8/750 lamp rated at 30,000 hours @ \$2.00 each.....	\$602.00
6 of a F32T8/750U/6 lamp rated at 30,000 hours @ \$6.82 each.....	\$40.92
52 of a F96T8/Triton 50 lamp rated at 33,000 hours @ \$14.10 each.....	\$733.20
6 of a 8 foot wrap fixture using 4 of a F32T8 lamp @ \$83.21 each	\$499.26
Total	\$5,454.68

Watts savings at Court House..... 15,835

APPENDIX A
LAKE SHELBYVILLE
LAW ENFORCEMENT SERVICES
COOPERATIVE AGREEMENT
PLAN OF OPERATION - SHELBY COUNTY

1. Law Enforcement Services shall be provided by the Shelby County Sheriff's Department in a random manner, or as prescribed by the U.S. Army Corps of Engineers, in the following areas at Lake Shelbyville during the times and days specified in Part 3:

- a. Opossum Creek Recreation Area
- b. Coon Creek Recreation Area
- c. Lone Point Recreation Area
- d. Arrowhead Point
- e. Area 4A Parking Lot
- f. Hunter Lake Parking Lot
- g. Lithia Springs Recreation Area
- h. Lithia Springs Chautauqua Area
- i. Woodard Road Parking Lot
- j. Windsor Rod & Gun Club Road
- k. Sand Creek Road
- l. Sand Creek Bridge Parking Lot
- m. Rees Ridge Parking Lot
- n. Wolf Road Parking Lot (when weather permits)
- o. On the waters of the lake

FILED
MAR 11 2009
Kathy A. Lantz
SHELBY COUNTY CLERK

2. In the past, assistance from the Cooperator has consisted of routine patrol and other services as needed during emergencies such as drownings, lost persons, accidents, and incidents. Those existing services, including emergency calls, shall remain in effect at no additional expense to the Corps under this law enforcement services agreement. Under this agreement, law enforcement services will include the patrolling of the roads and parking lots in the areas indicated above and investigating suspicious happenings and potential law enforcement problems. The services under this agreement will also include sheriff's deputies accompanying Corps of Engineers park rangers on boat patrols. This will enable the deputies to enforce state criminal laws in remote areas of the lake, which they would otherwise be unable to access. Personnel provided under this agreement will also provide crowd control and visitor assistance when necessary.

3. The increased law enforcement service to be provided by the Cooperator under this agreement shall be as follows:

a. 15 May 2009 through 7 September 2009 – Vehicle Patrol

DAY OF WEEK	TIME OF DAY	MANPOWER PER/PATROL	PATROLS PER/DAY	MAN-HOURS PER/DAY
Sunday	2000-0400	1	1	3
Monday	2000-0400	1	1	3
Tuesday	2000-0400	1	1	3
Wednesday	2000-0400	1	1	3
Thursday	2000-0400	1	1	3
Friday	2000-0400	1	1	3
Saturday	2000-0400	1	1	3

b. 17 May 2009 through 13 September 2009 – Boat Patrol

<u>TIME OF DAY</u>	<u># OF HOURS PER PATROL</u>	<u>MANPOWER PER PATROL</u>
1200-1600	4	1

Additional Law Enforcement Services on boat patrols will be performed under this contract on the following dates: May 17, 31, June 7, 21, 28, July 12, 19, August 2, 9, 23, 30, and September 6 and 13. If boat patrol is not possible on one of the specified dates due to inclement weather or other circumstances, an alternate date or time may be substituted for those hours of work if agreed upon by both the Shelby County Sheriff and the Lake Shelbyville Operations Manager.

NOTE #1: In addition to the regular schedule, the cooperater will provide four (4) hours of vehicle patrol between 1000 and 1800 on:

- Saturday May 23, 2009
- Sunday May 24, 2009
- Saturday July 4, 2009
- Sunday July 5, 2009
- Saturday September 5, 2009
- Sunday September 6, 2009

NOTE #2: In addition to the regular schedule the cooperater will provide extra traffic control for the Fireworks Celebration on July 4, 2009, at the Lake Shelbyville Dam area under this agreement. This will require two (2) people for two (2) hours each from 2045 to 2245 hrs.

c. The time of day for patrols can be changed temporarily to facilitate the law enforcement needs of the lake. The Shelby County Sheriff and the Operations Manager must agree to any changes in advance.

d. The Cooperator will be compensated only for patrol work actually performed in accordance with the specified unit price under this agreement.

e. The increased Law Enforcement Services will be provided from 15 May 2009 through 13 September 2009. The total hours for the contract period will be 428 which includes the extra hours specified in notes #1 - #2 above.

4. Cost per Hour: \$54.45

Maximum allowable cost of this contract: \$23,304.60

5. The following individuals are designated by the District Engineer to issue requests for reimbursable law enforcement services under this cooperative agreement:

- a. Ricky D. Raymond, Operations Manager
- b. Stephen W. Summers, Park Ranger

Sheriff Michael Miller is designated by the Cooperator to receive requests for reimbursable law enforcement services under this cooperative agreement.

6. The Cooperator shall, on a monthly basis, submit to the Corps a bill for law enforcement services provided the preceding month. The bill shall include the following: Total charges, man-hours involved, and starting and ending dates of the billing period.

7. The Cooperator shall prepare a daily Law Enforcement Log in accordance with the sample format contained in Appendix B of this agreement. These logs shall be compiled by the Cooperator and submitted to the Corps monthly as part of the monthly billing procedure.

9. In addition to the preceding agreement requirements, the Cooperator agrees to the following:

a. The Deputy shall remain on the Lake Shelbyville Project in the assigned areas during duty hours, unless called by the Cooperator or his designated representative to respond to a call elsewhere in the County. No payment will be made for time spent responding to off project calls during assigned patrol times. The Department's radio log shall indicate the times the officer enters duty on the Lake Shelbyville project and the times when the officer leaves the Lake Shelbyville project.

b. All patrol units shall conform to the same standards as the County units now in use. They shall be easily recognized as a Shelby County Sheriff's unit. During special assignments it shall be permissible to use an unmarked unit.

c. All deputies shall wear the standard County uniform when providing services reimbursable under this agreement. During special assignments it shall be permissible to wear conventional clothing if the Corps is notified in advance.

d. Law enforcement personnel provided under this agreement must meet all the qualifications, including minimal law enforcement training, required by state and local laws and regulations. In addition, these individuals must attend a Corps of Engineers orientation which shall be reimbursable by this agreement.

e. Reports of incidents, complaints, etc., encountered during a particular shift that describe an arrest, the issuance of a citation, or personal injury or property damage, shall be forwarded in writing to the Park Manager within 24 hours.

f. The Cooperator shall respond to all emergency situations at the project at no additional expense to the Corps under the law enforcement services agreement.

g. The patrolling officer will personally contact the Gate Attendants and sign a patrol log at the following areas if the fee booth is open when the Deputy enters the area:

1. Lithia Springs Recreation Area
2. Opossum Creek Recreation Area
3. Coon Creek Recreation Area
4. Lone Point Recreation Area

SHELBY COUNTY SHERIFF'S DEPARTMENT-SCHEDULE OF WORK HOURS-2009

VEHICLE PATROL 15 MAY 2009 THROUGH 7 SEPTEMBER 2009 – 348 HOURS

2000-0400 3 hours/day 7 days/week (Sun-Sat)

PLUS 24 Hours

Four (4) additional hours of vehicle patrol will be provided between 1000 and 1800 on the following dates:

- Saturday May 23, 2009
- Sunday May 24, 2009
- Saturday July 4, 2009
- Sunday July 5, 2009
- Saturday September 5, 2009
- Sunday September 6, 2009

PLUS 4 Hours

Four (4) additional hours for traffic control at the fireworks on July 4, 2009. This will require two (2) people for two (2) hours each from 2045 to 2245 hrs.

BOAT PATROL 16 MAY 2009 THRU 12 SEPTEMBER 2009 – 52 HOURS

<u>TIME OF DAY</u>	<u># OF HOURS PER PATROL</u>	<u>MANPOWER PER PATROL</u>
1200-1600	4	1

2009 BOAT PATROL SCHEDULE

16 MAY 2009 THRU 12 SEPTEMBER 2009 – 52 HOURS

Additional Law Enforcement Services on boat patrols will be performed under this contract on the following dates:

<u>May</u>	Sunday 17 May	4 hrs.
	Sunday 31 May	4 hrs.
MAY TOTAL = 8 HRS.		
<u>June</u>	Sunday 7 Jun	4 hrs.
	Sunday 21 Jun	4 hrs.
	Sunday 28 Jun	4 hrs.
JUNE TOTAL = 12 HRS.		
<u>July</u>	Sunday 12 Jul	4 hrs.
	Sunday 19 Jul	4 hrs.
JULY TOTAL = 8HRS.		
<u>August</u>	Sunday 2 Aug	4 hrs.
	Sunday 9 Aug	4 hrs.
	Sunday 23 Aug	4 hrs.
	Sunday 30 Aug	4 hrs.
AUGUST TOTAL = 16 HRS.		
<u>September</u>	Sunday 6 Sep	4 hrs.
	Sunday 13 Sep	4 hrs.
SEPTEMBER TOTAL 8 HRS.		

2009

REGULAR VEHICLE PATROL SCHEDULE	348 HOURS
REGULAR BOAT PATROL SCHEDULE	52 HOURS
EXTRA HOURS FOR FIREWORKS	4 HOURS
EXTRA VEHICLE PATROL HOURS ON MEMORIAL DAY WEEKEND	8 HOURS
EXTRA VEHICLE PATROL HOURS ON INDEPENDENCE DAY WEEKEND	8 HOURS
EXTRA VEHICEL PATROL HOURS ON LABOR DAY WEEKEND	8 HOURS

TOTAL HOURS IN 2009 AGREEMENT = 428

COST PER HOUR FOR 2009 AGREEMENT = \$54.45

TOTAL COST OF 2009 AGREEMENT = \$23,304.60

SHELBY COUNTY SHERIFF'S DEPARTMENT
 COST PER DEPUTY PER HOUR – 2009
 BASED ON BUDGETED SALARIES

Deputy Patrol: The county budgeted \$390,215 for deputies' salaries. Salaries, holiday pay, overtime, and benefits are divided by ten (the total number of deputies for whom the \$390,215 is budgeted). Salaries are divided by 2000 hours instead of 2080 hours, as the most any deputy actually works is 50 weeks due to having at least two weeks of vacation. All other expenses are divided by 2080 hours.

DEPUTIES

Salaries (For 10): $\frac{\$390,215}{10} = \frac{39,022}{2000} =$	<u>\$19.51</u>
Overtime: $\frac{\$34,590}{10} = \frac{3,459}{2080} =$	<u>1.66</u>
Holiday Pay: $\frac{\$19.51}{\text{average/hr/deputy}} \times 12 \text{ hrs.} = \frac{234}{14} \times 14 \text{ Holidays} = \frac{3,276}{2080} =$	<u>1.58</u>
Workman's Compensation: $\frac{\$2.02}{\$100.00}$ of salary.	
$\frac{\$39,022}{100} = \frac{390}{100} \times 2.02 = \frac{788}{2080} =$	<u>.37</u>
IMRF: <u>6.87%</u> of gross salary	
$\frac{\$39,022}{100} \times .0687 = \frac{2,681}{2080} =$	<u>1.29</u>
FICA: <u>7.65%</u> of gross salary	
$\frac{\$39,022}{100} \times .0765 = \frac{2,985}{2080} =$	<u>1.44</u>
Unemployment Insurance: <u>1.60%</u> OF GROSS UP TO \$11,000 FOR EACH EMPLOYEE	
$\frac{\$11,000}{100} \times .0160 = \frac{176}{2080} =$	<u>.08</u>
Medical Insurance: <u>\$456</u> per employee per month x eleven months	
$\frac{\$456}{\text{mo.}} \times 11 = \frac{5,016}{2080} =$	<u>2.41</u>
Uniform Allowance: <u>\$750</u> per employee per year	
$\frac{\$750}{2080} =$	<u>.36</u>

SHERIFF

Salary: $\frac{\$61,424}{10} = \frac{6,142}{2080} =$	<u>2.95</u>
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Workman's Compensation: \$2.02/\$100.00 of salary.

$$\underline{\$61,424} \div 100 = \underline{614} \times 2.02 = \underline{1,240} \div 10 = \underline{124} \div 2080 = \underline{.06}$$

IMRF/SLEP: 6.87% of gross salary

$$\underline{\$61,424} \times .0687 = \underline{4,220} \div 10 = \underline{422} \div 2080 = \underline{.20}$$

FICA: 7.65% of gross salary

$$\underline{\$61,424} \times .0765 = \underline{4,699} \div 10 = \underline{470} \div 2080 = \underline{.23}$$

Medical Insurance: \$456 per employee per month x eleven months

$$\underline{\$456} \times 11 = \underline{5,016} \div 10 = \underline{502} \div 2080 = \underline{.24}$$

Uniform Allowance: \$750 per employee per year

$$\underline{\$750} \div 10 = \underline{75} \div 2080 = \underline{.04}$$

JAILERS

Salaries (For 6): \$183,666 $\div 10 = \underline{18,367} \div 2080 = \underline{8.83} \times 50\% = \underline{4.42}$

Workman's Compensation: \$2.02/\$100.00 of salary.

$$\underline{\$183,666} \div 100 = \underline{1,837} \times 2.02 = \underline{3,711} \div 10 = \underline{371} \div 2080 = \underline{.18} \times 50\% = \underline{.09}$$

IMRF: 10.99% of gross salary

$$\underline{\$183,666} \times .1099 = \underline{20,185} \div 10 = \underline{2,019} \div 2080 = \underline{.97} \times 50\% = \underline{.49}$$

FICA: 7.65% of gross salary

$$\underline{\$183,666} \times .0765 = \underline{14,050} \div 10 = \underline{1,405} \div 2080 = \underline{.68} \times 50\% = \underline{.34}$$

Unemployment Insurance: 1.60% OF GROSS UP TO \$11,000 FOR EACH EMPLOYEE

$$\underline{\$11,000} \times 6 = \underline{66,000} \times .0160 = \underline{1,056} \div 10 = \underline{106} \div 2080 = \underline{.05} \times 50\% = \underline{.03}$$

Medical Insurance: \$456 per employee per month x eleven months

$$\underline{\$456/\text{mo.}} \times 11 = \underline{5,016} \times 6 = \underline{30,096} \div 10 = \underline{3,010} \div 2080 = \underline{1.45} \times 50\% = \underline{.73}$$

Uniform Allowance: \$750 per employee per year

$$\underline{\$750} \times 6 = \underline{4,500} \div 10 = \underline{450} \div 2080 = \underline{.22} \times 50\% = \underline{.11}$$

SECRETARY

Salary: $\$29,330 \div 10 = 2,933 \div 2080 = 1.41 \times 50\% =$.71

Workman's Compensation: $\$0.23/\100.00 of salary.

$\$29,330 \div 100 = 293 \times .23 = 67 \div 10 = 7 \div 2080 = .00 \times 50\% =$.00

IMRF: 10.99% of gross salary

$\$29,330 \times .1099 = 3,223 \div 10 = 322 \div 2080 = .15 \times 50\% =$.08

FICA: 7.65% of gross salary

$\$29,330 \times .0765 = 2,244 \div 10 = 224 \div 2080 = .11 \times 50\% =$.06

Unemployment Insurance: 1.60% of gross salary

$\$29,330 \times .0160 = 469 \div 10 = 47 \div 2080 = .02 \times 50\% =$.01

Medical Insurance: $\$456$ per employee per month x eleven months

$\$456/\text{mo.} \times 11 = 5,016 \div 10 = 502 \div 2080 = .24 \times 50\% =$.12

Uniforms: $\$750$ per employee per year

$\$750 \div 10 = 75 \div 2080 = .04 \times 50\% =$.02

TELECOMMUNICATORS

Salaries (For 4): $\$126,078 - \$42,654$ (paid by the city) = $\$83,424 \div 10 = 8,342 \div 2080 =$ 4.01

Workman's Compensation: $\$2.02/\100.00 of salary.

$\$126,078 \div 100 = 1,261 \times 2.02 = 2,547 \div 10 = 255 \div 2080 =$.12

IMRF: 10.99% of gross salary

$\$126,078 \times .1099 = 13,856 \div 10 = 1,386 \div 2080 =$.67

FICA: 7.65% of gross salary

$\$126,078 \times .0765 = 9,645 \div 10 = 965 \div 2080 =$.46

Unemployment Insurance: 1.60% of gross salary

$$\underline{\$126,078} \times .0160 = \underline{2,017} \div 10 = \underline{202} \div 2080 = \underline{.10}$$

Medical Insurance: \$456 per employee per month x eleven months

$$\underline{\$456} / \text{mo.} \times 11 = \underline{5,016} \times 4 = \underline{20,064} \div 10 = \underline{2,006} \div 2080 = \underline{.96}$$

Uniform Allowance: \$750 per employee per year

$$\underline{\$750} \times 4 = \underline{3,000} \div 10 = \underline{300} \div 2080 = \underline{.14}$$

PART-TIME EXTRA HIRE TELECOMMUNICATORS

Salary: \$13,767 ÷ 10 = 1,377 ÷ 2080 =

.66

Workman's Compensation: \$2.02/\$100 of salary.

$$\underline{\$13,767} \div 100 = \underline{138} \times 2.02 = \underline{279} \div 10 = \underline{28} \div 2080 = \underline{.01}$$

FICA: 7.65% of gross salary

$$\underline{\$13,767} \times .0765 = \underline{1053} \div 10 = \underline{105} \div 2080 = \underline{.05}$$

Unemployment Insurance: 1.60% of gross salary

$$\underline{\$13,767} \times .0160 = \underline{220} \div 10 = \underline{22} \div 2080 = \underline{.01}$$

EQUIPMENT COST

Equipped Squad Car:

$$\underline{\$28,750} \div 4 \text{ yrs.} = \underline{7,188} / \text{yr.} \div 2080 = \underline{3.46}$$

Auto Expense:

$$\underline{\$72,553} \div 11 \text{ cars} = \underline{6,596} / \text{car/yr.} \div 2080 = \underline{3.17}$$

Auto Insurance:

$$\underline{\$7,000} \div 11 \text{ cars} = \underline{636} \div 2080 = \underline{.31}$$

ADDITIONAL ITEMS

Training:

$$\underline{\$5,000} \div 17 \text{ (number of employees using training funds)} = \underline{294} \div 2080 = \underline{.14}$$

Liability Insurance:

$$\underline{\$10,000} \div 11 = \underline{909} \div 2080 = \underline{.44}$$

Pagers:

$$\underline{\$1572} \div 11 = \underline{143} \div 2080 = \underline{.07}$$

Bonds:

$$\underline{\$1,000} \div 11 = \underline{91} \div 2080 = \underline{.04}$$

TOTAL \$54.45/hr

SHELBY COUNTY SHERIFF'S DEPARTMENT
 COST PER DEPUTY PER HOUR – **2008**
 BASED ON BUDGETED SALARIES

Deputy Patrol: The county budgeted \$381,256 for deputies' salaries. Salaries, holiday pay, overtime, and benefits are divided by ten (the total number of deputies for whom the \$381,256 is budgeted). Salaries are divided by 2000 hours instead of 2080 hours, as the most any deputy actually works is 50 weeks due to having at least two weeks of vacation. All other expenses are divided by 2080 hours.

DEPUTIES

Salaries: $\frac{\$381,256}{10} = \frac{38,126}{2000} =$	<u>\$19.06</u>
Overtime: $\frac{\$35,000}{10} = \frac{3,500}{2080} =$	<u>1.68</u>
Holiday Pay: $\$19.06$ (average/hr/deputy) x 12 hrs. = 229 x 14 Holidays = $\frac{3,206}{2080} =$	<u>1.54</u>
Workman's Compensation: $\frac{\$2.97}{\$100.00}$ of salary. $\frac{\$38,126}{100} = 381 \times 2.97 = \frac{1,132}{2080} =$	<u>.54</u>
IMRF: 5.55% of gross salary $\frac{\$38,126 \times .0555}{2080} =$	<u>1.02</u>
FICA: 7.65% of gross salary $\frac{\$38,126 \times .0765}{2080} =$	<u>1.40</u>
Unemployment Insurance: 1.70% OF GROSS UP TO \$11,000 FOR EACH EMPLOYEE $\frac{\$11,000 \times .0170}{2080} =$	<u>.09</u>
Medical Insurance: \$444 per employee per month x eleven months $\frac{\$444 / \text{mo.} \times 11}{2080} =$	<u>2.35</u>
Uniform Allowance: \$750 per employee per year $\frac{\$750}{2080} =$	<u>.36</u>

SHERIFF

Salary: $\frac{\$61,424}{10} = \frac{6,142}{2080} =$	<u>2.95</u>
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Workman's Compensation: \$2.97/\$100.00 of salary.

$$\underline{\$61,424} \div 100 = \underline{614} \times \underline{2.97} = \underline{1,824} \div 10 = \underline{182} \div 2080 = \underline{.09}$$

IMRF/SLEP: 5.55% of gross salary

$$\underline{\$61,424} \times \underline{.0555} = \underline{3,409} \div 10 = \underline{341} \div 2080 = \underline{.16}$$

FICA: 7.65% of gross salary

$$\underline{\$61,424} \times \underline{.0765} = \underline{4,699} \div 10 = \underline{470} \div 2080 = \underline{.22}$$

Medical Insurance: \$444 per employee per month x eleven months

$$\underline{\$444} \times 11 = \underline{4,884} \div 10 = \underline{488} \div 2080 = \underline{.23}$$

Uniform Allowance: \$750 per employee per year

$$\underline{\$750} \div 10 = \underline{75} \div 2080 = \underline{.04}$$

JAILERS

Salaries (For 5): \$146,102 $\div 10 = \underline{14,610} \div 2080 = \underline{7.02} \times 50\% = \underline{3.51}$

Workman's Compensation: \$2.97/\$100.00 of salary.

$$\underline{\$146,102} \div 100 = \underline{1,461} \times \underline{2.97} = \underline{4,339} \div 10 = \underline{434} \div 2080 = \underline{.21} \times 50\% = \underline{.11}$$

IMRF: 10.72% of gross salary

$$\underline{\$146,102} \times \underline{.1072} = \underline{15,662} \div 10 = \underline{1,566} \div 2080 = \underline{.75} \times 50\% = \underline{.38}$$

FICA: 7.65% of gross salary

$$\underline{\$146,102} \times \underline{.0765} = \underline{11,177} \div 10 = \underline{1,118} \div 2080 = \underline{.54} \times 50\% = \underline{.27}$$

Unemployment Insurance: 1.70% OF GROSS UP TO \$11,000 FOR EACH EMPLOYEE

$$\underline{\$11,000} \times 5 = \underline{55,000} \times \underline{.0170} = \underline{935} \div 10 = \underline{94} \div 2080 = \underline{.05} \times 50\% = \underline{.03}$$

Medical Insurance: \$444 per employee per month x eleven months

$$\underline{\$444}/\text{mo.} \times 11 = \underline{4,884} \times 5 = \underline{24,420} \div 10 = \underline{2,442} \div 2080 = \underline{1.17} \times 50\% = \underline{.59}$$

Uniform Allowance: \$750 per employee per year

$$\underline{\$750} \times 5 = \underline{3,750} \div 10 = \underline{375} \div 2080 = \underline{.18} \times 50\% = \underline{.09}$$

SECRETARY

Salary: $\$27,282 \div 10 = 2,728 \div 2080 = 1.31 \times 50\% =$.66

Workman's Compensation: $\$0.31/\100.00 of salary.

$\$27,282 \div 100 = 273 \times .31 = 85 \div 10 = 9 \div 2080 = .00 \times 50\% =$.00

IMRF: 10.72% of gross salary

$\$27,282 \times .1072 = 2,925 \div 10 = 293 \div 2080 = .14 \times 50\% =$.07

FICA: 7.65% of gross salary

$\$27,282 \times .0765 = 2,087 \div 10 = 209 \div 2080 = .10 \times 50\% =$.05

Unemployment Insurance: 1.70% of gross salary

$\$27,282 \times .0170 = 464 \div 10 = 46 \div 2080 = .02 \times 50\% =$.01

Medical Insurance: $\$444$ per employee per month x eleven months

$\$444/\text{mo.} \times 11 = 4,884 \div 10 = 488 \div 2080 = .23 \times 50\% =$.12

Uniforms: $\$750$ per employee per year

$\$750 \div 10 = 75 \div 2080 = .04 \times 50\% =$.02

TELECOMMUNICATORS

Salaries (For 4): $\$118,319 - \$42,654$ (paid by the city) = $\$75,665 \div 10 = 7,567 \div 2080 =$ 3.64

Workman's Compensation: $\$2.97/\100.00 of salary.

$\$118,319 \div 100 = 1,183 \times 2.97 = 3,514 \div 10 = 351 \div 2080 =$.17

IMRF: 10.72% of gross salary

$\$118,319 \times .1072 = 12,684 \div 10 = 1,268 \div 2080 =$.61

FICA: 7.65% of gross salary

$\$118,319 \times .0765 = 9,051 \div 10 = 905 \div 2080 =$.44

Unemployment Insurance: 1.70% of gross salary

$$\underline{\$118,319} \times \underline{.0170} = \underline{2,011} \div 10 = \underline{201} \div 2080 = \underline{.10}$$

Medical Insurance: \$444 per employee per month x eleven months

$$\underline{\$444} / \text{mo.} \times 11 = \underline{4,884} \times 4 = \underline{19,536} \div 10 = \underline{1,954} \div 2080 = \underline{.94}$$

Uniform Allowance: \$750 per employee per year

$$\underline{\$750} \times 4 = \underline{3,000} \div 10 = \underline{300} \div 2080 = \underline{.14}$$

PART-TIME EXTRA HIRE TELECOMMUNICATOR

Salary: $\underline{\$12,000} \div 10 = \underline{1,200} \div 2080 = \underline{.58}$

Workman's Compensation: \$2.97/\$100 of salary.

$$\underline{\$12,000} \div 100 = \underline{120} \times \underline{2.97} = \underline{356} \div 10 = \underline{36} \div 2080 = \underline{.02}$$

FICA: 7.65% of gross salary

$$\underline{\$12,000} \times \underline{.0765} = \underline{918} \div 10 = \underline{92} \div 2080 = \underline{.04}$$

Unemployment Insurance: 1.70% of gross salary

$$\underline{\$12,000} \times \underline{.0170} = \underline{204} \div 10 = \underline{20} \div 2080 = \underline{.01}$$

EQUIPMENT COST

Equipped Squad Car:

$$\underline{\$25,000} \div 4 \text{ yrs.} = \underline{6,250/\text{yr.}} \div 2080 = \underline{3.00}$$

Auto Expense:

$$\underline{\$55,795} \div 12 \text{ cars} = \underline{4,650/\text{car/yr.}} \div 2080 = \underline{2.24}$$

Auto Insurance:

$$\underline{\$12,000} \div 12 \text{ cars} = \underline{1,000} \div 2080 = \underline{.48}$$

ADDITIONAL ITEMS

Training:

$$\underline{\$5,000} \div 17 \text{ (number of employees using training funds)} = \underline{294} \div 2080 = \underline{.14}$$

Liability Insurance:

$$\underline{\$10,000} \div 11 = \underline{909} \div 2080 =$$

.44

Pagers:

$$\underline{\$500} \div 11 = \underline{45} \div 2080 =$$

.02

Bonds:

$$\underline{\$1,000} \div 11 = \underline{91} \div 2080 =$$

.04

TOTAL \\$50.69/hr

Shelby County Treasurer
 Monthly Report of Investments
 1-Mar-09
 Bank Balance: \$13,640,379.41

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$ 623,631.68	MMD		
\$ 1,730,459.43	MMD	General Fund	\$ 2,000.00
\$ -			
\$ -		County Payroll Clearing	\$ 45,489.85
\$ -			
\$ -		Section 105 Claims	\$ 1,000.00
\$ -			
\$ 299,531.71	PB	County Health Fund	\$ -
\$ 120,188.21	CD		
\$ 14,013.84	MMD	County Health-TB	\$ -
\$ -			
\$ 36,724.81	MMD	Animal Control Fund	\$ 37,987.78
\$ 22,861.67	MMD		
\$ 93,033.12	PB	Ambulance Fund	\$ -
\$ 148,600.80	MMD		
\$ 778,367.58	MMD	Mental Health Fund	\$ -
\$ -			
\$ 658,785.44	PB	IMRF Fund	\$ -
\$ -			
\$ 201,549.59	PB	Social Security Fund	\$ -
\$ 54,362.59	CD & MMD		
\$ 20,605.64	PB	Indemnity Fund	\$ -
\$ -			
\$ 110.33	PB	Court Security Fund	\$ -
\$ -			
\$ 232,771.96	MMD	County Bridge Fund	\$ -
\$ -			
\$ 178,323.82	PB	County Highway Fund	\$ -
\$ -			
\$ 263,873.51	MMD	FASM Fund	\$ -
\$ -			
\$ 533,816.51	MMD	County Motor Fuel Tax Fund	\$ -
\$ -			
\$ 5,768.80	PB	Tourism Fund	\$ -
\$ 94,905.66	CD & MMD		
\$ 94,383.65	PB	Probation Fund	\$ -
\$ 55,218.06	CD & MMD		
\$ 81,538.52	PB	Assist Court Fund	\$ -
\$ -			
\$ 3,749.30	PB	Law Library Fund	\$ -
\$ 84,451.99	PB	Automation Fund	\$ -
\$ -			
\$ 74,803.55	PB	Recording Fund	\$ -
\$ 8,466.04	PB	Drug Traffic Fund	\$ -
\$ -			
\$ -		Airport Fund	\$ 551.72
\$ 239,308.35	CD & MMD		
\$ 431,902.15	MMD	Home Nursing Fund	\$ -
\$ -			
\$ -		W.I.C. Fund	\$ 28,504.90
\$ -			
\$ 319,950.18	MMD	Local Bridge Fund	\$ -
\$ -			
\$ -		Township Bridge Fund	\$ 14,620.89
\$ -			
\$ -		Township Construction Fund	\$ 714.03

\$	285,770.89	MMD		
\$	799,572.66	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,122.37	PB	Estate Tax Fund	\$ -
\$	-			
\$	114,793.71	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	8,955.77	PB	Probation Drug Testing	\$ -
\$	-			
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	41,881.84	MMD		
\$	226,130.56	PB	Drainage Fund	\$ 1,637.30
\$	-			
\$	55,458.50	PB	Document Storage Fund	\$ -
\$	80,015.83	MMD		
\$	101,974.93	PB	Misc County Health Fund	\$ -
\$	26,846.95	MMD		
\$	43,963.67	PB	Litigation Fund	\$ -
\$	206,330.43	CD		
\$	123,454.10	PB	Revolving Loan Fund	\$ -
\$	-			
\$	11,856.06	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	60.52	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	617.88	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	1,929.55	PB	Rescue Squad Fund	\$ -
\$	-			
\$	126.87	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	10,858.35	PB	DUI Equipment Fund	\$ -
\$	-			
\$	15,084.32	PB	GIS Fund	\$ -
\$	1,114,342.09	CD		
\$	403,712.36	PB	Capital Improvement Fund	\$ 535,806.12
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
				\$ 11,854,595.75

County Collector Accounts

Shelby County State Bank-Checking	\$ 932.72
Busey Bank-Checking	\$ 1,688,964.51
National Bank at Pana	\$ 272.81
First National Bank of Assumption	\$ 275.46
Community Banks of Shelby County-Cowden	\$ 765.02
Shelby County State Bank-Strasburg	\$ 904.14
First Federal Savings & Loan-Shelbyville	\$ 1,548.34
Busey Bank-Real Estate Tax Trust Account	\$ 3,334.86
Shelby County State Bank-Shelbyville-Money Market	\$ 83,279.34
Busey Bank-Money Market	\$ 1,514.63
Ayars State Bank-Moweaqua	\$ 808.67
Shelby County State Bank-Findlay	\$ 414.02
First National Bank of Pana	\$ 514.49
Peoples Bank of Pana	\$ 222.83
Prairie National	\$ 379.61
Shelby County State Bank-Windsor Branch	\$ 557.99
Dewitt Federal Savings & Loan-Moweaqua	\$ 321.59
Sigel Community Bank	\$ 478.95
Shelby County State Bank-Moweaqua	\$ 293.68
	\$ 1,785,783.66

CERTIFICATE OF DEPOSITS
March 1, 2009

General Fund(001) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>623,631.68</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>36,724.81</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>22,861.67</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>148,600.80</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>9,362.59</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>94,905.66</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>218.06</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>114,308.35</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>285,770.89</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>80,015.83</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 08/02/2009 2.65% Interest	\$ <u>120,188.21</u>

CERTIFICATE OF DEPOSITS
March 1, 2009

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 08/14/2009 1.84% Interest	<u>\$ 45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 4/21/2009 2.72% Interest	<u>\$ 55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 08/20/2009 2.00% Interest	<u>\$ 125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .85% Interest	<u>\$ 206,330.43</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 20555 Matures 10/16/2009 3.75% Interest	<u>\$ 1,114,342.09</u>
TOTAL	<u>\$ 3,082,261.07</u>