

September 5, 2012

SHELBY COUNTY BOARD MEETING AGENDA

September 12, 2012 – 9:00 A. M. in Courtroom B

Sept. 12,
2012

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Kevin Bushur, CEFS Chief Operations Officer or Kristie Warfel, CEFS Transportation Director – to Approve Disadvantaged Business Enterprise (DBE) Action Plan; to Approve ESI Consultants, Ltd. Selected for Design Services; and, to Approve Aumann Realty and Appraisal Service for Commercial Review Appraisal on the Two Commercial Appraisals for Property at 1505 W. S. First Street, Shelbyville, IL
5. Kristie Warfel, CEFS Transportation Director – Intergovernmental Agreement and Ordinance to Include Effingham County in the CEFS/CIPT Program and Resolution and Execution of the Downstate Public Transportation Operating Assistance Grant Agreement Contract No. 4251 and State Grant No. OP-13-36-IL
6. David Titus, Midwest Venture Services, Inc., Representative – Simec Energy Aggregation Proposal
7. Director of Tourism Freddie Fry – Tourism Presentation
8. Chairman Cannon – Resolution to Adopt Shelby County Fiscal Year 2012 – 2013 Budget
9. Chairman Cannon – Resolutions Adopting County Levy Fiscal Year 2012 – 2013
10. County Highway Engineer Alan Spesard – Highway Engineer's Report
11. EMA Coordinator/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports
12. Committee Reports
13. Chairman Updates
14. Chairman Appointments
15. Correspondence
16. Public Body Comment
17. Adjournment

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

September 12, 2012 – 9:00 A.M.

The Shelby County Board met on Wednesday, September 12, 2012, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

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

Deputy County Clerk Jessica Fox called the roll. Gary Gergeni was absent.

Minutes for the August 8, 2012 board meeting were presented for approval. Hunter made motion to approve the minutes as presented. Doerner seconded said motion, which passed by voice vote (20 yes, 0 no).

Kevin Bushur, CEFS Chief Operations Officer, addressed the board to request approval of the Shelby County Disadvantaged Business Enterprises (DBE) Action Plan and for the Kent Aumann, Aumann Realty and Appraisal Service bid for the Shelby County review appraisal services of the leased bus facility property at 1505 W. S. First Street, Shelbyville, Illinois. (DBE Action Plan and Kent Aumann bid info attached to these minutes).

Bennett made motion to approve the Shelby County DBE Action Plan. Wetherell seconded said motion, which passed by voice vote (20 yes, 0 no).

Clark made motion to approve the Kent Aumann, Aumann Realty and Appraisal Service bid for the Shelby County review appraisal services of the leased bus facility property at 1505 W. S. First Street, Shelbyville, Illinois. Kearney seconded said motion, which passed by voice vote (20 yes, 0 no).

Kristie Warfel, CEFS Transportation Director, addressed the board to request approval of the Non-Metro Public Transportation Operating, Capital and Administrative Assistance Agreement; and, the Downstate Public Transportation Assistance Grant Agreement with Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement. (Agreements and Resolution attached to these minutes).

Bennett made motion to approve the Non-Metro Public Transportation Operating, Capital and Administrative Assistance Agreement. Warren seconded said motion, which passed by voice vote (20 yes, 0 no).

Wetherell made motion to approve the Downstate Public Transportation Assistance Grant Agreement with Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement. Cruitt seconded said motion, which passed by voice vote (20 yes, 0 no).

David Titus, representative of Midwest Venture Services, Inc., presented the SIMEC Community Energy Aggregation Program for energy aggregation highlighting and providing a handout of the program benefits to the board. Titus requested the board place a question on the spring 2013 election ballot that would allow the voters to give the County of Shelby the authority to arrange for energy aggregation. A lengthy discussion followed. (Handout attached to these minutes).

Robertson made motion to act on the above request today to allow for an energy aggregation referendum to be placed on the spring, 2013 election ballot. Cruitt seconded said motion, which failed by roll call vote (1 passing, 9 yes, 10 voting no – Amling, Behl, Doerner, Hayden, Hunter, Jordan, Lenz, Roessler, Strohl, Wetherell, passing - Warren).

Director of Tourism Freddie Fry gave the board a presentation on the activities of the Tourism Department; efforts to further the growth of tourism in the County; and, provided an update on the Eagle Creek Resort. It was noted that a public hearing regarding Eagle Creek will be held on October 1, 2012.

Chairman Cannon presented the Fiscal Year (FY) 2012-2013 County Budget Resolution for approval.

Strohl made motion to approve the Fiscal Year (FY) 2012-2013 County Budget Resolution. Clark seconded said motion, which passed by roll call vote (20 yes, 0 no).

Continuing with the next item on the agenda, Chairman Cannon presented the FY 2012-2013 County Levies Resolutions for approval. (Original County Board Budget/Levy Resolutions are attached to these minutes).

Warren made motion to approve the Fiscal Year (FY) 2012-2013 County Budget Resolution. Wetherell seconded said motion, which passed by roll call vote (20 yes, 0 no).

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

Alan Spesard, County Highway Engineer presented one petition and provided a brief update at the end of his report. Spesard announced that a \$200,000.00 grant was received from the Illinois Department of Commerce and Economic Opportunity which will go towards the replacement of the closed "Oklahoma" Bridge on County Highway #12 in Cold Spring Township. Special mention of thanks to Bob Flider, Illinois State Director of Agricultural, Tim Dudley the Illinois Department of Commerce and Economic Opportunity Central Region Manager, Governor Pat Quinn, Representative Brad Halbrook and Senator Dale Righter, for their help in securing the grant for the County. Chairman Cannon directed the Clerk to draft a thank you note and send it out on behalf of the board. (Petition attached to these minutes).

Sims made motion to approve the petition to replace Bridge #4811 in Windsor Township with pipe. Clark seconded said motion which passed by voice vote (20 yes, 0 no).

Due to EMA/Zoning Administrator Jared Rowcliffe's absence, there were no reports given.

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

Regional Office of Education Appointee Kearney – there will be a vacancy in the Regional Board of School Trustees. If you know of anyone who might want to serve as a trustee let her know.

Public Buildings Committee Chair Warren – provided an update on the courthouse renovation projects and they continue to review the changes and cost overruns for the projects as well as research other repairs to the building.

Liquor Commission Chair Cannon – has heard back from the Illinois Liquor Control Commission that Dry Point Township is a "wet" township.

Legislative Committee Chair Amling – continue to research how to comply with the Ethics Ordinance and the review of board committee structure.

Chairman Cannon referred the matter of energy aggregation over to the Miscellaneous Committee for study.

Bennett made motion to approve Chairman Cannon referring the matter of energy aggregation over to the Miscellaneous Committee for study. Clark seconded said motion which passed by voice vote (20 yes, 0 no).

Under updates and correspondence, Chairman Cannon stated that the Shelby County Recorder's Social Security Number Redaction Policy has been filed with the Shelby County Board. (Policy attached to these minutes). Acknowledgments have been received by the board for the memorials given at the time of Jesse Durbin's father's passing; for the memorial given at the time of Dale Wetherell's mothers passing; and, for the memorials given at the passing of David Friese, the County's Chief Deputy Coroner.

Chairman Cannon requested the following appointment:


Richard Harley, trustee, Union Drainage District No. 1 of Pickaway and Todds Point Townships

Hayden made motion to approve the Chairman's appointment. Jordan seconded said motion, which passed by voice vote (20 yes, 0 no).

Providing an update on private sewage disposal in Illinois, Steve Melega informed the board that Governor Quinn signed Senate Bill 2867 into law (now Public Act 97-1081). Beginning on and after January 1, 2013 or six months after the date of issuance of a general NPDES permit for surface discharging private sewage disposal systems by the Illinois Environmental Protection Agency (EPA) or by the United States EPA, whichever is later, a surface discharging private sewage disposal system with a discharge that enters the waters of the United States as that term is used in the Federal Water Pollution Control Act, shall not be constructed or installed by any person unless he or she has a coverage letter under a NPDES permit.

There was no public body comment and no further business to come before the Shelby County board.

Clark made motion to assess mileage and per diem for the September meetings, to pay the bills/payroll as approved by the committees and adjourn until the next regular meeting to be held on October 10, 2012. Warren seconded said motion, which passed by voice vote (20 yes, 0 no) and the meeting was adjourned at 10:47 A.M.


Jessica Fox, Deputy
Shelby County Clerk and Recorder

September 12, 2012 REGULAR SESSION

		ROLL CALL			QUESTIONS									
			9/12/2012	9/12/2012	<i>012- ON MOTIONS TO Approve Budget FY 13-13 Co. Budget</i>		<i>Remi</i>							
COUNTY BOARD MEMBERS	MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	
217	AMLING, ROBERT	35	✓		✓			✓						
110	BARR, KENNETH	50	✓		✓			✓						
116	BEHL, ROBERT H.	42	✓		✓			✓						
117	BENNETT, BARBARA	40	✓		✓			✓						
45	CANNON, BRUCE	26	✓											
133	CLARK, GLENN "DICK"	12	✓		✓			✓						
99	CRUITT, DAVID		✓		✓			✓						
25	DOERNER, FRED		✓		✓			✓						
214	DURBIN, JESSE	12	✓		✓			✓						
105	GERGENI, GARY	26	<i>A</i>		<i>A</i>			<i>A</i>						
177	HAYDEN, RICHARD	44	✓		✓			✓						
144	HUNTER, ROBERT JR.	49	✓		✓			✓						
193	JORDAN, ROBERT N.	31	✓		✓			✓						
64	KEARNEY, KAY		✓		✓			✓						
206	LENZ, LARRY	26	✓		✓			✓						
181	ROBERTSON, ROBIN		✓		✓			✓						
148	ROESSLER, JOHN JACK	12	✓		✓			✓						
221	SIMS, TERRY JOE	24	✓		✓			✓						
274	SIMPSON, ROBERT	32	✓		✓			✓						
46	STROHL, DON	45	✓		✓			✓						
329	WARREN, JAMES	28	✓		✓			<i>Pass</i>						
44	WETHERELL, DALE	46	✓		✓			✓						

9 10

STATE OF ILLINOIS ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

September 12, 2012 REGULAR SESSION

		ROLL CALL			QUESTIONS															
			/ 2012	/ 2012	01a - 206 ON MOTIONS TO approve Corporate Levy	01a - 207 ON MOTIONS TO Oppose IMEF Levy	01a - 208 ON MOTIONS TO approve Co. Hwy Levy	01a - 209 ON MOTIONS TO approve Co. Bridge Levy	01a - 210 ON MOTIONS TO approve Mental Health Levy	01a - 211 ON MOTIONS TO approve	01a - 212 ON MOTIONS TO approve	01a - 213 ON MOTIONS TO approve	01a - 214 ON MOTIONS TO approve	01a - 215 ON MOTIONS TO approve	01a - 216 ON MOTIONS TO approve	01a - 217 ON MOTIONS TO approve	01a - 218 ON MOTIONS TO approve			
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY		
217	AMLING, ROBERT	35			✓															
110	BARR, KENNETH	50			✓															
116	BEHL, ROBERT H.	42			✓															
117	BENNETT, BARBARA	40			✓															
45	CANNON, BRUCE	26																		
133	CLARK, GLENN "DICK"	12			✓															
99	CRUITT, DAVID				✓															
25	DOERNER, FRED				✓															
214	DURBIN, JESSE	12			✓															
105	GERGENI, GARY	26			A															
177	HAYDEN, RICHARD	44			✓															
144	HUNTER, ROBERT JR.	49			✓															
193	JORDAN, ROBERT N.	31			✓															
64	KEARNEY, KAY				✓															
206	LENZ, LARRY	26			✓															
181	ROBERTSON, ROBIN				✓															
148	ROESSLER, JOHN JACK	12			✓															
221	SIMS, TERRY JOE	24			✓															
274	SIMPSON, ROBERT	32			✓															
46	STROHL, DON	45			✓															
329	WARREN, JAMES	28			✓															
44	WETHERELL, DALE	46			✓															

Shelby County Board

P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

September 12, 2012

Ms. Joya Miller
Illinois Department of Transportation
Division of Public and Intermodal Transportation
100 W. Randolph Street, Suite 6-600
Chicago, IL 60601

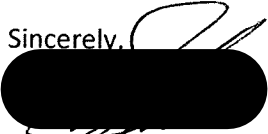
RE: State Grant Number: CAP-10-932-ARRA
Federal Grant Number: IL-86-X001

Dear Joya:

Shelby County requests concurrence from IDOT with the Shelby County DBE Action Plan. The plan was approved by the Shelby County Board on September 12, 2012.

Thank you for your assistance to this project. Please contact (217) 774-4421 with any questions.

Sincerely,



Bruce Cannon
Shelby County Board Chair

Shelby County Disadvantaged Business Enterprises (DBE) Action Plan

September 12, 2012

Project Description

This project would involve the expansion of the existing 2,880 square foot facility located at 1505 W. South 1st Street in Shelbyville, IL. This location is in the southwest portion of the City of Shelbyville on the southwest corner of the intersection of Hickory Street and W. South 1st Street. An estimated additional 3,000 square feet is available based on assumed property lines for the expansion of the facility. This expanded facility will provide a sheltered and secure location to store, clean, and perform minor preventive maintenance on system vehicles as well as dispatch and administrative functions for services provided to Shelby County. Expansion would allow for additional bus storage bays for anticipated fleet expansion. The current floor plan provides space for three medium-duty transit vehicles. Estimated future expansion would allow for storage of two additional vehicles. Expansion of interior office space will also accommodate a new transit administrative position to be housed at the facility.

Items to include on the fixed facility project include: wash bay, ADA restroom, conference room-media, small break room, widen garage doors, door access in rear side of building, paved or concrete parking lot in front and rear, ventilation system, A/C – heat (currently the office area has a window A/C unit and no A/C where vehicles are located and A/C would be needed where the media area will be.)

DBE GOAL

The DBE goal set for the design services is 3%. The DBE goal set for the construction is 5%.

Involved Disciplines/Trades

It is anticipated that the project may generate opportunities for the following, but not limited to the following disciplines and or trades: concrete, excavation, site work, paving, landscaping, steel, heating, plumbing, electrical, painting, carpentry, and roofing.

Objectives/Policy Statement

Disadvantaged Business Enterprise Program

Shelby County has established the following Disadvantaged Business Enterprise (hereinafter referred to as "DBE") program in accordance with regulations of the United States Department of Transportation-Federal Transit Administration (hereafter referred to as "FTA" 49 CFR Part 26.) Shelby County receives federal financial assistance from the FTA through section 5311, Section 5309 and ARRA grants and the State of Illinois from the Illinois Jobs Now Capital Program through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter referred to as the

“Department”), and as a condition of receiving this assistance, Shelby County has signed an assurance that it will comply with applicable provisions of 49 CFR Part 26.

It is the policy of Shelby County to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in FTA assisted contracts. It is also the policy of Shelby County:

1. To ensure nondiscrimination in the award and administration of FTA and State of Illinois assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for FTA and State of Illinois assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable laws;
4. To ensure that the only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help to remove barriers to the participation of DBEs in FTA and State of Illinois assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

Shelby County DBE Liaison Officer

The DBE Liaison Officer to implement and monitor the DBE program:

Shelby County, Board Chairman
301 E Main
Shelbyville, IL 62565

shelbycc@consolidated.net
(217) 774-4421

DBE Participation Steps

Steps or process to be taken by Shelby County to maximize DBE participation efforts includes:

1. Maintain a log that documents efforts by Shelby County.
2. Where possible structure the bidding process so small firms may participate as prime contractors.
3. Hold pre-bid meetings to allow all interested parties to be actively involved in the process.
4. Start the notification process early enough, when possible, to allow the maximum time available for non DBE firms to become certified.
5. Work with IDOT to identify and reach out to potential DBE firms and agencies whose members would include DBE firms.
6. Encourage any interested firms to become certified by contacting IDOT.

Contractor/Bid Documents Review Location

Contractor information and bid documents can be obtained by contacting:

Shelby County, Board Chairman
301 E Main
Shelbyville, IL 62565

shelbycc@consolidated.net
(217) 774-4421

DBE Contractor Special Provisions

This Special Provision will be used by the Shelby County (Grantor) to satisfy the requirements of the Federal Transit Administration and the Illinois Department of Transportation (Department) in regards to ensure nondiscrimination in the award and administration of this contract. The following language will be incorporated into all construction bid documents.

FEDERAL OBLIGATION. If this project includes federal financial assistance, the Grantor is required to comply with the federal regulatory provisions of 49 CFR part 26 as they apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 & listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Grantor to satisfy state law requirements on state-funded contracts according to the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the contractor signs with a subcontractor:

The Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Contract Goal To Be Achieved By The Contractor. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has either contracting or subcontracting opportunities that may be

suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 3% of the A and E work and 5% of the construction work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Grantor will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

1. The bidder documents that enough DBE participation has been obtained to meet the goal;
or
2. The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders may consult the IL UCP DBE Directory as a reference source for DBE-Certified companies. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at www.dot.il.gov.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

1. The bidder shall submit a Disadvantaged Business Utilization Plan on forms 2025 and 2026 (attached) with the bid.
2. The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
3. The Utilization Plan shall include a DBE Participation Commitment Statement, Department from 2025 (attached), for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - A. The names and addresses of DBE firms that will participate in the contract;
 - B. A description, of the work each DBE will perform;

- C. The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- D. DBE Participation Commitment Statements, form 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- E. If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- F. If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved by the Grantor and Department and all information submitted by the bidder must be complete, accurate and adequately document the good faith efforts of the bidder before the Grantor will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Grantor and the Department if the Utilization Plan commits sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26. The Utilization Plan will not be approved by the Grantor or the Department if the Utilization Plan does not commit sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Grantor and the Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. *Mere pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

1. The following is a list of types of action that the Grantor and Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Grantor may be relevant in appropriate cases, and will be considered by the Grantor and the Department.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit

this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- C. Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. (1). Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

(2). A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- E. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- F. Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the contract or Contractor.
- G. Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
2. If the Grantor and the Department determine that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Grantor or the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Grantor will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Grantor is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Grantor and Contractor are governed by the provisions of 49 CFR part 26.55 on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

1. DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
2. DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
3. DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
4. DBE as trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:

- A. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - B. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
5. DBE as a material supplier:
- A. 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - B. 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - C. 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Grantor is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- 1. No amendment to the Utilization Plan may be made without prior written approval from the Grantor. All requests for amendment to the Utilization Plan shall be submitted to the Grantor.
- 2. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Grantor and/or the Department for inspection upon request.

The Grantor or Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision.

Federal Financial Assistance Agreement

Shelby County has signed the following assurances as part of its grant agreement with the Department. They shall be applicable to all FTA and State of Illinois assisted contracts and their administration, and will be incorporated into all contracts with provider agencies, contractors and subcontractors:

“Shelby County and any of its subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any U.S. DOT and Illinois Department of Transportation assisted contract. Shelby County and its subcontractors agree to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that the eligible DBEs have the maximum feasible opportunity in U.S. DOT and the Illinois Department of Transportation assisted contracts. Shelby County DBE program, if required by 49 CFR Part 26 and as approved by the U.S. DOT and the Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Shelby County and its subcontractors of their failure to carry out the approved program, U.S. DOT and the Department may impose sanctions as provided for under 49 CFR Part 26.”

Shelby County Board

P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

September 12, 2012

Ms. Joya Miller
Illinois Department of Transportation
Division of Public and Intermodal Transportation
100 W. Randolph Street, Suite 6-600
Chicago, IL 60601

RE: State Grant Number: CAP-10-932-ARRA
Federal Grant Number: IL-86-X001

Dear Joya:

Shelby County requests concurrence from IDOT with awarding the bids for the Shelby County review appraisal services for leased bus facility improvements. One bid was submitted for review appraisal services. Shelby County Board approved the lowest responsive, responsible bid from Kent Aumann, Aumann Realty and Appraisal Service for \$1,750.

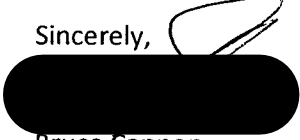
Shelby County is requesting this amount for the review appraisal service.

The Invitation to Bid for this project was published in the following newspaper on the following dates:

- The Shelbyville Daily Union on August 10 and 14, 2012.

Thank you for your assistance to this project. Please contact (217) 774-4421 with any questions.

Sincerely,


Bruce Cannon
Shelby County Board Chair

August 31, 2012

Method of evaluation for review appraiser

Shelby County and C.E.F.S. Economic Opportunity Corporation shall evaluate the proposals received using a weighted scorecard system. If requested, qualified firms may be asked to make an oral presentation in front of a selection committee as part of the evaluation process. Each proposal will be reviewed based on the criteria stated above including:

- Experience 50 points
- References 50 points

- Total: 100 points**

One bid was received: Kent Aumann, Aumann Realty and Appraisal Service

Experience

Kent Aumann has an Associate in Applied Science Degree in real estate from Lincoln Land Community College. He has a Certified General Appraisal License in Illinois, license number 153.0001568. He has completed over 250 residential/farmland/ personal property appraisals each year from 2001 to 2011.

Points 50

References

Two references was called and checked.

- Each reference stated that Kent Aumann, Aumann Realty and Appraisal Service completed excellent appraisals and quality of work was excellent.
- Each reference stated Kent Aumann, Aumann Realty and Appraisal Service did not have any variances in the appraisals. Stated that all appraisals were on target with the value of properties.
- Each reference stated that Kent Aumann, Aumann Realty and Appraisal Service covered all documentation in the appraisals.
- Lastly, each reference stated that Kent Aumann, Aumann Realty and Appraisal Service completed the appraisals in the time frame that they promised.

Points 50

Total Point Kent Aumann, Aumann Realty and Appraisal Service 100

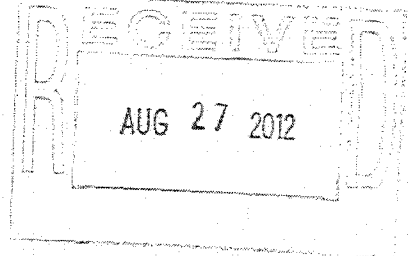
Based on this method of evaluation, I recommend to the Shelby County Board to approve the lowest responsive, responsible bid from Kent Aumann, Aumann Realty and Appraisal Service for \$1,750.

Kevin Bushur MS/LCPC CCAP
Chief Operations Officer
C.E.F.S. Economic Opportunity Corporation

Reviewappraisalbidevaluation083112

Aumann Realty & Appraisal Service

20114 Illinois Route 16 • Nokomis, Illinois 62075
Phone (217) 563-2523 • Facsimile (217) 563-2111



August 24, 2012

Mr. Kevin Bushur, COO
C.E.F.S. Economic Opportunity Corporation
1805 South Banker Street, P.O. Box 928
Effingham, IL 62401-0928


Dear Mr. Bushur:

My quote to perform review appraisals on (2) commercial appraisals on a commercial property located in Shelby County is \$1,750.00. The required paperwork is enclosed.

The State Review will be completed within 30 days of being awarded the bid.

Thank you for your consideration of my proposal.

Sincerely,


Kent E. Aumann
Aumann Appraisal Service

KEA/tlb
Enclosures

Real Estate Brokers



Appraisers

19

KENT E. AUMANN
Appraiser Qualifications

May, 1998 received Associate in Applied Science Degree in real estate from Lincoln Land Community College, Springfield, Illinois.

October, 1998 completed educational requirements for state real estate appraisal license from the Real Estate Education Co., Chicago, Illinois.

APP I: Standards of Professional Practice
APP II: Fundamentals of Real Estate Appraisal
APP III: Single Family Residential Appraisal

November, 1998 Received Illinois State Appraisal License.
License # 154-005505

November, 1998 Received Illinois Real Estate Salesperson License
License # 076369739

March, 2000 Received Illinois Auctioneers Association License
License # 040000614

Classes taken in 2003:

National Association of Independent Fee Appraisers, St. Louis, MO

February 2003: 1.4A Residential Report Writing.

2.1 Introduction to Income Property Appraising

February 2003: 2.2 Techniques of Income Property Appraising

1.4B Report Writing - Non-residential Real Estate Appraising

May 2003: 5.0A National USPAP Update

September 2003 Received Certified Residential Appraisal License # 156.0002733

January 2004 Received Certified General Appraisal License # 153.0001568

Completed approximately 150+ residential/farmland/personal property appraisals during 1999

Completed approximately 225+ residential/farmland/personal property appraisals during 2000

Completed approximately 250+ residential/farmland/personal property appraisals each year during years 2001 through 2011

REFERENCES

Atty. John S. Narmont
209 Bruns Lane
Springfield, IL 62702
(217)787-4130

Mr. James Miller
Security National Bank
1 West Broadway
Witt, IL 62094
(217)594-2221

Atty. Alan Pretnar
501 Hillsboro Street
Taylor Springs, IL 62089
(217)532-9298

Atty. James Beavers
Beavers, Graham and Fines
221 West Main Cross
Taylorville, IL 62568
(217)824-3341

Atty. Steve Cullison
Attorney at Law
405 S. Main Street
Hillsboro, IL 62049
(217)532-5432

Atty. John E. (Jack) Evans
P.O. Box 189
Hillsboro, IL 62049
(217)532-3905

Mr. Larry Halleman
280 North Broad
Carlinville, IL 62626
(217)854-3554

Mr. Ed Chausse
First National Bank of Nokomis
122 West State St.
Nokomis, IL 62075
(217)563-8311

Mr. Loren Compton
Nokomis Savings Bank
100 West State St.
Nokomis, IL 62075
(217)563-7711

Atty. Brad Hantla
413 No. State St.
Litchfield, IL 62056
(217)324-6136

Mr. Mark Noyes
First Community Bank of Hillsboro
400 South Main Street
Hillsboro, IL 62049
(217)532-2030

Mr. Guy Sheridan
Security Mortgage Corp.
220 South Main Street
Hillsboro, IL 62049
(217)532-9431

Mr. Scott Niehaus
CNB, Hillsboro Banking Center
549 South Main Street
Hillsboro, IL 62049
(217)532-6104

Mr. Ken Elmore
First National Bank Litchfield
324 North State
Litchfield, IL 62056
(217)324-2105


Mr. Steve Alwardt, CPA
Fleming Tawfall & Company, PC
1357 E. Union
Litchfield, IL 62056
(217)324-5971

NON-COLLUSION CERTIFICATION

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this proposal/bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, proposer/bidder or potential proposer/bidder.
2. Neither the price(s) nor the amount of this proposal has been disclosed to any other firm or person who is a proposer/bidder or potential proposer/bidder on this project, and will not be so disclosed prior to proposal/bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from proposing/bidding on this project, or to submit a proposal/bid higher than the proposal/bid of this firm, or any intentionally high or non-competitive proposal/bid or other form or complementary proposal/bid.
4. This proposal/bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal/bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing/bidding or to submit a complementary proposal/bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary proposal/bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal/bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

Date: 8-22-12
Signature: 
Printed Name: Nent Herman
Title: 8-22-12
Business Name: Herman, Appel & Bel Services

FTA CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Kent Auman, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

[Redacted Signature]

Signature of Contractor's Authorized Official

Nelson E. Auman, Owner
Auman Appraisal Service Name and Title of Contractor's Authorized Official

8-22-12 Date

Conflict of Interest Statement

All responders to this Request of Proposal must complete this section.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.


Check One:

No Conflicts Of Interest

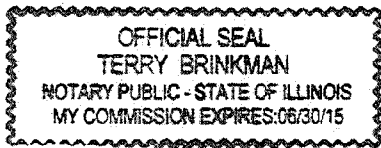
Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.):

ATTACHMENT THREE
ELIGIBLE BIDDER'S CERTIFICATE

I, Nelson F. Aumann, Owner, hereby certify that
Kent Aumann is not included on the U.S. Comptroller General's
Consolidated List of Persons or Firms Debarred from Federal Contracts for violation of
various public contract's incorporated labor standards provisions.


(CEO or Owner)

SUBSCRIBED AND SWORN TO before me this 24th day of August, 2011




Notary Public ✓

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC and INTERMODAL TRANSPORTATION
AND
SHELBY COUNTY

**DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE
GRANT AGREEMENT
(30 ILCS 740/2-1)**

CONTRACT NO. 4251

STATE GRANT NO. OP-13-36-IL

Approved as to Form
by Chief Counsel's Office:
REV: 12/5/11
DOAP

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14

ITEM 28 - TAXPAYER IDENTIFICATION NUMBER

14

Exhibit A, entitled "School Bus Certification"

Exhibit B, entitled "Drug Free Workplace Certification"

This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and Shelby County (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois (hereinafter the "Project");

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 *et seq.*, hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - DEFINITIONS

As used in this Agreement:

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor
- C. "OMB" means the U.S. Office of Management and Budget.

ITEM 2 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Department.

ITEM 3 - PROJECT BUDGET

Under the Act, the Department enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2013, up to the corresponding identical or minimally different appropriation amount provided by Public Act 97-0731, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2013 does not exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the maximum amount of \$662,300, subject to the limitations set forth above, the Act and the Rules.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2013 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

ITEM 4 - FAILURE TO APPROPRIATE FUNDS

This Agreement is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly. The Grantee understands and agrees that the obligations of the Department to make any grants or payments under this Agreement are conditional upon funds being appropriated therefore by the General Assembly and the Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project.

ITEM 5 - PAYMENT PROCEDURES

The Department shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Department's prescribed forms. Payments will be processed upon the Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application and the Act.

Grantees shall have the flexibility to request:

- A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Department; or
- B. a reimbursement for actual quarterly expense and revenue incurred; or
- C. a combination of both.

Advance payments may not be processed by the Department, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Department and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

Grantee agrees that payment shall not constitute a final determination by the Department of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

ITEM 6 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses include, but are not limited to the following:

- A. employee wages and benefits;
- B. materials, fuels and supplies;
- C. rental of facilities;
- D. taxes other than income taxes;
- E. payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Department's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
- F. non-rolling stock-equipment purchases that are less than \$10,000;
- G. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;

- H. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
- I. reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4)
- J. established reserves for self-insurance programs;
- K. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
- L. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
- M. any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

ITEM 7 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include, but are not limited to, the following:

- A. depreciation, whether funded or unfunded;
- B. amortization of any intangible assets;
- C. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- D. profit or return on investments;
- E. excessive payments to associated entities;
- F. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
- G. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
- H. travel and entertainment expenses incurred in attending non-public transportation-related activities;
- I. charter, school bus and sightseeing expenses as defined by the FTA;
- J. fines and penalties;
- K. charitable donations;

- L. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
- M. income taxes;
- N. that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
- O. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
- Q. expenses for freight haulage provided by Grantee;
- R. any expense that is reimbursed from insurance proceeds;
- S. maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and
- T. any other expense determined by the Department to be inconsistent with federal regulations or requirements.

If a Grantee receives federal operating assistance funds through the Department, and federal law prohibits the Grantee from using those funds to pay for any expense that is an eligible operating expense under the Act or the Rules, then that expense shall be ineligible for reimbursement.

ITEM 8 - RECORD RETENTION

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The Grantee shall maintain, for a minimum of three 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 or the Department (hereinafter "Auditing Parties"): and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties 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.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the

records for three years after completion of the action and resolution of all issues arising from it.

ITEM 9 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

ITEM 10 - GRANTEE'S INDEPENDENT AUDIT

Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Department. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year. This deadline may be changed, at the discretion of the Department, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.

ITEM 11 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. At the discretion of the Department, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall

be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

ITEM 12 - ETHICS

A. Code of Conduct

1. Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
 - a. the employee, officer, board member, or agent;
 - b. any member of his or her immediate family;
 - c. his or her partner; or
 - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.
- B. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or

which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.

- C. Bribery - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees or third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

ITEM 13 - UNLAWFUL DISCRIMINATION

- A. Human Rights - Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 *et seq.*); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.
- B. Sexual Harassment - The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

ITEM 14 - SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit A.

ITEM 15 - GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to

initiate and consummate all actions necessary to enable it to enter into this Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department:

- A. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, stating:
 - a. the Grantee is lawfully organized;
 - b. the Grantee is an eligible "participant" as defined in the Act;
 - c. the Grantee is legally authorized to enter into this Agreement; and
 - d. this Agreement will be legally binding on the Grantee.
- B. a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

ITEM 16 - DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit B.

ITEM 17 - INDEMNIFICATION AND INSURANCE

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

ITEM 18 - INDEPENDENCE OF GRANTEE

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be,

agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 19 - NON-WAIVER

Grantee agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or any default on the part of the Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 20 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

ITEM 21 - DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

ITEM 22 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 23 - AMENDMENT

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

ITEM 24 - SEVERABILITY

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

ITEM 25 - ASSIGNMENT

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

ITEM 26 - DOCUMENTS FORMING THIS AGREEMENT

This Agreement, together with Exhibits A and B; the Grantee's Application for the fiscal year as approved by and on file at the Department; the Standard Forms; and all other documents or materials requested by the Department submitted by the Grantee and accepted by the Department before and after execution of this Agreement constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

ITEM 27 - ETHANOL GASOLINE


Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

ITEM 28 - TAXPAYER IDENTIFICATION NUMBER

The Grantee certifies that 376002119 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 2012 through June 30, 2013.

Accepted on behalf of Shelby County:



Signature of Authorized Representative

Bruce Cannon

Type or Print Name of Authorized Representative

Date

Shelby County Board Chairman

Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

Joseph E. Shacter, Director, Division of Public & Intermodal Transportation Date

Matthew Hughes, Director, Office of Finance and Administration Date

Ellen Schanzle-Haskins, Chief Counsel Date
(Approved as to form)

Ann L. Schneider, Secretary Date

EXHIBIT A


CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Shelby County:



Signature of Authorized
Representative

Shelby County Board Chairman
Title

10/1
Date

EXHIBIT B

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

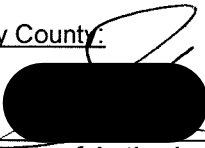

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Grantee's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Shelby County: 


 Signature of Authorized Representative

Shelby County Board Chairman
 Title

 Date

Resolution 12 - 28
RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development of improved public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE SHELBY COUNTY BOARD OF SHELBY COUNTY:

Section 1. That the Shelby County enter into a Downstate Public Transportation Operating Assistance Agreement, Contract No. 4251, Grant No. OP-13-36-IL ("Agreement") with the State of Illinois and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of the Downstate Public Transportation Act (30 ILCS 740/1 *et seq.*).

Section 2. That the Shelby County Board Chairman of Shelby County is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of Shelby County for such assistance.

Section 3. That the Shelby County Board Chairman of Shelby County is hereby authorized to provide such information and file such documents as may be required to perform the Agreement or its amendment(s) and to request and receive the grant funding.

ADOPTED this 12th day of September, 2012.



Bruce Cannon, Shelby County Board Chairman


OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for Shelby County ("Grantee"). In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 *et seq.* ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Contract No. 4251, Grant No. OP-13-36-IL ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following:

1. The Grantee is an eligible "Participant" as defined in the Act.
2. There are not provisions in the Grantee's charter, by-laws, or in the laws or rules of the State of Illinois, United States of America, or any units of local government that preclude or prohibit the Grantee from entering into such Agreement.
3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. The undersigned has no knowledge of any pending or threatened litigation in either Federal or State court, which would adversely affect the Agreement or prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature: _____


Deborah Riley
State's Attorney for Shelby County.

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC and INTERMODAL TRANSPORTATION

AND

Shelby County

NON-METRO AREA TRANSPORTATION
OPERATING, CAPITAL AND ADMINISTRATIVE ASSISTANCE
GRANT AGREEMENT
(49 USC §5311)

CONTRACT NO.: 4300

STATE GRANT NO.: RPT-13-019

FEDERAL GRANT NO.: IL-18-X027 & IL-18-X029

CFDA NO.: 20.509

FEDERAL PROGRAM: Section 5311

**NOTE: THIS GRANT AGREEMENT IS FOR COST REIMBURSEMENT ONLY AND,
IN ACCORDANCE WITH SECTION 5 OF THE GRANT FUNDS RECOVERY ACT
(30 ILCS 705/5), IT IS PERMITTED TO HAVE A TERM OF MORE THAN
TWO YEARS**

Approved as to Form
by Chief Counsel's Office
REV: 8/8/12
5311.doc

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Exhibit A, entitled "Grantee's Section 5311 Application" (on file at the Department)

Exhibit B, entitled "Approved Project Budget" (on file at the Department)

Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs" (on file at the Department)

Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department)

Exhibit E, entitled "Section 5333b Special Warranty" (on file at the Department)

This Contract No. **4300** (hereinafter referred to as "Agreement") is made by and between the Illinois Department of Transportation, Division of Public and Intermodal Transportation, (hereinafter referred to as the "State" or "Department") and **Shelby County** (hereinafter referred to as the "Grantee" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a Non-Urbanized area of Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference as Exhibit "A"; and

WHEREAS, the Department has applied under Section 5311 of the Federal Transit Act, as amended, (49 U.S.C. Section 5311), to the Federal Transit Administration (hereinafter "FTA") for federal operating, capital and administrative assistance for this Project; and

WHEREAS, the Department's application has been approved by FTA; and

WHEREAS, the Grantee represents that it is an eligible recipient and has made application to the Department for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49, *et seq.* and 30 ILCS 740/1 *et seq.* (hereinafter referred to as the "Acts"); and

WHEREAS, the Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Department:

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide federal financial assistance (hereinafter referred to as the "Grant") to the Grantee, to set forth the terms and conditions upon which the Grant will be made available, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, used, and completed. The parties further agree as follows:

ITEM 1 - DEFINITIONS

As used in this Agreement:

- A. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.
- B. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.
- C. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- D. "Government" means both the government of the United States of America and/or the State of Illinois.
- E. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- F. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.
- G. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced facilities.

- H. "Section 5311" (formerly known as "Section 18") refers to the "Formula Grant Program for Areas Other than Urbanized Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).
- I. "U.S. DOT" means the United States Department of Transportation.

ITEM 2 – THE PROJECT

The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the Grantee's final approved application and the service plan on file at the Department's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Department representatives. The Grantee's application and service plan are incorporated into this Agreement and made a part hereof as Exhibit "A". The Grantee shall not reduce, terminate, or substantially change such public transportation services, as set forth in Exhibit "A", without the prior written approval of the Department.

ITEM 3 - AMOUNT OF GRANT

The Department will fund up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Grantee (and/or Grantee's contractor) during state fiscal year **2013** (hereinafter referred to as "fiscal year") to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Department for the Project, up to the amount as stated in the Approved Project Budget. The method for determining the intercity bus portion of the project shall be in accordance with the Department's guidelines, as from time to time adopted.

If the Project includes operating capital expenditures, the Department will provide up to 50% of the costs of the eligible operating capital expenses, subject to the amount in the Approved Project Budget. These capital items will be treated as operational support expenses and included as operating expenses to determine deficit. In no event shall the operating capital portion of the Grant exceed 10% of the Approved Project Budget.

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement is **\$383,697**.

The Grantee agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the funds received from the Government pursuant to this Agreement, shall equal 100% of the total Project Cost.

The Grantee further understands that the Department shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Department results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Department does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Department will be made after project close-out and completion of an audit.

ITEM 4 - THE PROJECT BUDGET

The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the latest Approved Project Budget. A copy of the Approved Project Budget (Exhibit B) is on file at the Department, and said Approved Project Budget may be revised from time to time at the sole discretion of authorized Department representatives, but no Budget or revision thereof shall be effective unless and until the authorized Department representative shall have approved the same in writing. However, any amendment to the Approved Project Budget should be in accordance with the provisions of ITEM 35. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this Agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, that are not specifically set forth in this Agreement, and that all prior arrangements and understandings, verbal or written, are merged into and contained in this Agreement.

The Parties hereto further agree that the entire Agreement consists of this document, entitled "Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant Agreement," together with Exhibit A, entitled, "Grantee's Section 5311 Application" (on file at the Department); Exhibit B, entitled "Approved Project Budget" (on file at the Department); Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs," (on file at the Department); Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department); and Exhibit E, entitled "Section 5333b Special Warranty," (on file at the Department); all of which are, by this reference, incorporated herein and made a part hereof.

ITEM 6 – REVERSION OF GRANT FUNDS

- A. Illinois Grant Funds Recovery Act - This Grant is subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1. This grant agreement is for cost reimbursement only and, in accordance with Section 5 of the Grant Funds Recovery Act (30 ILCS 705/5), it is permitted to have a term of more than two years. This Grant is valid through **June 30, 2013** and grant funds are available to the Grantee for costs incurred by the Grantee until said date unless the Department, at its discretion, grants an extension of time. Any grant funds which are not expended or legally obligated by the Grantee at the end of the Grant Agreement or by the expiration of the period of time grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the Project Settlement & Close-Out ITEM of this Agreement. This date is subject to further revision at the sole determination and discretion of the Department.

Pursuant to Section 4 of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee agrees to comply with the quarterly reporting requirements set forth by the Department. In the event that the Grantee fails to comply with the reporting requirements, the Department has the right to withhold or suspend the reimbursement of grant funds to the Grantee.

The Grantee also agrees to comply with other requirements of the Illinois Grant Funds Recovery Act whereby the Department, the Auditor General or the Attorney General has the authority to inspect and audit any books, records or papers related to the grant, funds, program or project granted hereunder.

- B. Failure to Appropriate Funds and Failure of Grant Authority - This Grant, and the processing of any requisitions and the payment of any funds under this Agreement, is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee understands and agrees that the obligations of the Department to make any grants or payments under this Agreement are conditional upon funds being appropriated therefore by the General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project or the Department's lacking the authority to make or continue this Grant.
- B. This Grant and the processing of any requisitions from the Grantee and the payment of any funds to the Grantee is contingent upon this Project and the Grantee meeting all federal and state requirements, and is further contingent upon the Department's receipt of sufficient Federal funds for this Project.

ITEM 7 - ACCOMPLISHMENT OF THE PROJECT

- A. General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including all documents listed in ITEM 5 above, and in compliance with all applicable laws and Department guidelines, as from time to time adopted.
- B. Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Department and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all third party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars and 49 CFR Parts 18 and 19.

- C. Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.
- D. Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Department of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- E. No Government Obligations to Third Parties - The Department and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Department or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.
- F. Illinois Law - Notwithstanding federal preemption, this Agreement shall be construed in accordance with the laws of the State of Illinois.
- G. Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Department and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, and/or the Master Agreement between the Department and FTA (a copy of which is incorporated herein by reference) or the Grant Agreement for this Project.

ITEM 8 - REQUISITIONS AND PAYMENTS

- A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Department will honor any properly submitted requests in the manner set forth in this ITEM. In order to receive Grant payments pursuant to this Agreement, the Grantee must:
1. complete, execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
 2. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Department, to substantiate these costs;
 3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
 4. have submitted all financial and progress reports currently required by the Department; and
 5. have received approval by the Department for all budget revisions required to cover all costs to be incurred through the end of the requisition period.
- B. Payment by the Department - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Department, the Department will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Department of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Department, towards the timely completion of the Project. If all of these circumstances are found to exist, the Department will reimburse apparent allowable costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum amount of the Grant therefore as shown in the Approved Project Budget. Requisitions may not be submitted more frequently than quarterly. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the allowability of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will make a final determination as to allowability of any payments made to Grantee only after a final audit of the Project has been concluded.
- In the event the Department determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.
- C. Allowable Costs - In addition to the other requirements of this Agreement, to be considered "allowable" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors, be documented to the satisfaction of the Department, and meet the criteria set forth in the applicable provisions of the Department's 5310/5311 Grants Management Manual, as revised from time to time.
- D. Disallowed Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, the Department will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in ITEM 3 of this Agreement or other date specifically authorized by the Department; (iii) costs incurred by the Grantee which are not provided for in the latest Approved Project Budget; and (iv) except as otherwise provided in Department guidelines, costs attributable to goods or services

received under a contract or other arrangement which has not been concurred in or approved in writing by the Department.

- E. Excluded Costs – Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for disallowed costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.

The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).
2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality.

A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers", 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Part 901.9(i).

All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to the "Acts". The Department shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Department or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Department from FTA and from funds authorized pursuant to the Acts.

ITEM 9 - CONTINUANCE OF SERVICE

The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, or by contract, as the case may be, the public transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Department. At least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Department, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Department, detailing the services that are proposed for reduction or termination. The Department shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

ITEM 10 – REAL PROPERTY, EQUIPMENT AND SUPPLIES

The Grantee acknowledges that the federal government retains an interest in Project Facilities (as defined herein) until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Department, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement (hereinafter referred to as "Project Facilities").

- A. Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Department. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Department may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Department within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Department upon request such information as the Department may require in order to assure compliance with this ITEM, and the Grantee shall immediately notify the Department in all cases where Project Facilities are used in a manner substantially different from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Department, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of allowable cost under this Agreement. The Grantee shall also submit, from time to time, to the Department upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

- B. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Department, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Department), including, but not limited to 49 CFR Parts 18.31 - 18.34 and Parts 19.30 - 19.37 and OMB Circular A-102. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of repairs. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this ITEM. The Department reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

If, at any time during the useful life of the Project Facilities, any of the Project Facilities are not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify and receive approval from the Department prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Department procedures and this Agreement.

C. Transfer of Project Facilities

1. Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Department (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).
2. Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Department. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.

- D. Withdrawn Property - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Department, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.
1. Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Department the Government interest in the fair market value, if any, of any item of the Project Facilities whose unit value exceeds \$5,000, or the Project Facility, at the option of the Department. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.
 2. Fair Market Value - The following requirements apply to the calculation of fair market value:
 - a. Project Facilities - Unless otherwise approved in writing by the Department, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Department with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.
 - b. Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.
- E. Disposition of Property - After the end of its useful life, if any fixed facility (in whole or in part) or revenue service vehicle funded through this Agreement is planned to be disposed of, the Grantee shall notify the Department thereof not later than 30 days prior to its planned disposition.
- F. Misused or Damaged Property - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.
- G. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.

H. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:

1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or
2. Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.

I. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, or (ii) return to the Department an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

ITEM 11 - PROCUREMENT

- A. Contracts - All contracts funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and all contracts funded with assistance provided through this Agreement for services exceeding \$10,000 must be approved by the Department prior to the Grantee executing or obligating itself to such contract. Any such contract or subcontract approved by the Department shall contain all of the contract clauses provided pursuant to this Agreement, and to conform to the requirements of FTA 4220.1E "Third Party Contracting Requirements" November 1, 2008 and any later revisions thereto and 49 CFR § 18.36 or at §§ 19.40 through 19.48, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Departmental approval in writing.
- B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).
- C. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.
- D. Award to Responsible Contractors. In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third party contract, the Grantee agrees to consider:
1. The third party contractor's integrity;
 2. The third party contractor's compliance with public policy;
 3. The third party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
 4. The third party contractor's financial and technical resources.

- D. Force Account - FTA and the Department reserve the right to refuse or limit their participation in force account costs.
- E. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.
- F. Buy America - Each third party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of Exhibit C) and will incorporate its provisions as a part of every relevant third-party contract.
- G. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.
- H. Preference for Recycled Products - To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- I. Bus Testing - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.
- J. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Department and FTA.
- K. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Department before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Department's immunity to suit.
- L. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- M. Steel Products - The Grantee shall comply with the applicable provisions of the Steel Products Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.
- N. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives.
- O. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Department's guidelines contained in the Section 5310/5311 State Management Plan and any other

policies or procedures which the Department may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Department's Operating Capital guidelines as follows:

1. Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Department concurrence and procurement procedures.
2. Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Department specified procurement procedures and concurrence requirements.

All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 10% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

- P. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal year governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement. All costs for capital activity funded through this Agreement must be expended by the Grantee within three months of the end of the fiscal year governed by this Agreement. The Grantee shall maintain ownership of any capital asset purchased even if the user of the asset is an operating entity other than the Grantee. The Grantee must notify the Department (and provide supporting documentation satisfactory to the Department) at the time obligations are made and prior to payment to a vendor or contractor.

In the event the Grantee has followed all the procedures set forth in the Section 5310/5311 State Management Plan and obtained all required approvals, the Department will revise the Approved Project Budget and send a copy of the revised budget to the Grantee. The Grantee will be only reimbursed after the Department has revised the Approved Project Budget, the Grantee has paid for the activity, and the Grantee has requisitioned the expenses as an Operating Capital item on the standard program requisition forms provided by the Department.

ITEM 12 - ETHICS

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
 - a. The employee, officer, board member, or agent;
 - b. Any member of his or her immediate family;
 - c. His or her partner; or
 - d. An organization that employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that the Grantee's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.
- B. Interest of Members of or Delegates to Congress - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.
 - C. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
 - D. False or Fraudulent Statements or Claims - The Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee the penalties of 18 U.S.C. § 1001; 49 U.S.C. § 5307; The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*; and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, as the Government may deem appropriate. The Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.
 - E. Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification (as part of Exhibit C) and will incorporate it in its applicable third party contracts and require a comparable certification from its contractors or subcontractors.
 - F. Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. § n 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed the attached Debarment certification (as part of Exhibit C).
 - G. Bribery - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees or third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

- H. Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.

ITEM 13 - ACCOUNTING, RECORDS, AND ACCESS

- A. Project Accounts - The Grantee shall establish and maintain as a separate set of accounts, or as an integral but identifiable part of its current accounting scheme, accounts for the Project ("Project Accounts") in conformity with requirements established by the Department.
- B. Funds Received or Made Available for the Project - The Grantee shall appropriately record in the Project Account, and deposit in a federally insured bank or trust company, all Grant payments received by it from the Department pursuant to this Agreement and all other funds provided for, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as "Project Funds."

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

The Grantee agrees to report to the Department, at such other times as the Department may prescribe in writing, the amounts recorded, as required above, in the Project Account.

All Project Funds held by the Grantee over one (1) month shall draw interest and the amount of such interest earned shall be reported to the Department in the quarterly Project Account report. Such interest shall be applied to the Project Cost as directed by the Department.

- C. Eligible Costs - Expenditures made by the Grantee shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:
1. be made in conformance with Grantee's final, approved application and the Approved Project Budget and all other provisions of this Agreement;
 2. be necessary in order to accomplish the Project;
 3. be reasonable in amount for the goods or services purchased;
 4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);
 5. be in conformance with the standards for allowability of costs established by the Department;
 6. be satisfactorily documented;
 7. be incurred within the state fiscal year governed by this Agreement; and
 8. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department for the Grantee. Those principles include, but are not limited to, OMB Circulars A-87, A-21, A-122, and 48 CFR Part I, Section 31.2. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Department.

- D. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Department.
- E. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.
- F. Record Retention - The Grantee shall maintain (and shall cause its contractors and subcontractors to maintain), for a minimum of three (3) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties 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 Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- G. General Audit and Inspection - Pursuant to all applicable Office of Management & Budget Circulars, the Grantee shall permit, and shall require its contractors to permit, the Department or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). The Department may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report.
- H. Reporting - At a minimum, the Grantee agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time. Should the grant funds awarded under this Agreement equal or exceed \$25,000 in federal funding, including by addition of subsequent funds, the Grantee agrees to assist the Department in its compliance with the Federal Funding Accountability and Transparency Act (FFATA) Pub. L. 109-282, September 26, 2006, as amended by § 6202 of Pub. L. 110-252, June 30, 2008.
- I. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Department any unexpended balance of the Grant. Prior to close-out, however, the Department reserves the right to deobligate unspent funds.
- J. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for

compliance with federal regulations or to assure proper Project management as determined by the Government.

ITEM 14 – RIGHT OF DEPARTMENT TO TERMINATE

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance herein provided for (i) when the Grantee is, or has been in violation of the terms of this Agreement, (ii) for Department convenience, or (iii) when the Department determines, in its sole discretion, that the purpose of the Acts authorizing the Grant would not be adequately served by continuation of Government financial assistance to the Project. Termination of any part of the Grant will not invalidate obligations properly incurred by the Grantee and concurred in by the Department prior to the date of termination, to the extent they are non-cancelable. Neither the acceptance of a remittance by the Department of any or all Project Funds from the Grantee nor the closing out of Government financial participation in the Project shall constitute a waiver of any claim which the Government may otherwise have arising out of this Agreement.

Upon the occurrence of any condition or conditions listed in this ITEM for termination or suspension, the Parties agree that the Department, by written notice to the Grantee, may elect to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such Grant payment or payments, or any portion thereof, which the Grantee has received pursuant hereto.

The foregoing remedies shall become available to the Department if the Grantee violates the terms of this Agreement and/or if one or more of the following occurs:

- A. There is any misrepresentation of a material nature in the Grantee's Application, or amendment thereof, or otherwise in respect to this Agreement or in any document or data furnished pursuant hereto, or in any other submission of the Grantee to the Department in connection with the Grant;
- B. There is pending litigation which, in the opinion of the Secretary of the Department, may jeopardize the Grant or the carrying out of this Agreement;
- C. There has been, in connection with the Grant, any violation of the state or federal regulations, ordinances or statutes applicable to the Grantee, its officers or employees which, in the opinion of the Department, affects this Agreement;
- D. Any contributions provided by the Department pursuant to this Agreement are used for an ineligible purpose;
- E. The Grantee is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;
- F. The Grantee is in default under any of the provisions of this Agreement;
- G. There is a failure to make progress, which, in the judgment of the Department, significantly endangers substantial completion of performance of the Project within a reasonable time;
- H. The Grantee has failed to maintain the Project Facilities as required by this Agreement;
- I. The Department determines that the purpose of the Acts would not be adequately served by continuation of state or federal assistance to the Project; or
- J. The state Legislature fails to make sufficient appropriations for this Grant.

The Grantee shall include similar provisions for suspension or termination in its third party contracts. Such contracts shall also describe conditions under which the contract may be terminated for default and for circumstances beyond the control of the contractor or subcontractor.

ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT

Upon receipt of notice of successful completion of the Project or upon termination by the Department, the Department shall perform a final audit of the Project to determine the allowability of costs incurred, and shall make final determination of amounts due to the Grantee under this Agreement. If the Department has made payment to the Grantee in excess of the final total amount determined by the audit to be due the Grantee, the Grantee shall promptly remit such excess to the Department. The Project close-out occurs when the Department notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by final audit, to the Grantee, or when an appropriate refund of Government Grant funds, as determined by final audit, has been received from the Grantee and acknowledged by the Department. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

ITEM 16 - GRANTEE'S WARRANTIES

The Grantee represents that it has lawfully entered into this Agreement. The Grantee further agrees to initiate and consummate any and all actions that may later be necessary to make this a legal and binding obligation and agreement of the Grantee. The Grantee warrants that there is no provision of its charter or by-laws, or any rules, regulations, or legislation, which prohibits, voids, or otherwise renders unenforceable against the Grantee any provision or any clause of this Agreement or any law referred to in this Agreement. The Grantee warrants further (i) that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, (ii) that the Grantee has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder, and (iii) that the Grantee will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder. The Grantee agrees that prior to Department execution of this Agreement, the Grantee will provide to the Department:

- A. An opinion of counsel, acceptable to the Department that the Grantee is an eligible participant in the Project, that the Grantee has complied fully with the pertinent requirements of state and federal law, its charter, bylaws and internal procedures in entering into this Agreement; that there is no pending litigation concerning the authority of the Grantee to enter into and carry out this Agreement, and that this Agreement is legally binding upon the Grantee;
- B. An executed copy of the "IDOT & FTA Assistance Programs Certifications and Assurances" which is incorporated herein by reference as Exhibit C (on file at the Department); and
- C. A certified copy of the resolution of the Grantee's governing board authorizing and approving execution of this Agreement which is incorporated herein by reference as Exhibit D (on file at the Department).
- D. An executed Section 5333b Special Warranty which is incorporated herein by reference as Exhibit E (on file at the Department).

ITEM 17 - CONTRACTS OF THE GRANTEE

The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Department except where expressly provided otherwise in Department guidelines, or where specifically approved in writing by the Department. Each contract entered into by the Grantee must be approved by the Department prior to the Grantee executing such contract, except as provided in Department guidelines.

The Grantee shall include a requirement in all Grantee contracts with third parties that the contractor complies with the requirements of this Agreement in performing such contract, and that the contract be subject to the terms and conditions of this Agreement.

ITEM 18 - THIRD PARTY CONTRACT CHANGES

After approval thereof by the Department, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Department guidelines, unless such change or modification is specifically approved in writing by the Department, and, where the budget is affected, until the Approved Project Budget has been amended by the Department as may be necessary to accommodate such change or modification.

ITEM 19 - COOPERATION IN CONNECTION WITH INSPECTION

In connection with any inspection on behalf of the Department under this Agreement the Grantee agrees to cooperate fully by making available to the Department reports of all prior inspections (including quality control and safety) and by performing such analyses and tests and furnishing of reports thereof as may be reasonably requested by the Department, and by allowing Department representatives to carry out any and all physical inspections of Project Facilities, examinations of Project records thereof, as may be requested, from time to time, by the Department. All such inspections shall be performed with minimum disruption or interference with the service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

ITEM 20 - INDEMNIFICATION AND INSURANCE

The Grantee agrees to save harmless and indemnify the Government, and its agents, officers and employees, from any and all losses, expenses, damages (including loss of use), suits, demands and claims and shall defend any suit or action, whether at law or in equity, brought based on any alleged injury (including death) or damage arising from the actions or inactions of the Grantee, and/or the Grantee's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Government and its officials, employees and/or agents in connection therewith.

The Grantee agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance, as will protect the Grantee from any and all claims for damages to property (including applicable flood insurance) or for bodily injury (including death), which may arise from or in connection with the operations, actions or inactions by the Grantee or by anyone directly or indirectly employed by the Grantee or associated with it, and the Grantee shall at all times during the Project maintain and furnish the Department with current certificate(s) evidencing all such required insurance coverage with the Government named as an additional insured and protected party where appropriate. The cost of such insurance carried by the Grantee shall not be an item of eligible Project Cost.

ITEM 21 - NON-WAIVER

The Grantee agrees that in no event shall any action or inaction on behalf of or by the Department, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach by the Grantee of any terms of this Agreement or any default on the part of the Grantee which may then exist; and any action, including the making of a payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 22 - INDEPENDENCE OF GRANTEE

In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of the Government. Furthermore, the Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the Government and will not by reason of any relationship with the Grant make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the Government including but not limited to, rights and privileges concerning workers compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 23 - LABOR LAW COMPLIANCE

- A. General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.
- B. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended by § 3039 of SAFETEA-LU, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.
- C. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5311 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.
- D. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Buss Accessibility Program agreed

to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.

- E. Third Party Contracts - The Grantee agrees to include any applicable requirements of this ITEM in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.
- F. The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements referenced as Exhibit E (on file with the Department).

ITEM 24 - CIVIL RIGHTS

- A. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 *et seq.*; Federal Transit Law at 49 U.S.C. § 5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21; and FTA Circular 4702.1A, "Title VI and Title VI -- Dependent Guidelines for Federal Transit Administration Recipients", May 13, 2007.
- B. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:
 - 1. General Requirements - The Grantee agrees as follows:
 - a. Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.
 - b. EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.
 - 2. Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, with U.S. Health and Human Services regulations, "Nondiscrimination

on the Basis of Age in Programs or Activities Receiving Financial Assistance, " 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.

3. Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.
 4. Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.
 5. Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency", 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficiency Persons," 70 Fed. Reg. 74087, December 14, 2005
- C. Illinois Human Rights Act - The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "Department" for this subsection only), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the

Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 7. That it will include verbatim or by reference the provisions of this ITEM in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the Department in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- D. Sexual Harassment - The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.
- E. Disadvantaged Business Enterprise ("DBE") - To the extent required by federal law, regulation, or directive, the Department encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees who receive more than the minimal federal assistance threshold (currently Grantees receiving planning, capital, and/or operating assistance who will have contracting opportunities (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a federal fiscal year, see 49 CFR Part 26.21) agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:
1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.
 2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR 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, 31 U.S.C. §§ 3801 *et seq.*

3. The Grantee agrees to include the following clauses in all agreements between the Grantee and in all third party contracts funded in whole or in part with Government assistance:
 - a. "The Grantee or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S.DOT-assisted (contracts or agreements). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement), that may result in the termination of this (contract or agreement) or such other remedy as the Department deems appropriate."
 - b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee). "

F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.
2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, *et seq.*; and the following regulations and any amendments thereto:
 - a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
 - b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192 and 49 CFR Part 38;
 - d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 - e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
 - g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
 - h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;

- i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
 - j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;
3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.
- G. Confidentiality - Drug or Alcohol Abuse – To the extent applicable, the Grantee agrees to comply with the confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 *et seq.*, and any amendments thereto.
- H. Seat Belt Use – The Grantee shall encourage on-the-job seat belt use policies and programs for its employees in accordance with U.S. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note.
- I. Transportation Infrastructure Finance and Innovation Act – The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFA), with regard to any TIFA funds received by the Grantee.

The Grantee also agrees to include the requirements of this ITEM in each applicable contract or subcontract financed in whole or in part with federal assistance.

ITEM 25 - SEVERABILITY

The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

ITEM 26 - INTELLECTUAL PROPERTY

A. Patent Rights

- 1. In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Department and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.
- 2. The Grantee agrees to include this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.

B. Rights in Data and Copyrights

- 1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term

includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

2. The following restrictions apply to all subject data first produced in the performance of this Agreement:
 - a. Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.
 - b. As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:
 - (i) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - (ii) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.
3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Department determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (B)(2) of this ITEM, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.
4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the State of Illinois and FTA, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the Government.
5. Nothing contained in this ITEM pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.

6. The requirements of subparagraphs (B)(2), (3), and (4) of this ITEM do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.
 7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.
 8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.
- C. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

ITEM 27 - SCHOOL BUS AND CHARTER SERVICES OPERATIONS

- A. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Department, the Grantee certifies, by signing this Agreement, that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 2705-305(f) after the date of this certification and this Agreement.
- B. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification referenced hereto as part of Exhibit C. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

ITEM 28 – LABOR PROVISIONS

- A. Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 let by the Grantee in carrying out the Project:
 1. Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the

Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

2. Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.
- B. State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.
- C. Illinois Public Works Preference Act - To the extent applicable and consistent with federal law, the Grantee shall include in all third party contracts the applicable provisions of the Illinois Public Works Preference Act, 30 ILCS 560.
- D. Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

ITEM 29 – SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580, and U.S. DOT Drug-Free Workplace Act of 1988, , 41 U.S.C. §§ 701 *et seq.*, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 U.S.C. § 5331 and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification referenced in this Agreement (as part of Exhibit C).

If applicable, the Grantee also agrees to comply with all aspects of the anti-drug and alcohol program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation 49 CFR Part 655, that implement 49 U.S.C. § 5331, and to require contractors and subcontractors, when applicable, to do the same.

ITEM 30 – ENVIRONMENTAL REQUIREMENTS

The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

- A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.
- B. Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:
1. The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.
 2. In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
 3. The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.
- C. Use of Public Lands – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C. Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

- D. Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350..
- E. Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*
- F. Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. §4321 note.
- G. Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.
- H. Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*
- I. Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c involving historic and archaeological preservation.
- J. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b),, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
- K. Energy Conservation - To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.* In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.
- L. Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 *et seq.* The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6
- M. Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.
- N. Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.

- O. Indian Sacred Sites - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.
- P. Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

ITEM 31 - PRIVACY

Should the Grantee, or any of its third party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.

ITEM 32 – PROTECTION OF SENSITIVE SECURITY INFORMATION

To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

ITEM 33 – DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

The Grantee shall immediately notify the Department of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to inform the Department before naming the Government as a party to litigation for any reason in any forum.

ITEM 34 - ASSIGNMENT

The Grantee agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department, which consent may be withheld.

The Grantee also agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department.

ITEM 35 - AMENDMENT

The Parties agree that no amendment to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.

ITEM 36 - TITLES

The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

ITEM 37 – TAXPAYER IDENTIFICATION NUMBER

The Grantee certifies that 376002119 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

The Grantee, by signature of its authorized representative, certifies under oath that all the information in this Agreement is true and correct to the best of the Grantee's knowledge, information and belief, that the funds shall be used only for the purposes described in this Agreement, and that the award of grant funds is conditioned upon this certification.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 2012 through June 30, 2013.

Accepted on behalf of Shelby County:



Signature of Authorized Representative

Bruce Cannon

Type or Print Name of Authorized Representative

Date

Shelby County Board Chairman

Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

Joseph E. Shacter, Director, Division of Public and Intermodal Transportation

Date

Matt Hughes, Director, Office of Finance and Administration

Date

Ellen Schanzle-Haskins, Chief Counsel
(Approved as to form)

Date

Ann L. Schneider, Secretary

Date

Opinion of Counsel

I, the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel for and attorney for Shelby County. In this capacity, my opinion has been requested concerning the eligibility of Shelby County for grant assistance under the provisions of the Downstate Public Transportation Act (Act), 30 ILCS 740/3-1 et seq., and 49 U.S.C. § 5311. I have also reviewed the Section 5311 Operating Assistance Grant Agreement, contract # 4300, ("Agreement") tendered by the State of Illinois ("State") to the Grantee. You are hereby advised as follows:

1. Shelby County is an eligible recipient as defined in state regulations.
2. There are no provisions in Shelby County's charter or by-laws or in the statutes of the State, the United States of America, or any other local ordinances that preclude or prohibit Shelby County from making said Agreement for or contracting with the State for the purpose of receiving a State operating assistance grant.
3. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit Shelby County from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, I am of the opinion that Shelby County is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signature: _____

Deborah Riley

Attorney for: _____

Shelby County

Date: _____



Community Energy Aggregation Program

AN ENERGY SOLUTIONS COMPANY

Community Aggregation Programs

- ▶ The General Assembly provided the authority for local governments to negotiate lower electricity costs for constituents through aggregation programs in Public Act 97-338.
- ▶ Constituents in aggregation programs can save up to 36% on electricity supply charges, which allows savings to flow back into the local economy.

80A

Program Benefits

- ▶ Programs result in lower electricity costs for constituents through negotiations with electricity provider because there is no obligation to enter into a contract with a provider unless savings are available.
- ▶ No obligation to continue the program if savings are not available.
- ▶ No hidden fees or costs in the future for constituents that opt out of the program, or if the program is discontinued.
- ▶ Savings will flow back into the local economy.
- ▶ Common terms which may be negotiated include:
 - Grants for community improvement
 - Green energy sources
 - Contract length
 - Other specific terms the city deems vital to electric service

80B



How does this change current electric service?

- ▶ If savings are not available at the time, there is no obligation to enter into a contract, and service will continue with Ameren at the current rate.
- ▶ Ameren will still operate the service and distribution centers, and maintain the lines running to homes and businesses.
- ▶ Ameren will still service and repair lines during an outage. Constituents will continue to call Ameren when they have problems with their service.
- ▶ Constituents will still receive one bill every month, it will just be lower.
- ▶ Constituents may opt out of the program for any reason, without any penalty, and there is a 90 day window to opt out prior the change.
- ▶ Constituents who have negotiated their own electric savings will not be included in the program, unless they want to join in.
- ▶ Individuals who are in a co-ops will not be affected at all.

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How does it all work?

- ▶ Enact an ordinance to place a referendum on the ballot which asks:
“Shall the City (County) of _____ have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program.”
- ▶ SIMEC and the Arthur Agency will educate the public about the program. Town hall meetings, community outreach, and direct contact will make the referendum successful.
- ▶ After the successful referendum, SIMEC oversees and administers the supply bid process for significant savings. SIMEC is not affiliated with any of the suppliers, and is only concerned with getting the best deal on behalf of the town, meeting all specified terms.
- ▶ If savings are not available at that time, Ameren continues service until savings are available.
- ▶ Once an agreement is achieved with an electric provider, under the terms set by the local government, the savings begins.



Savings Ameren (Zone 1) per Household Breakdown

June 2012 to September 2012 (Summer Rate)

Percent Savings	Ameren Rate Zone 1	Savings per kWh	Estimated Avg Annual Household Load	Savings per Year
10%	\$ 0.06180	\$ 0.00618000	10,600	\$ 65.51
15%	\$ 0.06180	\$ 0.00927000	10,600	\$ 98.26
20%	\$ 0.06180	\$ 0.01236000	10,600	\$ 131.02
25%	\$ 0.06180	\$ 0.01545000	10,600	\$ 163.77
30%	\$ 0.06180	\$ 0.01854000	10,600	\$ 196.52

September 2012 to May 2013 (Winter Rate)

Percent Savings	Ameren Rate Zone 1	Savings per kWh	Estimated Avg Annual Household Load	Savings per Year
10%	\$ 0.05467	\$ 0.00618000	10,600	\$ 57.95
15%	\$ 0.05467	\$ 0.00927000	10,600	\$ 86.93
20%	\$ 0.05467	\$ 0.01236000	10,600	\$ 115.90
25%	\$ 0.05467	\$ 0.01545000	10,600	\$ 144.88
30%	\$ 0.05467	\$ 0.01854000	10,600	\$ 173.85

*Numbers are based on an estimate average household usage of 10,600 kWh annually
 *Savings are based on current market conditions

Summary

- ▶ Lower electric bills for constituents, or no program will take effect
- ▶ Consumer savings will flow back into the local economy
- ▶ A program tailored to the needs of the local government
- ▶ Current service unaltered
- ▶ Constituents in co-ops and other electricity arrangements are not effected
- ▶ Constituents can opt out of the program if they are unhappy with the referendum

80F



Thank You & Contact
Information

Stephen Thayer - President

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618.559.5789 | F 618.551.2671

www.simecenergy.com

508

AN ENERGY SOLUTIONS COMPANY

COUNTY BUDGET

SHELBY COUNTY, ILLINOIS

* * * * *

FISCAL YEAR

SEPTEMBER 1, 2012 - AUGUST 31, 2013

* * * * *

**KATHY A. LANTZ
SHELBY COUNTY CLERK AND RECORDER
301 EAST MAIN STREET
SHELBYVILLE, ILLINOIS 62565**

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BUDGET
SHELBY COUNTY, ILLINOIS
FISCAL YEAR
September 1, 2012 thru August 31, 2013

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RESOLUTION ADOPTING ANNUAL BUDGET

SHELBY COUNTY, ILLINOIS

FISCAL YEAR BEGINNING SEPTEMBER 1, 2012

and ENDING AUGUST 31, 2013

12 - 29

WHEREAS, THE PROPOSED ANNUAL BUDGET FOR Shelby County, Illinois, for the fiscal year beginning September 1, 2012 and ending August 31, 2013 has been available for public inspection for more than fifteen (15) days; and

WHEREAS, the items in the budget have been carefully examined and considered by the County Board of Shelby County, Illinois;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the County Board of Shelby County, Illinois, in regular meeting assembled this 12th day of September, in the year 2012, as follows:

THAT, the fiscal year for Shelby County, Illinois for 2012 shall begin on September 1, 2012 and shall end on August 31, 2013;

THAT, the amounts needed for the various items of expenditures for Shelby County, Illinois, for the fiscal year beginning September 1, 2012 and ending August 31, 2013, have been determined according to the terms and provisions of "AN ACT in relation to the budgets of counties not required by law to pass an annual appropriation bill," approved July 10, 1933, as from time to time amended:

THAT, the annual budget for Shelby County, Illinois, for the fiscal year beginning September 1, 2012 and ending August 31, 2013 shall be as follows:

A

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 1

002 COUNTY CLERK

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-002 Office Holder Salary	.00	54,330.00	54,330.00	.00	54,330.00	54,330.00
001-5041.01-002 Extra Clerk Hire	.00	2,800.00	2,800.00	.00	2,800.00	2,800.00
001-5070.01-002 Deputy Clerks	.00	106,846.00	106,846.00	.00	106,846.00	106,846.00
001-5110.01-002 Group Insurance	.00	34,600.00	34,600.00	.00	34,600.00	34,600.00
001-5420.12-002 Purchase Off Machines/Re	.00	6,250.00	6,250.00	.00	6,250.00	6,250.00
001-5510.12-002 Computer Tax Service	.00	16,000.00	16,000.00	.00	16,000.00	16,000.00
001-6010.01-002 Election Judges	.00	40,590.00	40,590.00	.00	40,590.00	40,590.00
001-6020.01-002 Voter Registration	.00	2,500.00	2,500.00	.00	2,500.00	2,500.00
001-6040.01-002 Consolidated Election	.00	76,790.00	76,790.00	.00	76,790.00	76,790.00
001-6050.01-002 Nat Voter Registrsration	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-7000.12-002 Office Supplies	.00	4,500.00	4,500.00	.00	4,500.00	4,500.00
001-7010.12-002 Postage	.00	4,325.00	4,325.00	.00	4,325.00	4,325.00
001-7410.12-002 Repair Office Machines	.00	750.00	750.00	.00	750.00	750.00
001-7420.12-002 Maintenance Contracts	.00	16,000.00	16,000.00	.00	16,000.00	16,000.00
001-7610.01-002 Election Judge Mileage	.00	2,500.00	2,500.00	.00	2,500.00	2,500.00
001-7810.12-002 Telephone	.00	3,540.00	3,540.00	.00	3,540.00	3,540.00
001-8420.12-002 Continuing Education	.00	2,500.00	2,500.00	.00	2,500.00	2,500.00
001-9900.12-002 Contingency	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
Total Expenditure	.00	377,821.00	377,821.00	.00	377,821.00	377,821.00

Run date: 09/04/2012 @ 07:27
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Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLRBOFF.L01 Page 2

Fiscal year thru period ending 09/30/2012

003 CIRCUIT CLERK

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-003 Office Holder Salary	.00	56,430.00	56,430.00	.00	56,430.00	56,430.00
001-5041.01-003 Extra Clerk Hire	.00	750.00	750.00	.00	750.00	750.00
001-5070.01-003 Deputy Clerks	.00	137,785.00	137,785.00	.00	137,785.00	137,785.00
001-5110.01-003 Group Insurance	.00	32,340.00	32,340.00	.00	32,340.00	32,340.00
001-5610.01-003 Court Witness Compensati	.00	400.00	400.00	.00	400.00	400.00
001-5620.01-003 Juror Compensation	.00	14,000.00	14,000.00	.00	14,000.00	14,000.00
001-5630.12-003 Dieting Jurors	.00	1,100.00	1,100.00	.00	1,100.00	1,100.00
001-5640.12-003 Physicians Fees	.00	200.00	200.00	.00	200.00	200.00
001-7000.12-003 Office supplies	.00	8,500.00	8,500.00	.00	8,500.00	8,500.00
001-7010.12-003 Postage	.00	6,000.00	6,000.00	.00	6,000.00	6,000.00
001-7810.12-003 Telephone	.00	1,700.00	1,700.00	.00	1,700.00	1,700.00
001-8210.12-003 Equipment Rental	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-9900.12-003 Contingency	.00	1,700.00	1,700.00	.00	1,700.00	1,700.00
Total Expenditure	.00	262,905.00	262,905.00	.00	262,905.00	262,905.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select...: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 3

004 COUNTY TREASURER

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-004 Office Holder Salary	.00	54,331.00	54,331.00	.00	54,331.00	54,331.00
001-5041.01-004 Extra Clerk Hire	.00	1,400.00	1,400.00	.00	1,400.00	1,400.00
001-5070.01-004 Deputy Clerks	.00	103,702.00	103,702.00	.00	103,702.00	103,702.00
001-5110.01-004 Group Insurance	.00	34,600.00	34,600.00	.00	34,600.00	34,600.00
001-5510.12-004 Computer Tax Service	.00	18,000.00	18,000.00	.00	18,000.00	18,000.00
001-5810.12-004 Treasurer Association Du	.00	500.00	500.00	.00	500.00	500.00
001-7000.12-004 Office supplies	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
001-7010.12-004 Postage	.00	13,500.00	13,500.00	.00	13,500.00	13,500.00
001-7210.12-004 Publication of Notices	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-7410.12-004 Maintenance	.00	500.00	500.00	.00	500.00	500.00
001-7810.12-004 Telephone	.00	1,400.00	1,400.00	.00	1,400.00	1,400.00
Total Expenditure	.00	231,433.00	231,433.00	.00	231,433.00	231,433.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
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Fiscal year thru period ending 09/30/2012

005 CORONER

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-005 Office Holder Salary	.00	29,090.00	29,090.00	.00	29,090.00	29,090.00
001-5041.01-005 Chief Deputy Salary	.00	8,000.00	8,000.00	.00	8,000.00	8,000.00
001-5042.01-005 Deputy Coroners Salaries	.00	1,600.00	1,600.00	.00	1,600.00	1,600.00
001-5710.01-005 Transcripts-Inquests	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
001-5720.01-005 Coroners Jurors	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
001-5730.01-005 Autopsy Expense	.00	15,300.00	15,300.00	.00	15,300.00	15,300.00
001-5740.12-005 Transporting of Remains	.00	6,000.00	6,000.00	.00	6,000.00	6,000.00
001-5750.12-005 Continuing Education	.00	700.00	700.00	.00	700.00	700.00
001-7000.12-005 Operating Expenses for O	.00	2,500.00	2,500.00	.00	2,500.00	2,500.00
001-7610.01-005 Mileage	.00	500.00	500.00	.00	500.00	500.00
001-7620.12-005 Travel & Lodging	.00	700.00	700.00	.00	700.00	700.00
001-7810.12-005 Telephone	.00	2,500.00	2,500.00	.00	2,500.00	2,500.00
001-9900.12-005 Contingency	.00	500.00	500.00	.00	500.00	500.00
Total Expenditure	.00	69,390.00	69,390.00	.00	69,390.00	69,390.00

Run date: 09/04/2012 @ 07:27
Bus date: 09/01/2012

Shelby County
R/E Act vs Bud PTD & YTD by Office

Select...: SXXX-XXXX.XX-XXX
GLREOFF.L01 Page 5

006 SUPERINTENDENT OF SCHOOLS

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-6810.12-006 County Share Reg Supt Of	.00	41,668.00	41,668.00	.00	41,668.00	41,668.00
Total Expenditure	.00	41,668.00	41,668.00	.00	41,668.00	41,668.00

Run date: 09/04/2012 @ 07:27
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Shelby County
 R/E Act vs Bud PTD & YTD by Office

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Fiscal year thru period ending 09/30/2012

007 STATES ATTORNEY

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-007 Office Holder Salary	.00	135,000.00	135,000.00	.00	135,000.00	135,000.00
001-5010.01-007 Assistant States Attorne	.00	58,000.00	58,000.00	.00	58,000.00	58,000.00
001-5041.01-007 Part-time Employee Comp	.00	500.00	500.00	.00	500.00	500.00
001-5070.01-007 Employees	.00	62,000.00	62,000.00	.00	62,000.00	62,000.00
001-5110.01-007 Group Insurance	.00	34,555.00	34,555.00	.00	34,555.00	34,555.00
001-5430.12-007 Equip Purchase/Maint Agr	.00	4,500.00	4,500.00	.00	4,500.00	4,500.00
001-5601.12-007 Trial Expense	.00	2,500.00	2,500.00	.00	2,500.00	2,500.00
001-5650.01-007 Appeals	.00	7,000.00	7,000.00	.00	7,000.00	7,000.00
001-7000.12-007 Office supplies	.00	3,750.00	3,750.00	.00	3,750.00	3,750.00
001-7010.12-007 Postage	.00	1,200.00	1,200.00	.00	1,200.00	1,200.00
001-7810.12-007 Telephone	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
001-8410.12-007 Victim/Witness Training/	.00	500.00	500.00	.00	500.00	500.00
001-8420.12-007 Training/Travel	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
Total Expenditure	.00	314,005.00	314,005.00	.00	314,005.00	314,005.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 7

008 COUNTY HIGHWAY

Fiscal year thru period ending 09/30/2012

Description	-----Period to date-----			-----Year to date-----		
	Actual	Budget	Variance	Actual	Budget	Variance
011-6620.12-008 Labor, Equip Material Tw	.00	235,000.00	235,000.00	.00	235,000.00	235,000.00
011-6801.12-008 Right of Way Acquis. Exp	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
012-5021.01-008 Foreman	.00	48,955.00	48,955.00	.00	48,955.00	48,955.00
012-5030.01-008 Secretary/Bookkeeper	.00	29,520.00	29,520.00	.00	29,520.00	29,520.00
012-5031.01-008 Laborers	.00	257,347.00	257,347.00	.00	257,347.00	257,347.00
012-5050.01-008 Overtime/Snow Remove1	.00	10,500.00	10,500.00	.00	10,500.00	10,500.00
012-5110.01-008 Group Insurance	.00	104,864.00	104,864.00	.00	104,864.00	104,864.00
012-5410.12-008 Equipment/Vehicle Purcha	.00	62,500.00	62,500.00	.00	62,500.00	62,500.00
012-5420.12-008 Purchase Office Machines	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
012-5450.12-008 GIS	.00	500.00	500.00	.00	500.00	500.00
012-5820.12-008 Meeting Expense	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
012-6610.12-008 Maintenance Materials	.00	120,000.00	120,000.00	.00	120,000.00	120,000.00
012-7009.12-008 Office Supplies	.00	6,000.00	6,000.00	.00	6,000.00	6,000.00
012-7010.12-008 Postage	.00	1,800.00	1,800.00	.00	1,800.00	1,800.00
012-7211.12-008 Printing	.00	3,500.00	3,500.00	.00	3,500.00	3,500.00
012-7410.12-008 Repair Office Equipment	.00	500.00	500.00	.00	500.00	500.00
012-7415.12-008 Equipment Maintenance	.00	55,000.00	55,000.00	.00	55,000.00	55,000.00
012-7432.12-008 Maintenance of Highway B	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
012-7810.12-008 Telephone/Office	.00	4,500.00	4,500.00	.00	4,500.00	4,500.00
012-7850.12-008 Utilities/Highway Garage	.00	9,000.00	9,000.00	.00	9,000.00	9,000.00
012-8000.12-008 Vehicle Operating Expens	.00	85,000.00	85,000.00	.00	85,000.00	85,000.00
013-6410.12-008 FAS - Construction of Ro	.00	170,160.00	170,160.00	.00	170,160.00	170,160.00
014-5000.01-008 County Engineer Salary	.00	98,400.00	98,400.00	.00	98,400.00	98,400.00
014-5110.01-008 Group Insurance	.00	9,000.00	9,000.00	.00	9,000.00	9,000.00
014-6110.06-008 Maintenance Materials	.00	330,000.00	330,000.00	.00	330,000.00	330,000.00
014-6802.06-008 County Engineer Expenses	.00	4,000.00	4,000.00	.00	4,000.00	4,000.00
027-5010.01-008 Chief Engineer Assistant	.00	51,474.00	51,474.00	.00	51,474.00	51,474.00
027-5011.01-008 Engineer Assistants	.00	117,528.00	117,528.00	.00	117,528.00	117,528.00
Total Expenditure	.00	1,828,548.00	1,828,548.00	.00	1,828,548.00	1,828,548.00

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 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 8

009 SUPERVISOR OF ASSESSMENTS

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-009 Office Holder Salary	.00	56,430.00	56,430.00	.00	56,430.00	56,430.00
001-5041.01-009 Part Time/Overtime	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
001-5070.01-009 Deputy Clerks	.00	107,083.00	107,083.00	.00	107,083.00	107,083.00
001-5075.01-009 Field Person Salary	.00	9,500.00	9,500.00	.00	9,500.00	9,500.00
001-5110.01-009 Group Insurance	.00	34,600.00	34,600.00	.00	34,600.00	34,600.00
001-5510.12-009 Computer Tax Service	.00	15,000.00	15,000.00	.00	15,000.00	15,000.00
001-5511.12-009 Property Tax Internet	.00	900.00	900.00	.00	900.00	900.00
001-7000.12-009 Office supplies	.00	4,800.00	4,800.00	.00	4,800.00	4,800.00
001-7010.12-009 Postage	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
001-7211.12-009 Printing	.00	16,000.00	16,000.00	.00	16,000.00	16,000.00
001-7410.12-009 Repair Office Machines	.00	6,000.00	6,000.00	.00	6,000.00	6,000.00
001-7610.01-009 Field Person Mileage	.00	5,500.00	5,500.00	.00	5,500.00	5,500.00
001-7810.12-009 Telephone	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
001-8420.12-009 Education/Mileage	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
001-9900.12-009 Contingency	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
Total Expenditure	.00	271,313.00	271,313.00	.00	271,313.00	271,313.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select...: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 9

Fiscal year thru period ending 09/30/2012

010 FARMLAND ASSESSMENT

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5080.01-010 Member Per Diem	.00	100.00	100.00	.00	100.00	100.00
001-7610.01-010 Mileage/Per Diem	.00	50.00	50.00	.00	50.00	50.00
Total Expenditure	.00	150.00	150.00	.00	150.00	150.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select...: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 10

011 PROBATION

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-011 Office Holder Salary	.00	54,919.00	54,919.00	.00	54,919.00	54,919.00
001-5010.01-011 Probation Officer	.00	45,465.00	45,465.00	.00	45,465.00	45,465.00
001-5040.01-011 Extra Hire	.00	1,600.00	1,600.00	.00	1,600.00	1,600.00
001-5070.01-011 Secretary/Bookkeeper	.00	37,345.00	37,345.00	.00	37,345.00	37,345.00
001-5110.01-011 Group Insurance	.00	24,255.00	24,255.00	.00	24,255.00	24,255.00
001-5810.12-011 Membership Dues	.00	100.00	100.00	.00	100.00	100.00
001-5830.12-011 Subscriptions	.00	300.00	300.00	.00	300.00	300.00
001-7000.12-011 Office supplies	.00	2,200.00	2,200.00	.00	2,200.00	2,200.00
001-7010.12-011 Postage	.00	1,800.00	1,800.00	.00	1,800.00	1,800.00
001-7211.12-011 Printing	.00	500.00	500.00	.00	500.00	500.00
001-7610.12-011 Mileage	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
001-7810.12-011 Telephone	.00	2,500.00	2,500.00	.00	2,500.00	2,500.00
Total Expenditure	.00	173,984.00	173,984.00	.00	173,984.00	173,984.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 11

012 ANIMAL CONTROL

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-012 Office Holder Salary	.00	2,400.00	2,400.00	.00	2,400.00	2,400.00
001-5040.01-012 Extra Hire	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-5070.01-012 Animal Warden	.00	33,000.00	33,000.00	.00	33,000.00	33,000.00
001-5110.01-012 Group Insurance	.00	8,500.00	8,500.00	.00	8,500.00	8,500.00
001-5310.12-012 Dog Tags	.00	350.00	350.00	.00	350.00	350.00
001-5320.12-012 Preparation of Animals	.00	550.00	550.00	.00	550.00	550.00
001-5330.12-012 Food for Dogs	.00	300.00	300.00	.00	300.00	300.00
001-5340.12-012 Dart Gun Supplies	.00	400.00	400.00	.00	400.00	400.00
001-5350.12-012 License for Pound	.00	25.00	25.00	.00	25.00	25.00
001-5360.12-012 Euthanasia of Dogs	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-5370.12-012 Cleaning Supplies	.00	400.00	400.00	.00	400.00	400.00
001-5430.12-012 Technology Grant Expense	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
001-7000.12-012 Office Supplies	.00	500.00	500.00	.00	500.00	500.00
001-7010.12-012 Postage	.00	150.00	150.00	.00	150.00	150.00
001-7210.12-012 Newspaper Publication	.00	50.00	50.00	.00	50.00	50.00
001-7810.12-012 Telephone	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-7820.12-012 Utilities	.00	2,250.00	2,250.00	.00	2,250.00	2,250.00
001-8000.12-012 Truck Maintenance	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-8010.12-012 Gasoline for Truck	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
001-8430.12-012 Uniform Allowance	.00	500.00	500.00	.00	500.00	500.00
001-9900.12-012 Contingency	.00	300.00	300.00	.00	300.00	300.00
Total Expenditure	.00	64,175.00	64,175.00	.00	64,175.00	64,175.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 12

013 ESDA

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-013 Office Holder Salary	.00	19,055.00	19,055.00	.00	19,055.00	19,055.00
001-5110.01-013 Group Insurance	.00	4,042.00	4,042.00	.00	4,042.00	4,042.00
001-5820.12-013 Training	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
001-7000.12-013 Office Supplies	.00	750.00	750.00	.00	750.00	750.00
001-7421.12-013 Maint & Repair ESDA Bldg	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
001-8012.12-013 Gasoline	.00	4,500.00	4,500.00	.00	4,500.00	4,500.00
001-9900.12-013 Contingency	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
Total Expenditure	.00	31,847.00	31,847.00	.00	31,847.00	31,847.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select...: SXXX-XXXX.XX-XXX
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014 COUNTY FARMS

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-6821.12-014 Fertilizer & Lime	.00	2,200.00	2,200.00	.00	2,200.00	2,200.00
001-6822.12-014 Real Estate Taxes	.00	2,800.00	2,800.00	.00	2,800.00	2,800.00
001-6823.12-014 Field Tile & Drainage	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
Total Expenditure	.00	7,000.00	7,000.00	.00	7,000.00	7,000.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
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015 CIRCUIT JUDGE

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5420.12-015 Office Machine Purchase/	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-5430.12-015 Office Furnishings	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-5601.12-015 Court Ordered Exp & Serv	.00	7,000.00	7,000.00	.00	7,000.00	7,000.00
001-5841.12-015 Pub/Due/Meetings	.00	2,500.00	2,500.00	.00	2,500.00	2,500.00
001-6830.12-015 Reimbursement to State T	.00	950.00	950.00	.00	950.00	950.00
001-6831.12-015 Chief Judges Office Expe	.00	1,300.00	1,300.00	.00	1,300.00	1,300.00
001-7000.12-015 Office supplies	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
001-7810.12-015 Telephone	.00	1,750.00	1,750.00	.00	1,750.00	1,750.00
001-9900.12-015 Contingency	.00	500.00	500.00	.00	500.00	500.00
Total Expenditure	.00	19,000.00	19,000.00	.00	19,000.00	19,000.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select...: SXXX-XXXX.XX-XXX
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016 SHERIFF MERIT COMMISSION

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5080.01-016 Member Per Diem	.00	1,200.00	1,200.00	.00	1,200.00	1,200.00
001-6841.12-016 Legal Services	.00	1,600.00	1,600.00	.00	1,600.00	1,600.00
001-6843.12-016 Court Reporting Services	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
001-6844.12-016 Legal Services,Disciplin	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
001-6845.12-016 Applicant Physical Exams	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
001-7210.12-016 Advertising	.00	453.00	453.00	.00	453.00	453.00
001-9900.12-016 Contingency	.00	500.00	500.00	.00	500.00	500.00
Total Expenditure	.00	10,753.00	10,753.00	.00	10,753.00	10,753.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select...: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 16

017 BOARD OF REVIEW

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-017 Office Holder Salary	.00	30,000.00	30,000.00	.00	30,000.00	30,000.00
001-5821.12-017 Education	.00	500.00	500.00	.00	500.00	500.00
001-7000.12-017 Office supplies	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
001-7010.12-017 Postage	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
001-7210.12-017 Publication & Notices	.00	2,400.00	2,400.00	.00	2,400.00	2,400.00
001-7610.01-017 Mileage	.00	600.00	600.00	.00	600.00	600.00
001-7810.12-017 Telephone	.00	150.00	150.00	.00	150.00	150.00
Total Expenditure	.00	36,150.00	36,150.00	.00	36,150.00	36,150.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 17

018 COUNTY PLANNING

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5080.01-018 Member Per Diem	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
001-6905.12-018 Publication & Notices	.00	325.00	325.00	.00	325.00	325.00
001-7610.01-018 Mileage	.00	625.00	625.00	.00	625.00	625.00
Total Expenditure	.00	2,450.00	2,450.00	.00	2,450.00	2,450.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
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019 ZONING BOARD OF APPEALS

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5080.01-019 Member Per Diem	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
001-7210.12-019 Publication & Notices	.00	325.00	325.00	.00	325.00	325.00
001-7610.01-019 Mileage	.00	625.00	625.00	.00	625.00	625.00
001-9900.12-019 Contingency	.00	375.00	375.00	.00	375.00	375.00
Total Expenditure	.00	2,825.00	2,825.00	.00	2,825.00	2,825.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select...: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 19

020 ZONING ADMINISTRATION

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-020 Zoning Administrator Sal	.00	16,995.00	16,995.00	.00	16,995.00	16,995.00
001-5110.01-020 Group Insurance	.00	4,043.00	4,043.00	.00	4,043.00	4,043.00
001-7000.12-020 Office supplies	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-7010.12-020 Postage	.00	350.00	350.00	.00	350.00	350.00
001-7610.01-020 Mileage	.00	700.00	700.00	.00	700.00	700.00
001-9110.12-020 Attorney Counsel	.00	750.00	750.00	.00	750.00	750.00
Total Expenditure	.00	24,838.00	24,838.00	.00	24,838.00	24,838.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 20

022 COOP EXTENSION

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
041-6801.00-022 Operating Expenses Coop	.00	73,333.00	73,333.00	.00	73,333.00	73,333.00
Total Expenditure	.00	73,333.00	73,333.00	.00	73,333.00	73,333.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select...: SXXX-XXXX.XX-XXX
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023 AIRPORT

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
022-5210.01-023 Fixed Based Operator Con	.00	39,000.00	39,000.00	.00	39,000.00	39,000.00
022-5220.12-023 Bookkeeping	.00	2,400.00	2,400.00	.00	2,400.00	2,400.00
022-6120.12-023 Insurance	.00	9,951.00	9,951.00	.00	9,951.00	9,951.00
022-7000.12-023 Office Supplies	.00	1,100.00	1,100.00	.00	1,100.00	1,100.00
022-7441.12-023 Equipment Maintenance	.00	6,000.00	6,000.00	.00	6,000.00	6,000.00
022-7442.12-023 Beacon Maintenance	.00	463,134.00	463,134.00	.00	463,134.00	463,134.00
022-7443.12-023 Maintenance Sod Runway	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
022-7444.12-023 Maintenance Admin Buildi	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
022-7810.12-023 Telephone/Utilities	.00	15,000.00	15,000.00	.00	15,000.00	15,000.00
022-8010.12-023 Fuel & Oil	.00	2,500.00	2,500.00	.00	2,500.00	2,500.00
022-9900.12-023 Contingency	.00	500.00	500.00	.00	500.00	500.00
Total Expenditure	.00	546,585.00	546,585.00	.00	546,585.00	546,585.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
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024 COUNTY HEALTH

Fiscal year thru period ending 09/30/2012

Description	-----Period to date-----+			-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
002-5000.01-024 Administrator	.00	83,695.00	83,695.00	.00	83,695.00	83,695.00
002-5011.01-024 Director Environmental H	.00	53,750.00	53,750.00	.00	53,750.00	53,750.00
002-5012.01-024 Director of Nursing	.00	51,400.00	51,400.00	.00	51,400.00	51,400.00
002-5021.01-024 Associate Sanitarian	.00	38,695.00	38,695.00	.00	38,695.00	38,695.00
002-5022.01-024 Communicable Disease Coo	.00	40,277.00	40,277.00	.00	40,277.00	40,277.00
002-5032.01-024 Public Health Nurses	.00	65,395.00	65,395.00	.00	65,395.00	65,395.00
002-5033.01-024 Family Case Management C	.00	43,115.00	43,115.00	.00	43,115.00	43,115.00
002-5034.01-024 Vision & Hearing Technic	.00	27,476.00	27,476.00	.00	27,476.00	27,476.00
002-5035.01-024 Health Educator Nurse	.00	33,530.00	33,530.00	.00	33,530.00	33,530.00
002-5036.01-024 Secretary/Bookkeeper	.00	91,568.00	91,568.00	.00	91,568.00	91,568.00
002-5038.01-024 WIC Coordinator	.00	41,367.00	41,367.00	.00	41,367.00	41,367.00
002-5039.01-024 WIC Nurse/Maternal Child	.00	35,500.00	35,500.00	.00	35,500.00	35,500.00
002-5040.01-024 WIC Clerk	.00	38,237.00	38,237.00	.00	38,237.00	38,237.00
002-5050.01-024 Overtime	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
002-5110.01-024 Group Insurance	.00	125,000.00	125,000.00	.00	125,000.00	125,000.00
002-5420.12-024 Purchase Office Machines	.00	1,200.00	1,200.00	.00	1,200.00	1,200.00
002-5810.12-024 Dues	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
002-5823.12-024 Staff Training & Develop	.00	2,200.00	2,200.00	.00	2,200.00	2,200.00
002-5830.12-024 Publications	.00	700.00	700.00	.00	700.00	700.00
002-6310.12-024 Medical Supplies	.00	2,500.00	2,500.00	.00	2,500.00	2,500.00
002-6311.12-024 Environmental Health Supp	.00	700.00	700.00	.00	700.00	700.00
002-6320.12-024 Sex/Transmit Disease Tre	.00	200.00	200.00	.00	200.00	200.00
002-6321.12-024 Head Lice Treatment	.00	300.00	300.00	.00	300.00	300.00
002-6330.12-024 Rabies Vaccine	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
002-6340.12-024 TB Testing	.00	4,000.00	4,000.00	.00	4,000.00	4,000.00
002-6341.12-024 TB Patient Expenses	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
002-6350.12-024 Pregnancy Testing	.00	200.00	200.00	.00	200.00	200.00
002-7000.12-024 Office & Cleaning Expens	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
002-7010.12-024 Postage	.00	4,200.00	4,200.00	.00	4,200.00	4,200.00
002-7020.12-024 Audio Visual Supplies	.00	200.00	200.00	.00	200.00	200.00
002-7030.12-024 Computer Supplies	.00	2,800.00	2,800.00	.00	2,800.00	2,800.00
002-7210.12-024 Advertising	.00	600.00	600.00	.00	600.00	600.00
002-7410.12-024 Repair Office Machines	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
002-7440.12-024 Building Maintenance	.00	12,000.00	12,000.00	.00	12,000.00	12,000.00
002-7610.01-024 Mileage	.00	14,200.00	14,200.00	.00	14,200.00	14,200.00
002-7810.12-024 Telephone	.00	3,500.00	3,500.00	.00	3,500.00	3,500.00
002-7841.12-024 Utilities	.00	7,500.00	7,500.00	.00	7,500.00	7,500.00
002-8200.12-024 Rental	.00	42,000.00	42,000.00	.00	42,000.00	42,000.00
002-9900.12-024 Contingency	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
Total Expenditure	.00	882,005.00	882,005.00	.00	882,005.00	882,005.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 23

025 COMMUNITY SERVICES

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
005-6802.00-025 Hour House	.00	8,000.00	8,000.00	.00	8,000.00	8,000.00
005-6803.00-025 Mental Health & Rehabili	.00	380,000.00	380,000.00	.00	380,000.00	380,000.00
005-6805.00-025 708 Capital Development	.00	7,000.00	7,000.00	.00	7,000.00	7,000.00
005-6806.00-025 Operating Fund Revenue	.00	70,870.00	70,870.00	.00	70,870.00	70,870.00
005-6807.00-025 Group Home Res. Fund	.00	36,318.00	36,318.00	.00	36,318.00	36,318.00
005-6809.00-025 Community Assistance	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
Total Expenditure	.00	505,188.00	505,188.00	.00	505,188.00	505,188.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
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026 PUBLIC DEFENDER

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-026 Office Holder Salary	.00	84,000.00	84,000.00	.00	84,000.00	84,000.00
001-5030.01-026 Other Employees	.00	36,835.00	36,835.00	.00	36,835.00	36,835.00
001-5040.01-026 Part time Clerk Hire	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-5110.01-026 Group Insurance	.00	16,170.00	16,170.00	.00	16,170.00	16,170.00
001-5430.12-026 Office Furnishings	.00	200.00	200.00	.00	200.00	200.00
001-5435.12-026 Office Equipment	.00	2,300.00	2,300.00	.00	2,300.00	2,300.00
001-5670.01-026 Invest/Witness & Consult	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
001-5820.12-026 Meetings & Education	.00	600.00	600.00	.00	600.00	600.00
001-5843.12-026 Legal Publications	.00	800.00	800.00	.00	800.00	800.00
001-7000.12-026 Office supplies	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
001-7010.12-026 Postage	.00	200.00	200.00	.00	200.00	200.00
001-7810.12-026 Telephone	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
001-9900.12-026 Contingency	.00	500.00	500.00	.00	500.00	500.00
Total Expenditure	.00	147,605.00	147,605.00	.00	147,605.00	147,605.00

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Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 25

028 COUNTY BOARD

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5080.01-028 Member Per Diem	.00	18,000.00	18,000.00	.00	18,000.00	18,000.00
001-5081.01-028 Chairman Per Diem	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-5082.01-028 Committee Mtg Per Diem	.00	31,500.00	31,500.00	.00	31,500.00	31,500.00
001-5810.12-028 Association Dues	.00	2,275.00	2,275.00	.00	2,275.00	2,275.00
001-7610.01-028 Mileage	.00	17,000.00	17,000.00	.00	17,000.00	17,000.00
001-7810.12-028 Telephone	.00	1,200.00	1,200.00	.00	1,200.00	1,200.00
	-----	-----	-----	-----	-----	-----
Total Expenditure	.00	71,975.00	71,975.00	.00	71,975.00	71,975.00
	-----	-----	-----	-----	-----	-----

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select...: SXXX-XXXX.XX-XXX
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029 EXPENSE NOT SEP BUDGETED

Fiscal year thru period ending 09/30/2012

Description	-----Period to date-----			-----Year to date-----		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5110.01-029 Group Insurance	49,080.72	17,000.00	(32,080.72)	49,080.72	17,000.00	(32,080.72)
001-5680.01-029 Appointed Counsel Fees	.00	30,000.00	30,000.00	.00	30,000.00	30,000.00
001-5685.12-029 Labor Relations	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00
001-5841.12-029 Publications	.00	6,000.00	6,000.00	.00	6,000.00	6,000.00
001-6110.12-029 Liability Insurance	.00	115,000.00	115,000.00	.00	115,000.00	115,000.00
001-6130.12-029 Workmens Compensation	.00	85,000.00	85,000.00	.00	85,000.00	85,000.00
001-6140.12-029 County Officers Bonds	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
001-6150.12-029 Unemployment Compensatio	.00	50,000.00	50,000.00	.00	50,000.00	50,000.00
001-6851.12-029 Audit Expense	.00	23,500.00	23,500.00	.00	23,500.00	23,500.00
001-6852.12-029 Court Reporter Expense	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
001-6853.12-029 CEFS Van Expense	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
001-6855.12-029 Tourism	.00	72,966.00	72,966.00	.00	72,966.00	72,966.00
001-6856.12-029 Solid Waste	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
001-7000.12-029 Office supplies	.00	4,000.00	4,000.00	.00	4,000.00	4,000.00
001-7410.12-029 Website Operating Expens	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
001-7430.12-029 Repairs & Maint to Court	.00	40,000.00	40,000.00	.00	40,000.00	40,000.00
001-7810.12-029 Fax Machine	.00	1,650.00	1,650.00	.00	1,650.00	1,650.00
001-7831.12-029 Fuel & Elec for Courthou	.00	40,000.00	40,000.00	.00	40,000.00	40,000.00
001-7833.12-029 Water for County Buildin	.00	5,200.00	5,200.00	.00	5,200.00	5,200.00
001-7835.12-029 Voting - HAVA	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00
001-7836.12-029 Zoning Ordinance Review	.00	500.00	500.00	.00	500.00	500.00
001-9900.12-029 Contingency	.00	15,000.00	15,000.00	.00	15,000.00	15,000.00
001-9901.12-029 Tourism Contingency	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
004-6854.12-029 Ambulance Service	.00	50,000.00	50,000.00	.00	50,000.00	50,000.00
006-5100.01-029 County Contribution IMRF	.00	600,000.00	600,000.00	.00	600,000.00	600,000.00
007-5101.01-029 County Contribution FICA	.00	295,000.00	295,000.00	.00	295,000.00	295,000.00
Total Expenditure	49,080.72	1,484,316.00	1,435,235.28	49,080.72	1,484,316.00	1,435,235.28

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030 PROBATION FEE FUND

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
016-5510.12-030 Computer Updates	.00	15,000.00	15,000.00	.00	15,000.00	15,000.00
016-5660.12-030 Drug Testing	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
016-5661.12-030 Electronic Monitoring	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
016-5663.12-030 Contract with County	.00	20,000.00	20,000.00	.00	20,000.00	20,000.00
016-7610.01-030 Mileage	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
016-8200.12-030 Public Service Coordinat	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00
016-8410.12-030 Training	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
016-8710.12-030 Moral Reconation Therapy	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
016-8720.12-030 Educational Programs	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
016-8730.12-030 Evaluation & Counseling	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
016-8740.12-030 Security	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
016-8750.12-030 Salary Shortfall	.00	22,000.00	22,000.00	.00	22,000.00	22,000.00
Total Expenditure	.00	89,500.00	89,500.00	.00	89,500.00	89,500.00

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Shelby County
 R/E Act vs Bud PTD & YTD by Office

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031 COURT SECURITY FUND

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
010-5060.01-031 Court Security Salary	.00	43,521.00	43,521.00	.00	43,521.00	43,521.00
010-5101.12-031 Benefits,SS,Unemployment	.00	10,076.00	10,076.00	.00	10,076.00	10,076.00
010-5110.01-031 Group Insurance	.00	8,085.00	8,085.00	.00	8,085.00	8,085.00
010-8430.12-031 Uniform Allowance	.00	750.00	750.00	.00	750.00	750.00
Total Expenditure	.00	62,432.00	62,432.00	.00	62,432.00	62,432.00

Run date: 09/04/2012 @ 07:27
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Shelby County
 R/E Act vs Bud PTD & YTD by Office

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032 SHERIFF

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5000.01-032 Office Holder Salary	.00	65,003.00	65,003.00	.00	65,003.00	65,003.00
001-5010.01-032 Cheif Deputy Salary	.00	54,929.00	54,929.00	.00	54,929.00	54,929.00
001-5020.01-032 Deputies	.00	482,000.00	482,000.00	.00	482,000.00	482,000.00
001-5025.01-032 Jail Administrator	.00	45,594.00	45,594.00	.00	45,594.00	45,594.00
001-5030.01-032 Other Employees	.00	464,500.00	464,500.00	.00	464,500.00	464,500.00
001-5040.01-032 Part Time Employees	.00	125,988.00	125,988.00	.00	125,988.00	125,988.00
001-5050.01-032 Holiday & Overtime Pay	.00	70,200.00	70,200.00	.00	70,200.00	70,200.00
001-5110.01-032 Group Insurance	.00	198,916.00	198,916.00	.00	198,916.00	198,916.00
001-5410.12-032 Equipment Purchase	.00	14,000.00	14,000.00	.00	14,000.00	14,000.00
001-5440.12-032 Purchase Vehicles	.00	50,000.00	50,000.00	.00	50,000.00	50,000.00
001-6210.12-032 Food for Prisoners	.00	33,000.00	33,000.00	.00	33,000.00	33,000.00
001-6220.12-032 Medical Care for Prisone	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00
001-6230.12-032 Juvenile Detention	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
001-7000.12-032 Office Supplies	.00	7,000.00	7,000.00	.00	7,000.00	7,000.00
001-7440.12-032 Maintenance County Jail	.00	25,000.00	25,000.00	.00	25,000.00	25,000.00
001-7810.12-032 Telephone	.00	14,000.00	14,000.00	.00	14,000.00	14,000.00
001-7841.12-032 Fuel & Electric	.00	22,000.00	22,000.00	.00	22,000.00	22,000.00
001-8000.12-032 Vehicle Operation Expens	.00	63,000.00	63,000.00	.00	63,000.00	63,000.00
001-8200.12-032 Equipment Lease	.00	27,500.00	27,500.00	.00	27,500.00	27,500.00
001-8410.12-032 Training Deputies	.00	17,000.00	17,000.00	.00	17,000.00	17,000.00
001-8430.12-032 Uniform Clothing Allowan	.00	26,000.00	26,000.00	.00	26,000.00	26,000.00
001-9900.12-032 Contingency	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
Total Expenditure	.00	1,821,630.00	1,821,630.00	.00	1,821,630.00	1,821,630.00

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 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

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033 RESCUE SQUAD

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-7422.12-033 Rescue Squad Maintenance	.00	7,000.00	7,000.00	.00	7,000.00	7,000.00
001-7423.12-033 Equipment & Maint - Dive	.00	8,000.00	8,000.00	.00	8,000.00	8,000.00
001-7425.12-033 Training for Dive Team	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
001-7426.12-033 Building Utilities	.00	4,000.00	4,000.00	.00	4,000.00	4,000.00
Total Expenditure	.00	20,500.00	20,500.00	.00	20,500.00	20,500.00

Run date: 09/04/2012 @ 07:27
Bus date: 09/01/2012

Shelby County
R/E Act vs Bud PTD & YTD by Office

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034 C.E.F.S.

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
023-5900.12-034 C.E.F.S. Grant	.00	1,045,997.00	1,045,997.00	.00	1,045,997.00	1,045,997.00
Total Expenditure	.00	1,045,997.00	1,045,997.00	.00	1,045,997.00	1,045,997.00

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Shelby County
 R/E Act vs Bud PTD & YTD by Office

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035 LAW LIBRARY

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
018-5420.12-035 Equipment,Machines, & Se	.00	2,000.00	2,000.00	.00	2,000.00	2,000.00
018-7200.12-035 Publications	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00
Total Expenditure	.00	12,000.00	12,000.00	.00	12,000.00	12,000.00

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Shelby County
 R/E Act vs Bud PTD & YTD by Office

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036 DUI EQUIPMENT

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
051-5410.12-036 Equipment Purchase	.00	4,000.00	4,000.00	.00	4,000.00	4,000.00
Total Expenditure	.00	4,000.00	4,000.00	.00	4,000.00	4,000.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

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037 911 Emergnecy Telephone

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5030.01-037 911 Dispatch	.00	25,000.00	25,000.00	.00	25,000.00	25,000.00
001-6810.12-037 911 Expenses	.00	15,000.00	15,000.00	.00	15,000.00	15,000.00
Total Expenditure	.00	40,000.00	40,000.00	.00	40,000.00	40,000.00

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Shelby County
 R/E Act vs Bud PTD & YTD by Office

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038 GIS

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
052-6910.12-038 GIS Expenses	.00	55,000.00	55,000.00	.00	55,000.00	55,000.00
Total Expenditure	.00	55,000.00	55,000.00	.00	55,000.00	55,000.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

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039 PROBATION DRUG TESTING

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
037-5690.12-039 Probation Drug Testing E	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00
Total Expenditure	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00

Run date: 09/04/2012 @ 07:27
Bus date: 09/01/2012

Shelby County
R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
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040 VICTIM IMPACT PANEL

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
046-5695.12-040 Expenses	.00	500.00	500.00	.00	500.00	500.00
Total Expenditure	.00	500.00	500.00	.00	500.00	500.00

Run date: 09/04/2012 @ 07:27
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Shelby County
R/E Act vs Bud PTD & YTD by Office

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Fiscal year thru period ending 09/30/2012

041 DOCUMENT STORAGE

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
040-5041.01-041 Extra Hire	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00
040-7000.12-041 Office Supplies	.00	16,000.00	16,000.00	.00	16,000.00	16,000.00
Total Expenditure	.00	26,000.00	26,000.00	.00	26,000.00	26,000.00

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Shelby County
R/E Act vs Bud PTD & YTD by Office

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042 RECORDING

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
020-5500.12-042 Micrographics/Computeriz	.00	20,000.00	20,000.00	.00	20,000.00	20,000.00
Total Expenditure	.00	20,000.00	20,000.00	.00	20,000.00	20,000.00

Run date: 09/04/2012 @ 07:27
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R/E Act vs Bud PTD & YTD by Office

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043 CAPITAL IMPROVEMENT

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
054-7430.12-043 Maintenance & Materials	.00	1,000,000.00	1,000,000.00	.00	1,000,000.00	1,000,000.00
Total Expenditure	.00	1,000,000.00	1,000,000.00	.00	1,000,000.00	1,000,000.00

Run date: 09/04/2012 @ 07:27
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Shelby County
 R/E Act vs Bud PTD & YTD by Office

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044 ANIMAL CONTROL FEE FUND

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
003-5380.12-044 Animal Claims	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
003-5390.12-044 Pound Repairs	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
003-5395.12-044 Animal Care	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
003-9900.12-044 Contingency	.00	1,500.00	1,500.00	.00	1,500.00	1,500.00
055-5385.12-044 Pet Population Expenses	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
Total Expenditure	.00	11,500.00	11,500.00	.00	11,500.00	11,500.00

Run date: 09/04/2012 @ 07:27
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Shelby County
R/E Act vs Bud PTD & YTD by Office

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045 ASSIST COURT

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
017-9210.12-045 Courthouse Security Proj	.00	20,000.00	20,000.00	.00	20,000.00	20,000.00
017-9220.12-045 Law Library	.00	5,000.00	5,000.00	.00	5,000.00	5,000.00
017-9230.12-045 Court Assistance Project	.00	25,000.00	25,000.00	.00	25,000.00	25,000.00
Total Expenditure	.00	50,000.00	50,000.00	.00	50,000.00	50,000.00

Run date: 09/04/2012 @ 07:27
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Shelby County
R/E Act vs Bud PTD & YTD by Office

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046 AUTOMATION

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
019-7000.12-046 Computer Expense	.00	25,000.00	25,000.00	.00	25,000.00	25,000.00
Total Expenditure	.00	25,000.00	25,000.00	.00	25,000.00	25,000.00

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 R/E Act vs Bud PTD & YTD by Office

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047 DRUG TRAFFIC PREVENTION

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
021-7100.12-047 Dare Expenses	.00	5,500.00	5,500.00	.00	5,500.00	5,500.00
021-7110.12-047 Crime Spoppers	.00	3,000.00	3,000.00	.00	3,000.00	3,000.00
021-7120.12-047 Equipment Purchase	.00	3,500.00	3,500.00	.00	3,500.00	3,500.00
Total Expenditure	.00	12,000.00	12,000.00	.00	12,000.00	12,000.00

Run date: 09/04/2012 @ 07:27
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Shelby County
R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
GLREOFF.L01 Page 45

048 RESCUE SQUAD DIVE TEAM

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
050-7423.12-048 Purchase Equipment	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00
Total Expenditure	.00	10,000.00	10,000.00	.00	10,000.00	10,000.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 46

049 ST ATTY FORFEITED FUNDS

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
047-7050.12-049 State's Attorney Expense	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00
Total Expenditure	.00	1,000.00	1,000.00	.00	1,000.00	1,000.00

Run date: 09/04/2012 @ 07:27
Bus date: 09/01/2012

Shelby County
R/E Act vs Bud PTD & YTD by Office

Select...: SXXX-XXXX.XX-XXX
GLREOFF.L01 Page 47

051 COURTHOUSE SECURITY

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
001-5070.01-051 Employees	.00	32,240.00	32,240.00	.00	32,240.00	32,240.00
Total Expenditure	.00	32,240.00	32,240.00	.00	32,240.00	32,240.00

Run date: 09/04/2012 @ 07:27
 Bus date: 09/01/2012

Shelby County
 R/E Act vs Bud PTD & YTD by Office

Select.: SXXX-XXXX.XX-XXX
 GLREOFF.L01 Page 48

052 EMA

Fiscal year thru period ending 09/30/2012

Description	+-----Period to date-----+			+-----Year to date-----+		
	Actual	Budget	Variance	Actual	Budget	Variance
056-7430.12-052 EMA Expenses	.00	85,000.00	85,000.00	.00	85,000.00	85,000.00
Total Expenditure	.00	85,000.00	85,000.00	.00	85,000.00	85,000.00

Fiscal year thru period ending 09/30/2012

Description	Period to date	Year to date	Year to date	% Used	Budget Variance
	Actual	Actual	Budget		
002 COUNTY CLERK	6,899.96	6,899.96	377,821.00	1.8%	370,921.04
003 CIRCUIT CLERK	8,312.97	8,312.97	262,905.00	3.2%	254,592.03
004 COUNTY TREASURER	6,808.79	6,808.79	231,433.00	2.9%	224,624.21
005 CORONER	157.43	157.43	69,390.00	.2%	69,232.57
006 SUPERINTENDENT OF SCHOOLS	.00	.00	41,668.00	.0%	41,668.00
007 STATES ATTORNEY	9,859.75	9,859.75	314,005.00	3.1%	304,145.25
008 COUNTY HIGHWAY	115,389.42	115,389.42	1,828,548.00	6.3%	1,713,158.58
009 SUPERVISOR OF ASSESSMENTS	6,300.94	6,300.94	271,313.00	2.3%	265,012.06
010 FARMLAND ASSESSMENT	.00	.00	150.00	.0%	150.00
011 PROBATION	5,618.47	5,618.47	173,984.00	3.2%	168,365.53
012 ANIMAL CONTROL	1,973.89	1,973.89	64,175.00	3.1%	62,201.11
013 ESDA	1,590.56	1,590.56	31,847.00	5.0%	30,256.44
014 COUNTY FARMS	.00	.00	7,000.00	.0%	7,000.00
015 CIRCUIT JUDGE	.00	.00	19,000.00	.0%	19,000.00
016 SHERIFF MERIT COMMISSION	.00	.00	10,753.00	.0%	10,753.00
017 BOARD OF REVIEW	.00	.00	36,150.00	.0%	36,150.00
018 COUNTY PLANNING	.00	.00	2,450.00	.0%	2,450.00
019 ZONING BOARD OF APPEALS	.00	.00	2,825.00	.0%	2,825.00
020 ZONING ADMINISTRATION	.00	.00	24,838.00	.0%	24,838.00
022 COOP EXTENSION	.00	.00	73,333.00	.0%	73,333.00
023 AIRPORT	.00	.00	546,585.00	.0%	546,585.00
024 COUNTY HEALTH	42,973.98	42,973.98	882,005.00	4.9%	839,031.02
025 COMMUNITY SERVICES	34,166.67	34,166.67	505,188.00	6.8%	471,021.33
026 PUBLIC DEFENDER	6,520.74	6,520.74	147,605.00	4.4%	141,084.26
028 COUNTY BOARD	5,830.00	5,830.00	71,975.00	8.1%	66,145.00
029 EXPENSE NOT SEP BUDGETED	93,027.41	93,027.41	1,484,316.00	6.3%	1,391,288.59
030 PROBATION FEE FUND	2,809.97	2,809.97	89,500.00	3.1%	86,690.03
031 COURT SECURITY FUND	1,865.64	1,865.64	62,432.00	3.0%	60,566.36
032 SHERIFF	68,830.49	68,830.49	1,821,630.00	3.8%	1,752,799.51
033 RESCUE SQUAD	480.69	480.69	20,500.00	2.3%	20,019.31
034 C.E.F.S.	.00	.00	1,045,997.00	.0%	1,045,997.00
035 LAW LIBRARY	469.11	469.11	12,000.00	3.9%	11,530.89
036 DUI EQUIPMENT	.00	.00	4,000.00	.0%	4,000.00
037 911 Emergnecy Telephone	1,351.27	1,351.27	40,000.00	3.4%	38,648.73
038 GIS	.00	.00	55,000.00	.0%	55,000.00
039 PROBATION DRUG TESTING	.00	.00	10,000.00	.0%	10,000.00
040 VICTIM IMPACT PANEL	.00	.00	500.00	.0%	500.00
041 DOCUMENT STORAGE	.00	.00	26,000.00	.0%	26,000.00
042 RECORDING	500.00	500.00	20,000.00	2.5%	19,500.00
043 CAPITAL IMPROVEMENT	148,222.20	148,222.20	1,000,000.00	14.8%	851,777.80
044 ANIMAL CONTROL FEE FUND	.00	.00	11,500.00	.0%	11,500.00
045 ASSIST COURT	.00	.00	50,000.00	.0%	50,000.00
046 AUTOMATION	590.00	590.00	25,000.00	2.4%	24,410.00
047 DRUG TRAFFIC PREVENTION	528.97	528.97	12,000.00	4.4%	11,471.03
048 RESCUE SQUAD DIVE TEAM	.00	.00	10,000.00	.0%	10,000.00
049 ST ATTY FORFEITED FUNDS	.00	.00	1,000.00	.0%	1,000.00
051 COURTHOUSE SECURITY	1,348.50	1,348.50	32,240.00	4.2%	30,891.50
052 EMA	1,440.00	1,440.00	85,000.00	1.7%	83,560.00
Total Expenditure	1,280,888.37	1,280,888.37	11,915,561.00	10.7%	10,634,672.63

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:



Robert Amling


Barbara Bennett


David Cruitt



Gary Gengen


Kay Kearney


Larry Lenz



Don Strohl


James Warren



Bruce Cannon, Chairman

Duly approved and adopted this 14th day of September 2011.

20 Ayes 0 Nays 1 Not Voting


Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:


Kathy A. Lantz
County Clerk of Shelby County, IL.



COUNTY AGGREGATE LEVY

SHELBY COUNTY, ILLINOIS

* * * * *

FISCAL YEAR

SEPTEMBER 1, 2012 - AUGUST 31, 2013

* * * * *

INDEX

L E V Y

SHELBY COUNTY, ILLINOIS

FISCAL YEAR

September 1, 2012 thru August 31, 2013

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COUNTY LEVY FY 2012 – 2013

Estimated EAV \$336,791,835.00 (increase of \$16,187,886.00 over last year's
FINAL EAV \$320,603,949.00)

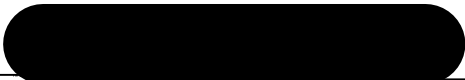
Tax Rate Limit *

<u>RATE</u>	<u>LEVY</u>	<u>LEVIED</u>
.44523	Corporate	\$1,499,477.00
.14846	I. M. R. F.	500,000.00
.09347	County Highway	314,785.00
.04173	County Bridge	140,541.00
.1500*	Mental Health	505,188.00
.0500*	Federal Aid Matching	168,396.00
.09347	County Health	314,785.00
.03415	Liability	115,000.00
.08760	Social Security	295,000.00
.02178	Cooperative Extension	73,333.00
.01544	Unemployment	52,000.00
.02524	Workman's Compensation	85,000.00
.01234	Airport	41,550.00
<hr/>		
1.21891		\$4,105,055.00


Estimated EAV \$255,656,605.00

.01956	Ambulance	\$ 50,000.00
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Levy set and approved by the Budget Committee on August 14, 2012.


Kathy A. Lantz, Ex-officio Secretary
Shelby County Board

Levy approved by the County Board at its regular meeting September 12, 2012.


Kathy A. Lantz
Shelby County Clerk

TAX LEVY RESOLUTION

SHELBY COUNTY GENERAL TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 30

The Chairman laid before the County Board the following Resolution concerning the levy of the tax for General County Purposes for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT THE REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to whom was referred the matter of a levy of a county General Tax takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a County General Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

WHEREAS, it is provided by statute in "An ACT to revise the law in relation to counties" approved March 31, 1874, as from time to time amended, Ill. Comp. Stat. Ch. 55 Para. 5/5-1024, that counties cause to be levied and collected annually, except as provided therein, taxes for county purposes, including all purposes for which money may be raised by the county by taxation.

NOW, THEREFORE, BE IT, AND THE SAME IS HEREBY, RESOLVED by the County Board of Shelby County, Illinois, convened in regular session at its annual September meeting, 2012, for the purpose of general county purposes, that there be, and there is hereby levied against all of the taxable property including the railroads, in Shelby County, Illinois, for the fiscal year beginning September 1, 2012 and ending August 31, 2013 and to be known as the County General Tax, the sum of **ONE MILLION, FOUR HUNDRED NINETY NINE THOUSAND, FOUR HUNDRED SEVENTY SEVEN DOLLARS (\$1,499, 477.00)**.

BE IT, AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk of Shelby County, Illinois be and hereby is, directed to extend this levy as a County General Tax for general county purposes except as provided in "An ACT to revise the law in relation to counties" approved March 31, 1874, as from time to time amended, at an unlimited rate on the full, fair cash value of all the taxable property in Shelby County, Illinois, including the railroads, as equalized or assessed by the State of Illinois Department of Local Government Affairs, as provided by law.


All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:


Robert Amling


Barbara Bennett


David Cruitt



Gary Gengen


Kay Kearney


Larry Lenz


Don Strohl


James Warren



Bruce Cannon, Chairman

Duly approved and adopted this 11th day of September 2012.


20 Ayes

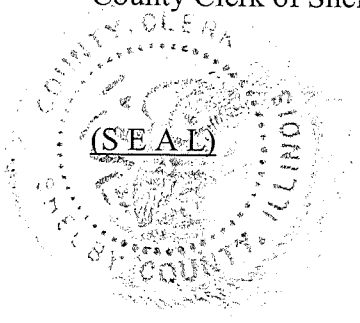
0 Nays

1 Not Voting


Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:


Kathy A. Vantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

COUNTY ILLINOIS MUNICIPAL RETIREMENT FUND CONTRIBUTIONS TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 31

The Chairman laid before the County Board the following Resolution concerning the levy of the County Illinois Municipal Retirement Fund Contributions Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT ITS REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of a County Illinois Municipal Retirement Fund Contributions Tax, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a County Illinois Municipal Retirement Fund Contributions Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, it is provided by statute in "An ACT to provide for the creation and operation of a retirement and benefit fund for the benefit of certain officers and employees, and their beneficiaries of cities having a population of not more than two hundred thousand inhabitants, village, Unincorporated towns, counties having a population of not more than Five hundred thousand inhabitants, certain other local government districts in the State and instrumentalities thereof, and of organizations which are created by the Statutes of the State of Illinois to perform services for the above, and to supercede certain other pension and benefit funds" IL. Comp. Stat. Chap. 40, Para. 5/7-171, 5/7-132

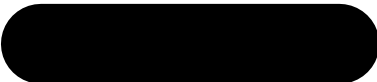
filed July 29, 1939, as amended, that certain counties of Illinois may make contributions to the Illinois Municipal Retirement Fund and may levy an additional tax not to exceed an amount sufficient to meet the requirements of the pension fund there under, in excess of the statutory limit for county purposes, for the county's contribution to said Fund.

NOW, THEREFORE BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois, convened in regular session at its annual September meeting, 2012, for the purpose of providing revenue from which municipality contributions will be paid by Shelby County, Illinois, that there be and there is hereby levied against all of the taxable property, including railroad property, in Shelby County, Illinois, for the fiscal year beginning September 1, 2012 and ending August 31, 2013 and to be known as the County Illinois Municipal Retirement Fund Contribution Tax, the sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**.

BE IT, AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk of Shelby County, Illinois, be and hereby is directed to extend this levy as a County Illinois Municipal Retirement Fund Contributions Tax, for the purpose of providing revenue from which municipality contributions will be paid by Shelby County, Illinois, at an unlimited rate on the full, fair cash value of all of the taxable property in Shelby County, Illinois, including the railroads, as equalized or assessed by the State of Illinois Department of Local Government Affairs, as provided by law.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:


Robert Amling



Barbara Bennett



David Cruitt



Gary Gengeri


Kay Kearney


Larry Lenz



Don Strohl


James Warren



Bruce Cannon, Chairman

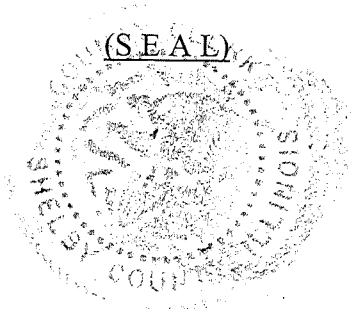
Duly approved and adopted this 12th day of September 2012.

20 Ayes 0 Nays 1 Not Voting


Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:


Kathy A. Lantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

COUNTY HIGHWAY TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 32

The Chairman laid before the County Board the following Resolution concerning the levy of the tax for county highway purposes for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT THE REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of a County Highway Tax, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a County Highway Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, it is provided by statute in "ILLINOIS HIGHWAY CODE" – County Highway Tax IL. Comp. Stat., Chap. 605, Para. 5/5-601

approved June 8, 1959, as from time to time amended, that counties may cause to be levied and collected annually, except as provided therein, taxes for the purpose of improving, maintaining, repairing, constructing and reconstructing the county highways required to be maintained, repaired and constructed by the county as provided in the Illinois Highway Code, Sections 5-401 and 5-601 and for the payment of lands, quarries, pits or other deposits of road material required by the county for such purpose, and for acquiring and maintaining machinery and equipment or for acquiring, maintaining, operating, constructing machinery, equipment and materials used for the construction, repair and maintenance of such highways in excess of the statutory limit for county purposes.

NOW, THEREFORE BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois, convened in regular session at its annual September meeting, 2012, for the purpose of county highway purposes that there be and there is hereby levied against all of the taxable property, including railroad property, in Shelby County, Illinois for the fiscal year beginning September 1, 2012 and ending August 31, 2013 and to be known as the County Highway Tax, the sum of **THREE HUNDRED FOURTEEN THOUSAND, SEVEN HUNDRED EIGHTY FIVE DOLLARS (\$314,785.00)**.

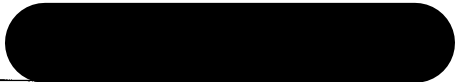
BE IT, AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk of Shelby County, Illinois be and hereby is directed to extend this levy as a County Highway Tax for county purposes except as provided in

"ILLINOIS HIGHWAY CODE" – County Highway Tax
IL. Comp. Stat., Chap. 605, Para. 5/5-601

approved June 8, 1959, as from time to time amended, at a rate not to exceed **.20 per cent** of the full, fair cash value of all of the taxable property in Shelby County, Illinois, including the railroads, as equalized or assessed by the State of Illinois Department of Local Government Affairs, but in no case shall the said tax be extended at a greater rate than **.20 per cent** of the full, fair cash value as equalized or assessed by the Department of Local Government Affairs, on the taxable property in Shelby County, Illinois, as provided by law.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:


Robert Amling


Barbara Bennett


David Cruitt


Gary Genger


Kay Keaney


Larry Lenz



Don Strohl


James Warren



Bruce Cannon, Chairman

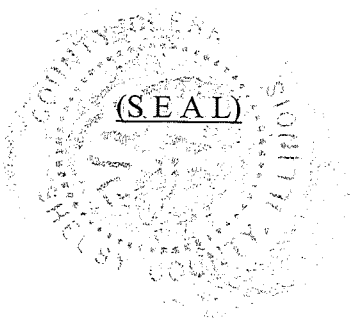
Duly approved and adopted this 12th day of September 2012.

20 Ayes 0 Nays 1 Not Voting


Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:


Kathy A. Lantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

BRIDGE TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 33

The Chairman laid before the County Board the following Resolution concerning the levy of the tax for bridge construction purposes for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT THE REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of a County Bridge Tax, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a County Bridge Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, it is provided by statute in "ILLINOIS HIGHWAY CODE" – Additional Annual Tax – County Bridge Fund, IL. Comp. Stat., Chap. 605, Para. 5/5-602

approved June 8, 1959, as from time to time amended, that counties may cause to be levied and collected annually, except as provided therein, taxes for construction of bridges and repair of bridges to be constructed or repaired by the said county as provided in the Illinois Highway Code, Sections 5-501, 5-502, 5-503, 5-504 and 5-602, in excess of the statutory limit for county purposes.

NOW, THEREFORE BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois, convened in regular session at its annual September meeting, 2011, for the purpose of bridge construction purposes, that there be and there is hereby levied against all of the taxable property, including railroad property, in Shelby County, Illinois for the fiscal year beginning September 1, 2012 and ending August 31, 2013, and to be known as the County Bridge Tax, the sum of **ONE HUNDRED FORTY THOUSAND, FIVE HUNDRED FORTY ONE DOLLARS (\$140,541.00)**.

BE IT, AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk of Shelby County, Illinois, be and hereby is directed to extend this levy as a County Bridge Tax for bridge construction purposes except as provided in:

"ILLINOIS HIGHWAY CODE" – additional Annual Tax – County Bridge Fund IL. Comp. Stat., Chap. 605, Para. 5/5-602

approved June 8, 1959, as from time to time amended, at a rate not to exceed **.25 per cent** of the full, fair cash value of all of the taxable property in Shelby County, Illinois, including the railroads, as equalized or assessed by the State of Illinois Department of Local Government Affairs but in no case shall the said tax be extended to a greater rate than **.25 per cent** of the full, fair cash value as equalized or assessed by the Department of Local Government Affairs, on the taxable property in Shelby County, Illinois, as provided by law.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:



Robert Amling


Barbara Bennett


David Cruitt



Gary Gengeri


Kay Kearney


Larry Lenz



Don Strohl


James Warren



Bruce Cannon, Chairman

Duly approved and adopted this 12th day of September 2012.

20 Ayes 0 Nays 1 Not Voting


Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:


Kathy A. Lantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

COMMUNITY MENTAL HEALTH FACILITIES AND SERVICES TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 34

The Chairman laid before the County Board the following Resolution concerning the levy of the Community Mental Health facilities and Services Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT ITS REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of a Community Mental Health Facilities and Services Tax takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a Community Mental Health Facilities and Services Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, at the General Election held on November 4, 1968, the proposition was referred to the people of Shelby County, Illinois concerning a levy of a tax for maintenance in the said Shelby County of Community Mental Health Facilities and Services, which said proposition authorizing such tax was adopted by a majority of the votes cast upon the said proposition at the said General Election;

NOW, THEREFORE BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois convened in regular session at its annual September meeting, 2012 for the purpose of maintaining and operating Community Mental Health Facilities and Services as provided by:










“An ACT relating to community mental health facilities and services, including facilities and services for the mentally retarded, and providing for state grants-in-aid to assist local communities in establishing and operating such facilities and services”

approved June 26, 1963, as from time to time amended, that there be and there is hereby levied against all of the taxable property, including railroad property, in Shelby County, Illinois for the fiscal year beginning September 1, 2012 and ending August 31, 2013 and to be known as the Community Mental Health Facilities and Services Tax, the sum of **FIVE HUNDRED FIVE THOUSAND, ONE HUNDRED EIGHTY EIGHT DOLLARS (\$505,188.00)**.

BE IT, AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk of Shelby County, Illinois be and hereby is directed to extend this levy as a Community Mental Health Facilities and Services Tax for the purpose of maintaining and operating community mental health facilities and services in Shelby County, Illinois, at a rate not to exceed **.15 per cent** of the full, fair cash value of all of the taxable property in Shelby County, Illinois, including the railroads, as equalized or assessed by the State of Illinois Department of Local Government Affairs, but in no case shall the said tax be extended at a greater rate than **.15 per cent** of the full, fair cash value of all the taxable property in Shelby County, Illinois, including the railroads, as equalized or assessed by the Department of Local Government Affairs, in Shelby County, Illinois as provided by law.


All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:


 Robert Amling	 Barbara Bennett
 David Cruitt	 Gary Gengen
 Kay Kearney	 Larry Lenz
 Don Strohl	 James Warren
	 Bruce Cannon, Chairman

Duly approved and adopted this 12th day of September 2012.

20 Ayes 0 Nays 1 Not Voting


Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:


Kathy A. Lantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

FEDERAL AND MATCHING TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 35

The Chairman laid before the County Board the following Resolution concerning the levy of the tax for providing funds to pay the County's proportionate share of the expenses of constructing highways in the Federal Aid Secondary network for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT ITS REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to whom was referred the matter of a levy of a County Federal Aid Matching Tax, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a County Federal Aid Matching Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, IT IS PROVIDED BY STATUTE IN "ILLINOIS HIGHWAY CODE" - Federal Aid Matching Taxes IL, Comp. Stat., Chap. 605 Para. 5/5-603

approved June 8, 1959, as from time to time amended, that counties may cause to be levied and collected annually, except as provided therein, taxes for providing funds to pay the County's proportionate share of the expenses of construction highways in the Federal Aid Secondary network in excess of the statutory limit for county purposes.

NOW, THEREFORE, BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois, convened in regular session at its annual September meeting, 2012, for the purpose of providing funds to pay the County's proportionate share of the expenses of constructing highways in the Federal Aid Secondary network purposes, that there be, and there is hereby levied against all the taxable property, including railroad property, in Shelby County, Illinois for the fiscal year beginning September 1, 2012 and ending August 31, 2013 and to be known as the County Federal Aid Matching Tax, the sum of **ONE HUNDRED SIXTY EIGHT THOUSAND, THREE HUNDRED NINETY SIX DOLLARS (\$168,396.00)**.

BE IT, AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk of Shelby County, Illinois be and hereby is directed to extend this levy as a County Federal Aid Matching Tax for providing funds to pay the County's proportionate share of the expenses of constructing highways in the Federal Aid Secondary network purposes except as provided in

"ILLINOIS HIGHWAY CODE" - Federal Aid Matching Tax
IL. Comp. Stat., Chap. 605, Para. 5/5-603

approved June 8, 1959, as from time to time amended, at a rate not to exceed **.05 per cent** of the full, fair cash value of all of the taxable property in Shelby County, Illinois, including the railroads, as equalized or assessed by the State of Illinois Department of Local Government Affairs, on the taxable property in Shelby County, Illinois as provided by law.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:

[Redacted Signature]
Robert Amling

[Redacted Signature]
Barbara Bennett

[Redacted Signature]
David Cruitt

[Redacted Signature]
Gary Genger

[Redacted Signature]
Kay Kearney

[Redacted Signature]
Larry Lenz

[Redacted Signature]
Don Strohl

[Redacted Signature]
James Warren

[Redacted Signature]
Bruce Cannon, Chairman

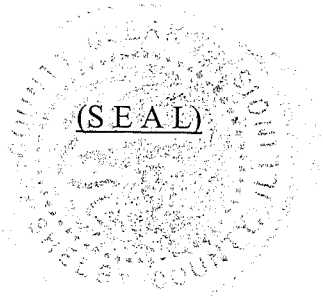
Duly approved and adopted this 12th day of September 2012.

20 Ayes 0 Nays 1 Not Voting

[Redacted Signature]
Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:

[Redacted Signature]
Kathy A. Lantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

COUNTY HEALTH DEPARTMENT TAX

FISCAL YEAR SEPTEMBER 1, 2011 - AUGUST 31, 2012

12 - 36

The Chairman laid before the County Board the following Resolution concerning the levy of the tax for maintaining and operating a County Health Department for the residents of Shelby County, Illinois, for the fiscal year beginning September 1, 2011 and ending August 31, 2012 which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT ITS REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of a tax for maintaining and operating a County Health Department for the residents of Shelby County, Illinois, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a tax for maintaining and operating a County Health Department for the residents of Shelby County, Illinois for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, at the General Election held on November 4, 1946, the proposition was referred to the people of Shelby County, Illinois concerning a levy of a tax not to exceed **.05 per cent** of the full, fair cash value of all of the taxable property in Shelby County, Illinois, **UNLESS RAISED TO .10 PER CENT BY RESOLUTION OF THE COUNTY BOARD BY 3/5 MAJORITY VOTE**, for maintenance in the said Shelby County of a County Health Department, which said proposition authorizing such tax was adopted by a majority of the votes cast upon the said proposition at the said General Election, pursuant to authority of IL. Comp. Stat., Chap. 55, Para. 5/5-23002, the Shelby County Health Department was authorized to levy an additional tax not to exceed **.175 per cent** for County Health purposes in addition to and exclusive of the maximum rate previously available for County Health purposes.

NOW, THEREFORE BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois convened in regular session at its annual September meeting, 2012 for the purpose of maintaining and operating a County Health Department as provided by:

“An ACT in relation to the establishment and maintenance of county and multi-county public health departments”

approved July 9, 1943, as from time to time amended, that there be and there is hereby levied against all of the taxable property, including railroad property, in Shelby County, Illinois for the fiscal year beginning September 1, 2012 and ending August 31, 2013, and to be known as the tax for maintaining and operating a County Health Department for the residents of Shelby County, Illinois, the sum of **THREE HUNDRED FOURTEEN THOUSAND, SEVEN HUNDRED EIGHTY FIVE DOLLARS (\$314,785.00)**.

BE IT, AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk of Shelby County, Illinois be and hereby is directed to extend this levy as a County Health Department Tax for the purpose of maintaining and operating a County Health Department for the residents of Shelby County, Illinois, at a rate not to exceed **.175 per cent** of the full, fair cash value of all of the taxable property in Shelby County, Illinois, including the railroads, as equalized by the State of Illinois Department of Local Government Affairs, but in no case shall the said tax be extended at a rate greater than **.175 per cent** of the full, fair cash value of all of the taxable property in Shelby County, Illinois, including the railroads, as equalized or assessed by the Department of Local Government Affairs as provided by law.

3/5 Majority vote required by County Board for this Resolution.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:

[Redacted Signature]
Robert Amling

[Redacted Signature]
Barbara Bennett

[Redacted Signature]
David Cruitt

[Redacted Signature]
Gary Gengen

[Redacted Signature]
Kay Kearney

[Redacted Signature]
Larry Lenz

[Redacted Signature]
Don Strohl

[Redacted Signature]
James Warren

[Redacted Signature]
Bruce Cannon, Chairman

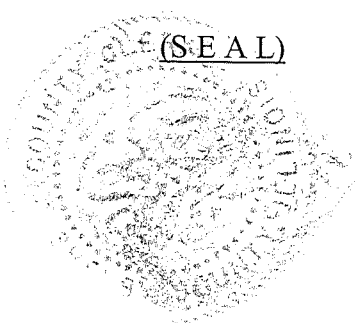
Duly approved and adopted this 12th day of September 2012.

20 Ayes 0 Nays 1 Not Voting

[Redacted Signature]
Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:

[Redacted Signature]
Kathy A. Lantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

LOCAL GOVERNMENTAL AND GOVERNMENTAL EMPLOYEES

TORT IMMUNITY ACT INSURANCE PREMIUM TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 37

The Chairman laid before the County Board the following Resolution concerning the levy of the County Local Governmental and Governmental Employees' Tort Immunity Act Insurance Premium Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT THE REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of a County Local Governmental and Governmental Employees' Tort Immunity Act Insurance Premium Tax, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a County Local Governmental and Governmental Employees' Tort Immunity Act Insurance Premium Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, it is provided by statute in "LOCAL GOVERNMENTAL AND GOVERNMENTAL EMPLOYEES' TORT IMMUNITY ACT" – Tax Levy IL. Comp. Stat., Chap. 745, Para. 10/9-107

approved August 13, 1965 as amended, that counties of Illinois may purchase insurance to provide protection to the county or its employees against liability under the Local Governmental and Governmental Employees' Tort Immunity Act and may levy an additional tax not to exceed an amount sufficient to meet the requirements of the insurance premiums there under, in excess of the statutory limit for county purposes.

NOW, THEREFORE BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois convened in regular session at its annual September meeting, 2012, for the purpose of providing revenue from which insurance premiums for the above-stated purposes will be paid by Shelby County, Illinois, that there be and there is hereby levied against all of the taxable property, including railroad property, in Shelby County, Illinois for the fiscal year beginning September 1, 2012 and ending August 31, 2013 and to be known as the County Local Governmental and Governmental Employees' Tort Immunity Act Insurance Premium Tax, the sum of **ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00)**.

BE IT, AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk of Shelby County, Illinois be, and hereby is, directed to extend this levy as a County Local Governmental and Governmental Employees' Tort Immunity Act Insurance Premium Tax for the purpose of providing revenue from which certain insurance premiums will be paid by Shelby County, Illinois, at an unlimited rate on the full, fair cash value of all of the taxable property in Shelby County, Illinois, including the railroads, as equalized or assessed by the State of Illinois Department of Local Government Affairs, as provided by law.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:


Robert Amling


Barbara Bennett


David Cruitt

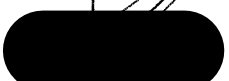

Gary Genger


Kay Kearney


Larry Lenz



Don Strohl


James Warren



Bruce Cannon, Chairman

Duly approved and adopted this 12th day of September 2012.

20 Ayes 0 Nays 1 Not Voting


Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:


Kathy A. Lantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

SHELBY COUNTY SOCIAL SECURITY EMPLOYER CONTRIBUTIONS TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 38

The Chairman laid before the County Board the following Resolution concerning the levy of the County Social Security Employer Contributions Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT THE REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of a County Social Security Employer Contributions Tax, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a County Social Security Employers Contribution Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, it is provided by statute in "ILLINOIS PENSION CODE"
IL. Comp. Stat., Chap. 40, Para.5/21-110, 5/21-110.1

approved March 18, 1963, as amended, that counties of Illinois may increase the annual tax levy above the limitation now or hereafter imposed by law to meet the cost of participation in the social security insurance program of the "SOCIAL SECURITY ACT."

NOW, THEREFORE, BE IT AND THE SAME IS HEREBY RESOLVED, by the County Board of Shelby County, Illinois, convened in regular session at its annual September meeting, 2012, for the purpose of providing revenue from which employer contributions for social security insurance will be paid by Shelby County, Illinois, that there be and there is hereby levied against all of the taxable property, including railroad property, in Shelby County, Illinois, for the fiscal year beginning September 1, 2012 and ending August 31, 2013, and to be known as the County Social Security Employer Contributions Tax, the sum of **TWO HUNDRED NINETY FIVE THOUSAND DOLLARS (\$295,000.00)**.

BE IT AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk of Shelby County, Illinois be and hereby is directed to extend this levy as a County Social Security Employer Contributions Tax for the purpose of providing revenue from which employer contributions for social security insurance will be paid by Shelby County, Illinois, at an unlimited rate of the full, fair cash value of all of the taxable property in Shelby County, Illinois, including the railroads, as equalized and assessed by the State of Illinois Department of Local Government Affairs, as provided by law.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:

[Redacted Signature]
Robert Amling

[Redacted Signature]
Barbara Bennett

[Redacted Signature]
David Cruitt

[Redacted Signature]
Gary Gengen

[Redacted Signature]
Kay Kearney

[Redacted Signature]
Larry Lenz

[Redacted Signature]
Don Strohl

[Redacted Signature]
James Warren

[Redacted Signature]
Bruce Cannon, Chairman

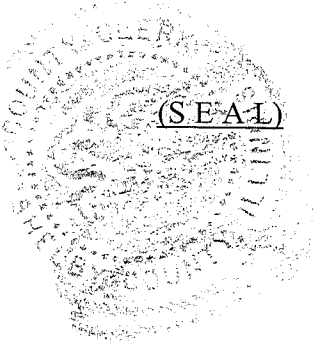
Duly approved and adopted this 12th day of September 2012.

20 Ayes 0 Nays 1 Not Voting

[Redacted Signature]
Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:

[Redacted Signature]
Kathy A. Lantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

SHELBY COUNTY COOPERATIVE EXTENSION SERVICE

ADDITION TO COUNTY GENERAL TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 39

The Chairman laid before the County Board the following Resolution concerning the levy of the tax for the support of the Shelby County Cooperative Extension Service for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT THE REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of a County Cooperative Extension Service Addition to the County General Tax, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a County Cooperative Extension Service Addition to the County General Tax pursuant to 505 ILCS 45/8 for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

WHEREAS, it is provided by statute in ‘COUNTY COOPERATIVE EXTENSION LAW’ approved August 10, 1979 as from time to time amended, that counties shall have the power to increase, with approval by referendum, the maximum rate at which it levies, or can levy, taxes for general county purposes so that counties may cause to be levied and collected annually taxes to provide support for the County Extension Education Program: and

WHEREAS, at the General Election held on March 18, 1986 a proposition was referred to the People of Shelby County, Illinois concerning the levy of an additional tax not to exceed a rate of **.05 per cent** of the equalized value of all taxable property in Shelby County, Illinois in excess of the maximum statutory limit at which the county could levy taxes for general county purposes, which said proposition authorizing such tax was adopted by a majority of the votes cast at the said General Election:

NOW, THEREFORE, BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois convened in regular session at the annual September meeting of 2012, for the purpose of levying a tax for the support of the Shelby County Cooperative Extension Service as provided in:

“An Act relating to the establishment of County Agricultural and Home Economics Extension Councils and County Extension Boards to cooperate with the University of Illinois College of Agricultural Cooperative Extension Service and the United States Agriculture in conducting educational programs in agriculture, home economics and subjects relating thereto in the several counties”

approved August 1, 1963 as amended from time to time, that there be and there is hereby levied against all of the taxable property, including railroad property in Shelby County, Illinois, for the fiscal year beginning September 1, 2012 and ending August 31, 2013 to be known as the Shelby County Cooperative Extension Service Addition to the County General Tax, the sum of **SEVENTY THREE THOUSAND, THREE HUNDRED THIRTY THREE DOLLARS (\$73,333.00)**.

BE IT, AND THE SAME IS HEREBY FURTHER RESOLVED, that the County Clerk of Shelby County, Illinois be and hereby is directed to extend this levy as an Addition to the County General Tax for the purpose of providing funds for the support of the Shelby County Cooperative Extension Service at a rate not to exceed **.05 per cent** over and above the statutory maximum at which the County may levy for general county purposes against the full, fair cash value of all of the taxable property in Shelby County, Illinois, including railroad property, as equalized or assessed by the State of Illinois Department of Local Government Affairs, but in no case shall the said tax be extended at a greater rate than **.05 per cent** over the maximum rate at which the County may levy for general taxes in Shelby County, Illinois as provided by law.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:



Robert Amling


Barbara Bennett


David Cruitt



Gary Gengen


Kay Kearney


Larry Lenz



Don Strohl


James Warren

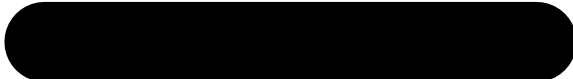

Bruce Cannon, Chairman

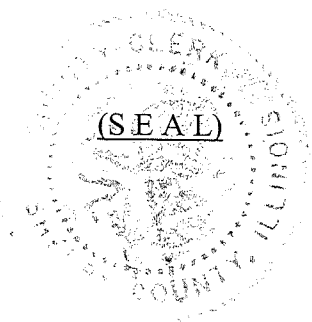
Duly approved and adopted this 11th day of September 2012.

20 Ayes 0 Nays 1 Not Voting


Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:


Kathy A. Qantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

LOCAL UNEMPLOYMENT INSURANCE ACT INSURANCE PREMIUM TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 40

The Chairman laid before the County Board the following Resolution concerning the levy of the County Local Unemployment Insurance Act Insurance Premium Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT THE REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of a County Local Unemployment Insurance Act Insurance Premium Tax, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a County Local Unemployment Insurance Act Insurance Premium Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, it is provided by statute in "UNEMPLOYMENT INSURANCE ACT" – Tax Levy IL Comp. Stat., Chap. 745, Para. 10/9-107


approved April 25, 1951, as amended, that counties of Illinois may purchase insurance to provide protection to the county or its employees against liability under the Unemployment Insurance Act and may levy additional tax not to exceed an amount sufficient to meet the requirements of the insurance premiums there under, in excess of the statutory limit for county purposes.

NOW, THEREFORE BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois convened in regular session at its annual September meeting, 2012, for the purpose of providing revenue from which insurance premiums for the above-stated purposes will be paid by Shelby County, Illinois, that there be and there is hereby levied against all of the taxable property, including railroad property, in Shelby County, Illinois for the fiscal year beginning September 1, 2012 and ending August 31, 2013 and to be known as the County Local Unemployment Insurance Act Insurance Premium Tax, the sum of **FIFTY TWO THOUSAND DOLLARS (\$52,000.00)**.

BE IT AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk of Shelby County, Illinois be and hereby is directed to extend this levy as a County Local Unemployment Insurance Act Insurance Premium Tax for the purpose of providing revenue from which certain insurance premiums will be paid by Shelby County, Illinois, at an unlimited rate on the full fair cash value of all of the taxable property in Shelby County, Illinois, including the railroads, as equalized and assessed by the State of Illinois Department of Local Government Affairs, as provided by law.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.


BUDGET COMMITTEE:


Robert Amling



Barbara Bennett



David Cruitt



Gary Gengen


Kay Kearney


Larry Lenz



Don Strohl


James Warren



Bruce Cannon, Chairman

Duly approved and adopted this 12th day of September 2012.

20 Ayes 0 Nays 1 Not Voting


Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:


Kathy A. Lantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

LOCAL WORKMAN'S COMPENSATION and

OCCUPATIONAL DISEASES ACTS INSURANCE PREMIUM TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 41

The Chairman laid before the County Board the following Resolution concerning the levy of the County Local Workman's Compensation and Occupational Diseases Act Insurance premium tax for the fiscal year beginning September 1, 2011 and ending August 31, 2012 which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT THE REGULAR SEPTEMBER METING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of a County Local Workman's Compensation and Occupational Diseases Acts Insurance Premium Tax, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a County Local Workman's Compensation and Occupational Diseases Acts Insurance Premium Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, it is provided by statute in "WORKMAN'S COMPENSATION and OCCUPATIONAL DISEASES ACTS" Tax Levy IL. Comp. Stat., Chap. 745, Para. 10/9-107

approved June 10, 1969 and July 9, 1951 respectively, as amended, that counties of Illinois may purchase insurance to provide protection to the county or its employees against liability under the Workman's Compensation and Occupational Diseases Acts and may levy an additional tax not to exceed an amount sufficient to meet the requirements of the insurance premiums there under, in excess of the statutory limit for county purposes.


NOW, THEREFORE BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois convened in regular session at its annual September meeting, 2012 for the purpose of providing revenue from which insurance premiums for the above-stated purpose will be paid by Shelby County, Illinois, that there be and there is hereby levied against all of the taxable property, including railroad property, in Shelby County, Illinois, for the fiscal year beginning September 1, 2012 and ending August 31, 2013 and to be known as the County Local Workman's Compensation and Occupational Diseases Acts Insurance Premium Tax, the sum of **EIGHTY FIVE THOUSAND DOLLARS (\$85,000.00)**.

BE IT AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk be and hereby is directed to extend this levy as a County Local Workman's Compensation and Occupational Diseases Acts Insurance Premium Tax for the purpose of providing revenue from which certain insurance premiums will be paid by Shelby County, Illinois, at an unlimited rate on the full, fair cash value of all of the taxable property in Shelby County, Illinois including the railroads, as equalized or assessed by the State of Illinois Department of Local Government Affairs, as provided by law.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:


Robert Amling


Barbara Bennett


David Cruitt



Gary Gengen


Kay Kearney


Larry Lenz



Don Strohl


James Warren



Bruce Cannon, Chairman

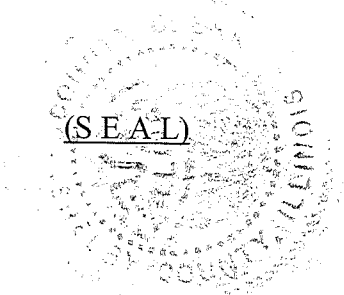
Duly approved and adopted this 12th day of September 2012.

20 Ayes 0 Nays 1 Not Voting


Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:


Kathy A. Lantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

COUNTY AIRPORT TAX

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 - 42

The Chairman laid before the County Board the following Resolution concerning the levy of the tax for the establishment, acquisition, maintenance and operation of airports and landing fields by certain counties for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT ITS REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of a County Airport Tax, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying a County Airport Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, it is provided by statute in "An ACT in relation to the establishment, acquisition, maintenance and operation of airports and landing fields by counties of less than 1,000,000 population, and by such counties jointly with certain taxing Districts located within or partly within such counties, and to provide for the financing thereof." IL. Comp. Stat., Chap. 620, Para. 45/1, 45/2

approved July 22, 1943, as from time to time amended, that certain counties may establish, acquire, maintain and operate airports and landing fields and may levy an additional tax not to exceed **.25 per cent** in excess of the statutory limit for county purposes, for the establishment, acquisition, maintenance and operation of airports and landing fields.

NOW, THEREFORE BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois convened in regular session at its annual September meeting, 2012 for the purpose of the establishment, acquisition, maintenance and operation of an airport and landing fields in Shelby County, Illinois, that there be and there is hereby levied against all of the taxable property, including railroad property, in Shelby County, Illinois for the fiscal year beginning September 1, 2012 and ending August 31, 2013 and to be known as the County Airport Tax, the sum of **FORTY ONE THOUSAND, FIVE HUNDRED FIFTY DOLLARS (\$41,550.00)**.

BE IT, AND THE SAME IS HEREBY FURTHER RESOLVED that the County Clerk of Shelby County, Illinois be and hereby is, directed to extend this levy as a County Airport Tax for the purpose of establishment, acquisition, maintenance and operation of an airport and landing fields in Shelby County, Illinois, including the railroads, as equalized or assessed by the State of Illinois Department of Local Government Affairs, but in no case shall the said tax be extended at a greater rate than **.25 per cent** of the full, fair cash value as equalized or assessed by the Department of Local Government Affairs, on the taxable property in Shelby County, Illinois, including the railroads, as provided by law.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:

[Redacted Signature]
Robert Amling

[Redacted Signature]
Barbara Bennett

[Redacted Signature]
David Cruitt

[Redacted Signature]
Gary Gengen

[Redacted Signature]
Kay Kearney

[Redacted Signature]
Larry Lenz

[Redacted Signature]
Don Strohl

[Redacted Signature]
James Warren
[Redacted Signature]
Bruce Cannon, Chairman

Duly approved and adopted this 12th day of September 2012

20 Ayes 0 Nays 1 Not Voting

[Redacted Signature]
Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:

[Redacted Signature]
Kathy A. Lantz
County Clerk of Shelby County, IL.



TAX LEVY RESOLUTION

EMERGENCY AMBULANCE SERVICE

FISCAL YEAR SEPTEMBER 1, 2012 - AUGUST 31, 2013

12 – 43

The Chairman laid before the County Board the following Resolution concerning the levy of the tax for Emergency Ambulance Service for the fiscal year beginning September 1, 2012 and ending August 31, 2013, which is as follows:

TO THE COUNTY BOARD OF SHELBY COUNTY, ILLINOIS AT ITS REGULAR SEPTEMBER MEETING, 2012:

Your joint Fees & Salaries and Finance Committee to who was referred the matter of a levy of an Emergency Ambulance Service Tax, takes leave to report upon the matter before them and recommends the adoption of the following Resolution levying an Emergency Ambulance Service Tax for the fiscal year beginning September 1, 2012 and ending August 31, 2013 which is as follows:

WHEREAS, it is provided by statute in “An ACT to revise the law in relation to counties” IL. Comp. Stat., Chap. 55, Para. 5/5-1028

approved March 31, 1974, as from time to time amended, that counties may, after approval by referendum, cause to be levied and collected annually, except as provided therein, taxes for emergency ambulance services; and

WHEREAS, at the General Election held on November 8, 1988, a proposition was referred to the People of Shelby County, Illinois concerning the levy of an annual tax not to exceed **.25 per cent** of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the County not included within the territory of a fire protection district which levies a tax for ambulance service, for the payment of expenses not paid from general funds which are incurred in providing emergency ambulance service, which said proposition authorizing such tax was adopted by a majority of the votes cast at the said General Election.

NOW, THEREFORE BE IT AND THE SAME IS HEREBY RESOLVED by the County Board of Shelby County, Illinois convened in regular session at its annual September meeting, 2012, for the purpose of levying a tax for Emergency Ambulance Service, that there be and there is hereby levied against all of the taxable property, including the railroads, not located within the Territory of a fire protection district which levies a tax for ambulance service, for the fiscal year beginning September 1, 2012 and ending August 31, 2013 and to be known as the Shelby County Emergency Ambulance Service Tax the sum of **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

BE IT, AND THE SAME IS HEREBY FURTHER RESOLVED, that the County Clerk of Shelby County, Illinois be and hereby is directed to extend this levy as an Emergency Ambulance Service Tax against the full, fair cash value of all of the taxable property in Shelby County, Illinois, including railroad property, not located within the territory of a fire protection district which levies a tax for ambulance service, as equalized or assessed by the Department of Revenue, but in no case shall the tax be extended at a greater rate than **.25 per cent** of the full, fair cash value as equalized or assessed by the Department of Revenue of all of the taxable property in Shelby County, Illinois, including the railroads, not located within the territory of a fire protection district which levies a tax for ambulance service.

All of which is respectfully submitted by the Budget Committee of the Shelby County Board.

BUDGET COMMITTEE:

[Redacted Signature]
Robert Amling

[Redacted Signature]
Barbara Bennett

[Redacted Signature]
David Cruitt

[Redacted Signature]
Gary Gengeni

[Redacted Signature]
Kay Kearney

[Redacted Signature]
Larry Lenz

[Redacted Signature]
Don Strohl

[Redacted Signature]
James Warren

[Redacted Signature]
Bruce Cannon, Chairman

Duly approved and adopted this 12th day of September 2012

20 Ayes 0 Nays 1 Not Voting

[Redacted Signature]
Bruce Cannon, Chairman
County Board of Shelby County, IL.

ATTEST:

[Redacted Signature]
Kathy A. Lantz
County Clerk of Shelby County, IL.



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 Windsor }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Windsor in said County, would respectfully represent that Bridge #4811 needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 102 at a point near the NE 1/4 NE 1/4 Section 10; R5E; T12N; 3rd PM

in said Road District, for which said work the Road District of Windsor is responsible; and the cost of which work will be fifteen 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 4th day of September 2012.



Highway Commissioner.

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

I, the undersigned Highway Commissioner of the Road District of Windsor 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>(2) Pipe Replacing Bridge -</u>	<u>13,000</u>
<u>Labor, Equip, Mat'l -</u>	<u>2,000</u>
<u>TOTAL -</u>	<u>\$15,000</u>

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

Witness my hand, this 4th day of September 2012



Highway Commissioner.

Bruce will
be in Monday
to sign. Mailed
9/26/12
Copy for
Board file please
TX

Board

Phone:
217/774-4421

September 24, 2012

Honorable Governor Pat Quinn
State of Illinois
207 State House
Springfield, IL 62706

Dear Governor Quinn,

On behalf of the Shelby County Board, I would like to express my appreciation for your support in securing the County an Illinois Department of Transportation grant in the amount of \$200,000.00. This grant will be used towards the funding to replace a recently closed bridge in Cold Spring Township.

With your help, preventing a lengthy delay in replacing this much needed bridge will now be a reality. Your assistance is greatly appreciated.

Sincerely,



Bruce Cannon, Chairman
Shelby County Board

Shelby County Board

P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

September 24, 2012


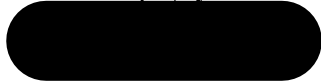
Honorable Brad Halbrook
Illinois State Representative
200-7N Stratton Office Bldg.
Springfield, IL 62706

Dear Representative Halbrook,

On behalf of the Shelby County Board, I would like to express my appreciation for your support in securing the County an Illinois Department of Transportation grant in the amount of \$200,000.00. This grant will be used towards the funding to replace a recently closed bridge in Cold Spring Township.

With your help, preventing a lengthy delay in replacing this much needed bridge will now be a reality. Your assistance is greatly appreciated.

Sincerely,

Bruce Cannon, Chairman
Shelby County Board

Shelby County Board

P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

September 24, 2012

Honorable Dale Righter
Illinois State Senator
303 A Stratton Office Bldg.
Springfield, IL 62706

Dear Senator Righter,

On behalf of the Shelby County Board, I would like to express my appreciation for your support in securing the County an Illinois Department of Transportation grant in the amount of \$200,000.00. This grant will be used towards the funding to replace a recently closed bridge in Cold Spring Township.

With your help, preventing a lengthy delay in replacing this much needed bridge will now be a reality. Your assistance is greatly appreciated.

Sincerely,




Bruce Cannon, Chairman
Shelby County Board

Shelby County Board

P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

September 24, 2012



Honorable Bob Flider
Illinois Director of Agriculture
State Fairgrounds
PO Box 19281
Springfield, IL 62794-9281

Dear Director Flider,

On behalf of the Shelby County Board, I would like to express my appreciation for your support in securing the County an Illinois Department of Transportation grant in the amount of \$200,000.00. This grant will be used towards the funding to replace a recently closed bridge in Cold Spring Township.

With your help, preventing a lengthy delay in replacing this much needed bridge will now be a reality. Your assistance is greatly appreciated.

Sincerely,

Bruce Cannon, Chairman
Shelby County Board

Shelby County Board

P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

September 24, 2012



Tim Dudley, Central Region Manager
Illinois Dept. of Commerce and Economic Opportunity
Entrepreneurship, Innovation and Technology
500 East Monroe
Springfield, IL 62701

Dear Mr. Dudley,

On behalf of the Shelby County Board, I would like to express my appreciation for your support in securing the County an Illinois Department of Transportation grant in the amount of \$200,000.00. This grant will be used towards the funding to replace a recently closed bridge in Cold Spring Township.

With your help, preventing a lengthy delay in replacing this much needed bridge will now be a reality. Your assistance is greatly appreciated.

Sincerely,

Bruce Cannon, Chairman
Shelby County Board

Zoning/EMA Report

Shelby County Board Meeting 9/12/12

Zoning

Planning Commission and Board of Appeals will NOT meet this month.

14 Building Permits Issued in August.

- 1 New Residence
- 1 Modular Home
- 2 Mobile/Manufactured Home
- 1 Residential Additions
- 9 Accessory Buildings

For the year 2012, there have been 75 building permits total issued. For 2011, through August, there were 75 building permits issued. For comparisons sake, in 2010, through August, there were 103 issued.

EMA

September is National Preparedness Month

Attended the IEMA Conference September 4th-6th in Springfield.

Attended US Army Corp of Engineers Dam Safety Training on August 22nd.

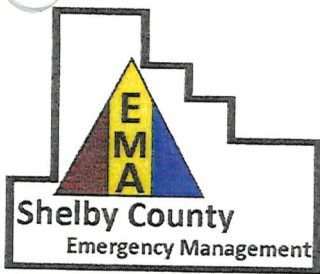
Participating in Tabletop Exercise with US Army Corp of Engineers on September 12.

Requested reimbursement for 2012 Narrowbanding Grant.

ESDA Committee meeting on September 13th at 9am in EMA/Zoning Office.

August Building Permit Log

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Fee</u>
12-062	8/1/2012	Mark and Debbie Hardsaw	34; Holland	0819-34-16-403-007	New Residence	\$ 175.00
12-063	8/7/2012	John Dolan	23; Okaw	1208-23-00-100-013	Acc. Building	\$ 125.00
12-064	8/10/2012	Brian Stirrett	08; Rose	1812-08-00-400-012	Acc. Building	\$ 125.00
12-065	8/10/2012	Justin Ray	09; Big Spring	0221-09-00-300-009	Acc. Building	N/F
12-066	8/13/2012	Nick Dunaway	15; Lakewood	0918-15-00-300-004	Acc. Building	N/F
12-067	8/13/2012	Leah Beck	07; Rose	1812-07	Modular Home	\$ 175.00
12-068	8/14/2012	Jim Ellenberg	33; Tower Hill	2311-33-00-100-011	Acc. Building	\$ 125.00
12-069	8/15/2012	John Knearem	12; Lakewood	0918-12-00-200-019	Acc. Building	\$ 125.00
12-070	8/15/2012	Rick Ray	35; Sigel	2121-35-00-100-004	Acc. Building	N/F
12-071	8/21/2012	Brad Phillips	32; Cold Spring	0417-32-00-400-007	Mobile Home	\$ 175.00
12-072	8/23/2012	Andrew Wasson	04; Dry Point	0524-04-00-300-005	Mobile Home	\$ 175.00
12-073	8/23/2012	Bret Burgener	17; Flat Branch	0603-17-00-100-002	Acc. Building	N/F
12-074	8/27/2012	Stuart Wilson	30; Todds Point	2205-30-00-300-001	Res. Addition	\$ 125.00
12-075	8/29/2012	Mike Carr	32; Windsor	2409-32-00-100-004	Acc. Building	N/F
12-076	8/31/2012	Denny Harris	09; Shelbyville	2013-09-00-300-011	Acc. Building	\$ 125.00



Shelby County Emergency
Management Agency
Jared Rowcliffe, Coordinator
315 ½ East Main Street
Shelbyville, IL 62565
217-774-1499
scema@consolidated.net

August 8, 2012

As you are aware, much of the Midwest is in a terrible drought that is having far reaching effects on water supplies, crops and livestock. This drought is shaping up to be one of the worst in recent history and shows no signs of being alleviated anytime soon.

The Shelby County Board is aware that many rural county residents use your facilities to haul bulk water for their household use as well as for agricultural uses. Many of these people depend on the water that your facility provides and see it as vital that that resource is available.

If the need arises where there is a shortage in water and your facility will be unable to provide bulk water to rural customers, we would ask that you report that information to the Shelby County Emergency Management Agency so that arrangements can be made to make water available. Shelby County EMA can be reached at 217-774-1499.

We would like to extend our sincere appreciation for this service and hope that this drought does not interrupt this vital service.

Thank you again.

Sincerely,

Bruce Cannon, Chairman
Shelby County Board

Jared Rowcliffe, Coordinator
Shelby County Emergency Management

**REGIONAL OFFICE OF EDUCATION
COUNTIES OF CLARK, COLES, CUMBERLAND
DOUGLAS, EDGAR, MOULTRIE AND SHELBY**

**FISCAL 2013 BUDGET
(12/01/12 – 11/30/13)**

County	2011 Assessed Valuation (taxes paid in 2012)	E.A.V. Corporate Personal Property Replacement Tax	Total
CLARK	\$176,110,355	\$7,633,373	\$183,743,728
COLES	\$649,832,314	\$26,509,685	\$676,341,999
CUMBERLAND	\$123,552,538	\$5,989,377	\$129,541,915
DOUGLAS	\$316,156,953	\$34,729,119	\$350,886,072
EDGAR	\$271,524,401	\$10,919,723	\$282,444,124
MOULTRIE	\$211,750,311	\$4,942,440	\$216,692,751
SHELBY	\$320,603,949	\$9,522,080	\$330,126,029
TOTALS	\$2,069,530,821	\$100,245,797	\$2,169,776,618

BUDGET OF \$273,050

<i>County</i>	<i>% of Budget</i>	<i>Counties' Share</i>
CLARK	8.47	\$ 23,127.34
COLES	31.17	\$ 85,109.68
CUMBERLAND	5.97	\$ 16,301.09
DOUGLAS	16.17	\$ 44,152.18
EDGAR	13.02	\$ 35,551.11
MOULTRIE	9.99	\$ 27,277.70
SHELBY	15.21	\$ 41,530.90
TOTALS	100.00	\$ 273,050

REGIONAL OFFICE OF EDUCATION #11
Mandated Duties
(Fiscal Year 2012)

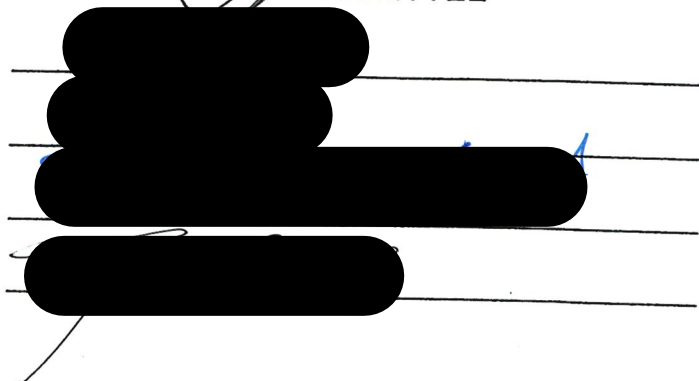
	Dec 11-Feb 12	Mar 12 -May 12	Jun 12 -Aug 12	Sept 12-Nov 12
Committees & Boards				
Regional Board of School Trustee Meetings	0	0	0	
Reorganization/Detachment Hearings	0	0	0	
Regional Office of Education Committee Meetings	1	1	1	
Professional Development Advisory Committee Meetings	0	1	0	
GED				
GED Applications Received	78	103	85	
Candidates completing exam - initial exam	60	81	61	
Candidates Retested	18	25	27	
Candidates who have met score requirements	37	44	34	
Official Transcripts issued	40	45	64	
Bus Drivers				
Initial Bus Driver Courses Held	2	1	2	
Initial Bus Driver Course Participants	25	7	40	
Refresher Bus Driver Courses Held	10	8	7	
Refresher Bus Driver Course Participants	285	131	153	
Student Services				
Grant Funded Employees (TAOEP, RSP, ROE/ISC, IVPA, Pathways)	29	29	19	
Number of Students in "Beacons"	12	12	15	
Number of Students in "Bridges" (Safe Schools Program)	84	92	43	
Number of Students in "Pathways" (Alternative Educ. Prog.)	164	94	48	
Home School Packets to Parents/Guardians	18	11	18	
Home Schooled Students Registered	4	5	6	
Truancy Letters Sent to Parent/Guardian	80	41	9	
Truancies Referred to State's Attorney	12	4	1	
Health/Life Safety				
Buildings Inspected	27	24	0	
Building Permits Issued / Occupancy Permits Issued/ Demolitions	4	6	5	
Amendments processed / 10 Year Surveys processed	1	7	0	
Maintenance Grants			23	
Compliance Visits				
Tuscola C.U.S.D. #301		3/27/12	0	

DATE: 9-10-12

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE HAVING
EXAMINED THE FOLLOWING DO HEREBY RECOMMEND APPROVAL OF
SAME BY THE COUNTY BOARD.

CPCA
COUNTY BRIDGE FUND
COUNTY HIGHWAY FUND
COUNTY MOTOR FUEL TAX FUND
FAS MATCHING FUND
LOCAL BRIDGE FUND
TWP. BR. SUPR. ENGR. FUND
TWP. CONSTRUCTION FUND
TWP. MOTOR FUEL TAX FUND

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

A large black rectangular redaction covers the signature area. The redaction is composed of several horizontal bars of varying lengths, obscuring the name and any handwritten notes or dates. A blue ink mark is visible on the right side of the redaction.

HIGHWAY PAYROLL ACCOUNT

DATE: August 31, 2012

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard ✓ 464							3692.31
D. Culberson ✓ 16		15.68		23.52	1096.92		1096.92
K. Petard ✓ 244		22.83	12 ✓	34.25	1825.93	410.83	2236.76
S. Short ✓ 386		22.03	37 ✓	33.05	1761.75	1222.21	2983.96
M. Lorton ✓ 172		18.97	14 1/2 ✓	28.46	1517.21	412.49	1929.70
M. Hapner ✓ 171		22.34	7 ✓	33.51	1786.76	234.51	2021.27
M. Reider ✓ 252		20.38	7 ✓	30.57	1630.09	213.95	1844.04
R. Helton ✓ 179		20.38	2 ✓	30.57	1630.09	61.13	1691.22
R. Haycraft ✓ 328		20.38		30.57	1630.09		1630.09
C. Evans ✓ 153		20.14	7 ✓	30.21	1610.50	21.38	1821.88
J. Agney ✓ 102		20.14	7 ✓	30.21	1610.50	21.38	1821.88
K. Vail ✓ 226		16.78	2 ✓	25.17	1341.97	50.32	1392.29
A. Kenworthy ✓ 150	79	12.00	16 1/2 ✓	18.00	948-	297-	1245-
F. Pruemmer ✓ 100	36 1/2	8.75		13.13			319.38
			027 5010 01 008				
			5011				
			012 5021 01 008				
			5031				
Co. MFT	3692.31						
Co. Hwy.	13319.59		027 5011 01 008				
wp. Br. Sup.	8714.80						

B

HIGHWAY PAYROLL ACCOUNT

DATE: August 17, 2012

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard ⁴⁶⁴							3692.31
D. Culberson ¹⁶		15.68		23.52	1096.92		1096.92
K. Petard ²⁴⁴		22.83	5 ✓	34.25	1825.93	171.18	1997.11
S. Short ³⁸⁶		22.03	23 ✓	33.05	1761.75	759.75	2521.50
M. Lorton ¹⁷²		18.97	3 ✓	28.46	1517.21	8534	1602.55
M. Hapner ¹⁷¹		22.34		33.51	1786.76		1786.76
M. Reider ²⁵²		20.38		30.57	1630.09		1630.09
R. Helton ¹⁷⁹		20.38		30.57	1630.09		1630.09
R. Haycraft ³²⁸	10 hrs. foreman time	20.38		30.57	1630.09	31.30 ✓	1661.45
C. Evans ¹⁵³		20.14		30.21	1610.50		1610.50
J. Agney ¹⁰²		20.14		30.21	1610.50		1610.50
C. Vail ²²⁶		16.78		25.17	1341.97		1341.97
A. Kenworthy ¹⁵⁰	79.5	12.00	5 ✓	18.00	954-	90-	1044-
T. Blackwell ²³	61.5	9.00	1 ✓	13.50	553.50	13.50	567-
E. Pruemmer ¹⁶⁰	73	8.75	1 ✓	13.13	638.75	13.13	651.88
		027	5010	01008			
			5011				
Co. MFT	3092.31						
Co. Hwy.	12,368.28						
wp. Br. Sup.	8384.04						

AS

178B

ROAD & BRIDGE COMMITTEE
Meeting Minutes September 10th, 2012

FILED
SEP 12 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

- **Roll Call** Bruce Cannon, Rob Behl, Dave Cruitt, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **Approval of Meeting Minutes**
 - Previous minutes of meeting was approved
- **Review Claims** Monthly payroll and claims from the County Bridge, County Highway, FASM, Co. MFT, Local Bridge, Township Construction, Township MFT accounts were reviewed and signed by committee members
- Claims were approved
- **New Business:**
 - Petition from Windsor Highway commissioner to replace bridge at 50-50
 - Petition was approved by committee
 - Agreement with IDOT on Phase 1 engineering for Wood Street Bridge replacement (federal Grant for 80% from Major Bridge Program)
 - Agreement was tabled to wait for more info from consultant
 - Agreement with Henderson and Associates for Phase 1 engineering of Wood Street Bridge – 80% federal funds, 10% City of Shelbyville, 10% County
 - Agreement was tabled to wait for more info from consultant
 - Oklahoma Bridge Grant for \$200,000 from DCEO approved. Bob Flider, Tim Dudley, Dale Righter, Brad Halbrook helped. IDOT approved federal funding for balance of project costs. Proceeding with plans to construct the bridge next spring.
 - Still not sure if any of the legislators will show up to county board meeting.
 - Clarksburg Township Bridge construction anticipated to begin Sept. 17th
 - 3rd installment of Capital Bill MFT payment to County, Townships, Municipalities approved
 - Neoga Road Construction – Summer Help (Trevor Pruemer) coop this fall after school.
 - IDOT rerated Cold Spring Bridge that was repaired resulted in no posting
 - Holland Bridge – Highway Commissioner wants bridge accelerated – has not had bridge constructed in long time
 - Will keep bridge scheduled as is unless an opportunity presents itself to move bridge up in priorities
 - States Attorney Deb Riley called about Galvin subdivision and related court order
 - Alan stated that he did not think it was appropriate to make the subdivision road a county highway
 - Windsor Township Bridge closed by IDOT – looking at possible repair
 - Thank you letter received from Village of Findlay on removal of joint bumps on Findlay-Assumption road
 - Highway Dept helped City of Windsor with cleanup from storm damage
 - Hosting District 7 County Engineer meeting on Sept. 19th
 - ROW appraisals being processed on Oklahoma Bridge
 - Committee agreed to offer the landowners the high value of comparable sold property – probably around \$3200 per acre
 - Repair of Mode Road completed by Dunn Company
 - Findlay Road from Il route 128 east toward Findlay milled joint bumps off.
 - Bridge inspection training scheduled for October 10th & 11th. Refresher training required every 5 years.
- **Old Business:**

ROAD & BRIDGE COMMITTEE
Meeting Minutes September 10th, 2012

- Cold Spring Highway Commissioner requests recently closed bridge to be replaced; Herrick Highway Commissioner has worked on road at closed bridge and wants bridge replaced . – Cold Spring commissioner asked for low water crossing
 - Notified of contaminated soil in Village of Herrick – State’s Attorney is contacting an environmental lawyer for review
 - We have a significant backlog of design projects: Neoga Road Bridge (Major bridge federal grant – shooting for a January letting); Shelbyville Township RRxing approach (100 % State funding – due in December); Clarksburg rrxing approach (100% State funding); Oklahoma Bridge (80% federal funding; 20% state funding); Prairie/Richland township bridges (80% federal funding; 16% state; 4% local); Rural township funding submittal for rrxing approach
- **Adjournment: Next meetings scheduled for October 4th and 5th**

ROAD & BRIDGE COMMITTEE

Meeting Minutes

September 7, 2012

- **Roll Call** Bruce Cannon, Rob Behl, Dave Cruitt, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
 - The committee traveled throughout the County to view on-site construction and potential highway issues at the following locations:
 - Requested Bridge repair in Ridge Township
 - Milled joint bumps on Findlay road
 - Requested Bridge replacement with pipe in Windsor Township
 - Recently closed bridge in Windsor Township
 - Neoga Road construction progress
 - Repair performed by Dunn Co. on Mode Road

- **Adjournment:** Next meeting scheduled for September 10, 2012

FILED
SEP 12 2012
Kathy A. Lantz
SHELBY COUNTY CLERK

**SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION
TREASURER'S REPORT September 10, 2012**

Beginning Balance	August 6, 2012	\$	60,406.40
Deposits			
Bank Interest		\$	18.81
Heartland Payment Systems--Credit Card Fuel Sales		\$	1,621.36
Fuel Sales--Checks & Cash		\$	249.96
Transfer From Busey Bank		\$	24,853.08
Rent		\$	700.00
		\$	27,443.21
		\$	87,849.61

Bills Received and Paid

Heartland Payment Systems--Fees	\$	94.20
Illinois Department of Revenue--Sales Tax Payment	\$	204.00
Shelbyville Ace Hardware--Misc. Supplies	\$	17.45
Steve Wempen--airplaneoil.com, 1-Case Oil 15W50 AeroShell	\$	86.05
Steve Wempen--Bookkeeping August, 2012	\$	200.00
Express Services Inc.--FBO 08-05-2012---09-02-2012	\$	3,750.00
Consolidated Communication	\$	165.30
Shelby Electric Cooperative--August, 2012	\$	666.91
P & P Electrical Service--Install Cat 5 to Pump & Relocate Door Power	\$	1,285.25
Paynes TSH Parts & Equipment--Batwing Parts	\$	628.60
Scott Jefson--Wal-Mart, Office Supplies	\$	44.16
Treasurer, State of Illinois--Project 2H0-4149	\$	36,500.00
Ameren CIPS--Gas	\$	73.97
City Area Water-Sewer Department--August, 2010	\$	53.21
	\$	43,769.10
	\$	44,080.51

Shelby County State Bank	\$	44,080.51
BuseyBank	\$	123.45
Farm Agency Account	\$	23,146.12
Certificates of Deposit	\$	65,290.91
Total	\$	132,640.99

FILED
SEP 18 2012

Kathy A. Galt
SHELBY COUNTY CLERK

Prepared by Steve Wempen--Sec/Treas

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NOS.	DEBITS	CREDITS	BALANCE
	6-Aug-12	Balance Shelby County State Bank				\$ 60,406.40
	2-Aug-12	Heartland Payment Systems--Deposit			\$ 256.13	\$ 60,662.53
	2-Aug-12	Heartland Payment Systems--Fees		\$ 70.63		\$ 60,591.90
	6-Aug-12	Heartland Payment Systems--Deposit			\$ 291.76	\$ 60,883.66
	6-Aug-12	Heartland Payment Systems--Fees		\$ 2.87		\$ 60,880.79
4465	7-Aug-12	Steve Wempen--airplaneoil.com, 1-Case Oil 15W50 Shell	022-8010.12-023	\$ 86.05		\$ 60,794.74
	7-Aug-12	Illinois Department of Revenue--Sales Tax Payment		\$ 204.00		\$ 60,590.74
	10-Aug-12	Heartland Payment Systems--Deposit			\$ 386.25	\$ 60,976.99
	10-Aug-12	Heartland Payment Systems--Fees		\$ 6.14		\$ 60,970.85
4466	13-Aug-12	Express Services, Inc.--FBO 08-05-2012	022-5210.01-023	\$ 750.00		\$ 60,220.85
4467		VOID				
4468	13-Aug-12	P & P Electrical Service--Cat 5, Relocate Door Switch	022-7441.12-023	\$ 1,285.25		\$ 58,935.60
4469	13-Aug-12	Scott Jetson--Wal-Mart Office Supplies	022-7000.12-023	\$ 44.16		\$ 58,891.44
4470	13-Aug-12	Shelbyville Ace Hardware--Misc. Supplies	022-7000.12-023	\$ 17.45		\$ 58,873.99
	13-Aug-12	Transfer To Shelby County State Bank			\$ 24,754.97	\$ 83,628.96
	13-Aug-12	Rent--Leo Bachman			\$ 85.00	\$ 83,713.96
4471	15-Aug-12	Express Services, Inc.--FBO 08-12-2012	022-5210.01-023	\$ 750.00		\$ 82,963.96
4472	18-Aug-12	Paynes TSH Parts & Equipment--Batwing Parts	022-7441.12-023	\$ 628.60		\$ 82,335.36
	21-Aug-12	Heartland Payment Systems--Deposit			\$ 164.18	\$ 82,499.54
	21-Aug-12	Heartland Payment Systems--Fees		\$ 3.73		\$ 82,495.81
4473	21-Aug-12	Express Services, Inc.--FBO 08-19-2012	022-5210.01-023	\$ 750.00		\$ 81,745.81
	27-Aug-12	Heartland Payment Systems--Deposit			\$ 54.82	\$ 81,800.63
	27-Aug-12	Heartland Payment Systems--Fees		\$ 1.59		\$ 81,799.04
4474	27-Aug-12	Treasurer, State of Illinois--Project 2H0-4149	022-7442.12-023	\$ 36,500.00		\$ 45,299.04
4475	28-Aug-12	Consolidated Communication	022-7810.12-023	\$ 165.30		\$ 45,133.74
	28-Aug-12	Heartland Payment Systems--Deposit			\$ 103.00	\$ 45,236.74
	28-Aug-12	Heartland Payment Systems--Fees		\$ 0.38		\$ 45,236.36
	29-Aug-12	Heartland Payment Systems--Deposit			\$ 58.91	\$ 45,295.27
	29-Aug-12	Heartland Payment Systems--Fees		\$ 1.60		\$ 45,293.67
4477	29-Aug-12	Express Services, Inc.--FBO 08-26-2012	022-5210.01-023	\$ 750.00		\$ 44,543.67
	30-Aug-12	Heartland Payment Systems--Deposit			\$ 184.82	\$ 44,728.49
	30-Aug-12	Heartland Payment Systems--Fees		\$ 4.63		\$ 44,723.86
	31-Aug-12	Heartland Payment Systems--Fees		\$ 2.63		\$ 44,721.23
	31-Aug-12	Heartland Payment Systems--Deposit			\$ 121.49	\$ 44,842.72
	31-Aug-12	Bank Interest			\$ 18.81	\$ 44,861.53
4476	6-Sep-12	City Water-Sewer Department	022-7810.12-023	\$ 53.21		\$ 44,808.32
4478	6-Sep-12	Shelby Electric Cooperative--August, 2012	022-7810.12-023	\$ 666.91		\$ 44,141.41
4479	7-Sep-12	Express Services, Inc.--FBO 09-02-2012	022-5210.01-023	\$ 750.00		\$ 43,391.41
4480	7-Sep-12	Ameren CIPS--Gas	022-7810.12-023	\$ 73.97		\$ 43,317.44

4481			022-5220.12-023	\$	200.00	\$	43,117.44
	7-Sep-12	Steve Wempen--Bookkeeping August 2012					
	10-Sep-12	Transfer To Shelby County State Bank					
	10-Sep-12	Fuel Sales				\$ 98.11	\$ 43,215.55
	10-Sep-12	Rent--Derek Percy \$95, Tony Krause \$170, AJ Wiss \$85				\$ 249.96	\$ 43,465.51
		Jeff Green \$85, Barry Brunken \$85, J Livesay \$95					
	10-Sep-12	Board Meeting--September 10, 2012				\$ 615.00	\$ 44,080.51

184

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
BUDGET ACCOUNT SUMMARY **September 10, 2012**

CHECK NO.	DATE	5210.01	5220.12	6120.12	7000.12	7441.12	7442.12	7443.12	7444.12	7810.12	8010.12	9900.12	
	YTD	\$33,456.40	\$2,400.00	\$9,951.00	\$0.00	\$1,567.90	\$30,306.29	\$8,058.96	\$725.37	\$175,221.62	\$13,357.07	\$29,997.80	\$880.64
4465	7-Aug-12												
4466	13-Aug-12	\$750.00											\$86.05
4467	VOID												
4468	13-Aug-12						\$1,285.25						
4469	13-Aug-12					\$44.16							
4470	13-Aug-12					\$17.45							
4471	15-Aug-12	\$750.00					\$628.60						
4472	18-Aug-12												
4473	21-Aug-12	\$750.00											
4474	27-Aug-12												
4475	28-Aug-12												\$36,500.00
4476	6-Sep-12												
4477	29-Aug-12	\$750.00											
4478	6-Sep-12												\$165.30
4479	7-Sep-12	\$750.00											\$53.21
4480	7-Sep-12												
4481	7-Sep-12		\$200.00										\$73.97
Meeting	10-Sep-12	\$3,750.00	\$200.00	\$0.00	\$0.00	\$61.61	\$1,913.85	\$36,500.00	\$0.00	\$0.00	\$959.39	\$86.05	\$0.00
	YTD	\$37,206.40	\$2,600.00	\$9,951.00	\$0.00	\$1,629.51	\$32,220.14	\$44,558.96	\$725.37	\$175,221.62	\$14,316.46	\$30,083.85	\$880.64
Monthly Expenses			\$ 43,470.90										
Heartland Fees			\$ 94.20										
Illinois dept. of Revenue			\$ 204.00										
Total Monthly Expenses			<u>\$ 43,769.10</u>										

SHELBY COUNTY AIRPORT ---CERTIFICATES OF DEPOSIT

ISSUEING FACILITY	ACCT. NO.	OPG. DATE	AMOUNT	APY RATE	MAT. TERM	NEXT MAT.	BALANCE
SHELBY COUNTY STATE BANK	4485	11-May-84	\$ 10,000.00	0.65	182 Days	8-Apr-11	Closed
SHELBY COUNTY STATE BANK	5280	14-May-85	\$ 10,000.00	0.65	182 Days	12-Apr-11	Closed
SHELBY COUNTY STATE BANK	18512	15-Feb-06	\$ 20,000.00	0.65	182 Days	15-Feb-13	\$ 23,458.37
SHELBY COUNTY STATE BANK - MOWEAQUA	5100001126	20-Nov-08	\$ 20,226.22	0.65	182 Days	20-May-11	Closed
SHELBY COUNTY STATE BANK - MOWEAQUA	5100001127	20-Nov-08	\$ 20,000.00	0.65	182 Days	20-May-11	Closed
BUSEY BANK	125662	15-Feb-06	\$ 20,000.00	NA	1 Year	15-Feb-12	Closed
BUSEY BANK	3340077	19-Nov-08	\$ 20,000.00	NA	1 Year	19-Nov-12	\$ 21,072.33
BUSEY BANK	3340117	19-Nov-08	\$ 20,000.00	0.25	7 Months	19-Dec-12	\$ 20,760.21
	Total		\$				\$ 65,290.91

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	DEBITS	CREDITS	BALANCE
	31-Aug-11	Beginning Balance - Busey Bank 2011-2012			272.55
676	3-Sep-11	Transfer to Shelby County State Bank	149.10		123.45
	23-Sep-11	Shelby County Treasurer		15,218.57	15,342.02
677	1-Oct-11	Transfer to Shelby County State Bank	15,218.57		123.45
	26-Oct-11	Replacement Tax--7th Allocation		994.82	1,118.27
678	7-Nov-11	Transfer to Shelby County State Bank	994.82		123.45
	21-Dec-11	Replacement Tax--8th Allocation		143.71	267.16
	22-Dec-11	Shelby County Treasurer		2,140.67	2,407.83
	29-Dec-11	Shelby County Treasurer		177.94	2,585.77
	30-Dec-11	Shelby County Treasurer		15.20	2,600.97
679	15-Jan-12	Transfer to Shelby County State Bank	2,477.52		123.45
	23-Jan-12	Replacement Tax--1st Allocation		612.39	735.84
680	31-Jan-12	Transfer to Shelby County State Bank	612.39		123.45
	18-Jan-44	Closed CD #125662			23,436.91
681	28-Feb-12	Transfer to Shelby County State Bank	23,313.46		123.45
	12-Mar-12	Replacement Tax--2nd Allocation		171.18	294.63
682	1-Apr-12	Transfer to Shelby County State Bank	171.18		123.45
	13-Apr-12	Replacement Tax--3rd Allocation		940.45	1,063.90
683	5-May-12	Transfer to Shelby County State Bank	940.45		123.45
	17-May-12	Replacement Tax--4th Allocation		628.39	751.84
684	2-Jun-12	Transfer to Shelby County State Bank	628.39		123.45
	25-Jul-12	Replacement Tax--5th Allocation		812.00	935.45
685	4-Aug-12	Transfer to Shelby County State Bank	812.00		123.45
	3-Aug-12	Shelby County Treasurer		24,754.97	24,878.42
686	13-Aug-12	Transfer to Shelby County State Bank	24,754.97		123.45
	16-Aug-12	Replacement Tax--6th Allocation		98.11	221.56
687	7-Sep-12	Transfer to Shelby County State Bank	98.11		123.45

Shelby County Airport and Landing Field Commission Fuel Sales

DATE	QUANTITY	CUSTOMER INVOICE	PRICE	CREDIT CD	CHARGE	CASH
8-Aug-12	36.26	Credit Card Sale	10461	\$ 5.39	\$ 195.44	
3-Aug-12	17.87	Credit Card Sale	10462	\$ 5.39	\$ 96.32	
6-Aug-12	11.65	Ryan Creamer	10463	\$ 5.39	\$ 62.79	
6-Aug-12	14.76	Donald Gherardini	10464	\$ 5.39	\$ 79.56	
8-Aug-12	71.66	Credit Card Sale	10465	\$ 5.39	\$ 386.25	
9-Aug-12	7.80	Cash Customer	10466	\$ 5.39		\$ 42.04
10-Aug-12	17.90	Donald Gherardini	10467	\$ 5.39	\$ 96.48	
13-Aug-12	15.04	Steve Wempen 3,4,5	10469	\$ 5.39		\$ 80.31
15-Aug-12	16.01	Donald Gherardini 06	10470	\$ 5.34	\$ 85.50	
16-Aug-12	9.28	Cash Customer 08	10471	\$ 5.39		\$ 50.02
19-Aug-12	30.46	Credit Card Customer 09	10472	\$ 5.39	\$ 164.18	
23-Aug-12	10.17	Credit Card Customer 10	10473	\$ 5.39	\$ 54.82	
23-Aug-12	13.96	Barry Brunken 12	10473	\$ 5.34	\$ 74.55	
23-Aug-12	4.99	Cash Customer 11	10474	\$ 5.39		\$ 26.90
25-Aug-12	9.25	Donald Gherardini 14		\$ 5.34	\$ 49.40	
26-Aug-12	14.29	Jeff Green 17	10476	\$ 5.34	\$ 76.31	
26-Aug-12	19.11	Credit Card Customer 15	10476	\$ 5.39	\$ 103.00	
27-Aug-12	10.93	Credit Card Customer 19	10477	\$ 5.39	\$ 58.91	
27-Aug-12	17.39	Rick Brown 21		\$ 5.34	\$ 92.86	
27-Aug-12	9.09	Curt Crosby 22		\$ 5.34	\$ 48.54	
28-Aug-12	34.29	Credit Card Customer 23	10478	\$ 5.39	\$ 184.82	
29-Aug-12	22.54	Credit Card Customer 24	10479	\$ 5.39	\$ 121.49	
29-Aug-12	50.11	John Livesay 26		\$ 5.34	\$ 267.59	
29-Aug-12	3.88	John Livesay 27		\$ 5.34	\$ 20.72	
TOTAL GL	468.69	TOTAL		\$ 1,365.23	\$ 954.30	\$ 199.27
				TOTAL FUEL SALES		\$ 2,518.80
3-Aug-12		Cash Sale: 6 Qt. 15W50 AEROSHELL			\$ 50.69	
				TOTAL TAXABLE SALES		\$ 2,569.49

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

August 6, 2012

Tad Mayhall calls the meeting to order.

The minutes were reviewed by all. Bob Simpson made a motion to approve and Jim Looft seconded it.

The Treasurer's Report was reviewed. Tad made a motion to approve the Treasurer's Report, seconded by Jim and was approved by all saying aye.

Bills Presented

P & P Electrical Services--Cat 5 Wire & Move Elec. Service	\$	1,285.25
Steve Wempen--Reimburse for Case of Oil	\$	86.05
Scott Jefson--Wal-Mart for Office Supplies	\$	44.16
Shelbyville Ace Hardware--Misc. Supplies	\$	17.45

Tad makes a motion to pay said bills and it was approved by all saying aye.

Managers Report

The TSA, (Transportation Security Administration), stopped in, discussed a few things and left a couple signs to post.

FAA official stopped in when driving by after seeing a T-28 that had landed for fuel. After looking at the plane, she walked around the airport, mentioned the fences and left after a short visit.

Replaced all ceiling tile in the back hangar. Continued clearing out the front hangar and found a plugged drain in front corner. Also asked about hanging a drop ceiling in the front hangar, insulating on top of it and painting the walls white.

Cleaned out the electrical room. Cleaned up barrels. Replaced a safety switch on the front new Main Hangar door. Put the extension on the wind-t and got it working better.

Also expressed the inconvenience of the Fuel Master System not working yet.

A person is coming to look at Donald Beyers 182 to confirm the damage Putney caused.

An insurance person is to come and start taking the 182 out on the ramp apart to ship it out.

End of Managers Report

Bruce ask Scott if he had any info on the insurance for a courtesy car.

The courtesy car issue was discussed somewhat.

Bruce ask about the old beacon and what happens to it.

Jim mentions a county board member complimenting on how nice the airport has started looking.

Jim also mentions that Jim Schwerman informed him that the airport had 80% coverage on the crop.

Steve mentions trying to get the license plate and title for the snow truck, that the seller made a mistake with the date and fixed it but didn't sign the fix. They will issue the plate and title after that has been taken care of.

There was a short discussion on insuring the snow truck and also pull down shades for the office windows.

Scott mentions the RC event coming up and we should be getting a copy of proof of insurance from them.

Scott also ask about a food vendor for the RC event and Tad said he would check on it.

Tad talks some on the wires that were cut, causing the regulator to blow and that the person at fault wasn't responding and legal action would be taken.

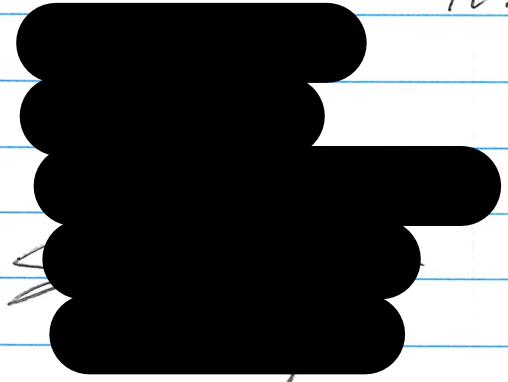
Jim make a motion to adjourn and it was seconded.

10:00 AM

Public Health Comm -

all bills were audited and in order

10:30



FILED

SEP 10 2012

Kathy A. Lutz
SHELBY COUNTY CLERK

Lees & Salary

Sept 11, 2012

Attending: Kay Kearny, Dave Pruitt,
Barb Bennett

Approved bills as presented except for
of one ambulance.
Decided to check on public defender
hours of service.

FILED

SEP 11 2012

Kathy A. Lutz
SHELBY COUNTY CLERK

Sept 11, 2012

Meeting of Purchasing Committee

Present Don Stoll Jack Raessler Jim Warren
Robert Hunter Fred Doerner

Absent were Gary Gergeni Robin Robertson

Bills were presented

Motion made by Jack Raessler to approve bills

Seconded by Jim Warren All voted aye

Motion by Robert Hunter to adjourn seconded by
Fred Doerner All voted Aye

FILED

SEP 11 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

MMLP Ltd.

Melotte Morse Leonatti Parker, Ltd.
213 ½ South Sixth Street, Springfield, Illinois 62701-1502
Phone: (217) 789-9515; Email: architect@mmlpltd.com



Tuesday August 21, 2012
Job Progress and Pay Request Meeting Notes
Shelby County Court House Renovation
Arch. Job No. 111084

Those Present:

Sherriff Mike Miller
Jim Warren, Chairman, Shelby County Board Building Committee
Board Committee
Dale Wetherell, Shelby County Board Building Committee
Fred Doemer, Shelby County Board Building Committee
Kenneth Barr, Shelby County Board Building Committee
Richard Morse, MMLP Ltd
Matt Goebel, Morrissey
Claude Lane, Morrissey
Representatives from the Contractors were not present:

Additional Distribution includes: Kirk Mescher and Wayne Strobe, CM Engineering; Jeff Bane, Horner Shifrin, Kathy Lantz, County Clerk, the 4 Contractors.

NOTES:

Purpose of the meeting was to review project progress, review for approval the first Pay Request and its format, contract details and additional information and requirements

Discussed:

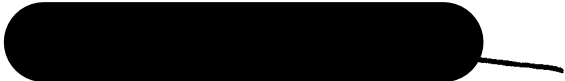
1. The meeting was called to order by Matt Goebel of Morrissey Construction Co. Progress and Schedule were reviewed and are discussed below. The Third Executive Job summary report and the proposed Pay Requests No. 3 from the 4 Contractors and Morrissey were also submitted for review. The Committee after discussion approved these for payment pending MMLP's final review and recommendation. MMLP will complete the review and forward the signed and scanned emails to the Committee and the County Clerk.
2. As of the meeting all was in order for approval except the Payroll Certifications from Durban Contractors. (Received August 24th at MMLP office).
3. The month's activities were reviewed and summarized.
4. The schedule target dates were reviewed and modified during the discussion of the overall job schedule.

5. Shop Drawings schedule was discussed. Any submitted Shop Drawings were all forwarded by Morrissey to MMLP and MMLP has either completed or will completed review.
6. Grants Update: Architect reported that the DCEO grant application had been accepted and a letter sent to the County. This brings the total grant money awarded to approximately \$78,000.00; all of it to be applied toward the geothermal HVAC system costs.
7. The Landmarks grant for a lighting study was also reviewed and committee agreed that it should be accepted and used to increase awareness of the historic importance of the building, whether or not the County chose to proceed with the actual installation of designed lighting after the completion of the study. Jim Warren and the committee also discussed working with the City of Shelbyville on other possible funding sources.
8. A Contract Requirements, Change Order and an Allowance log were all reviewed in the Morrissey Executive Summary.
9. Attic Envirotech Clean up Change Order No. 1 and Swingler No. 1. were briefly discussed. There have been no additional savings identified, but the schedule for the work is into September when heat factor has been partially eliminated.
10. Abatement work has been completed and Architect has asked Envirotech to provide additional information on the process which was modified from that originally bid (with approvals). More areas that were much smaller were abated throughout the ground floor.
11. NE new entry lead based paint abatement by Change Order for Envirotech has been completed. Formal Change Order has been submitted and the total is less than the total approved in July Progress Meeting.
12. Security equipment and Entry Room 121 redesign were discussed and the Committee approved changes in the room's design based on the Sherriff's request and the size of the newly identified Scanner. Architect was directed to make the required changes. Construction Manager asked that the request be sped up.
13. North Stair Wall Unforeseen Conditions: Architect will prepare a request for Change Order to address the repairs needed for the north stair east side wall. Committee confirmed that the stair railing should match as closely as possible the existing in proportion. The railing work will need to be coordinated with the side wall repair.
14. Temporary Air Conditioning Allowance: The Construction Manager noted that an additional electrical panel will be installed to as part of the transition to the new HVAC system. This is necessary to maintain cooling throughout the transition. Cost will be charged against the Allowance.
15. The Committee approved the Concrete Change order NO. 2 submitted by Morrissey for Swingler for the additional demolition and reinstallation of concrete sidewalk related to the connections from the well field to the building. This was approved in July.
16. Cupola Stair Reinforcement modification: Architect reported that after consulting with the Contractors, Morrissey and the Structural Engineer a modification to the scope of work for repair of the attic stairs has been requested. The Request deletes new steel reinforcing on the stairs and asks for a credit. The Stairs are to be refastened and anchored still as per original scope.

17. Roof Condition: Architect noted that in working with the Contractor and Morrissey to determine the actual scope of work required for the soffit and gable reconstruction it was noted that the paint on the ornamental metal trim had deteriorated significantly since the initiation of work in 2010. Committee directed to the Architect to look into costs for doing the repair work and repainting. Architect noted that forms or molds for the ornamental trim should be ordered and secured for use for this and the next roof repair and restoration project. Architect has contacted the supplier of this material and referred to the Construction Manager.
18. Claude noted again that at least three chimneys were open and belching a/c from the lower floors into attic. Architect will prepare a request for additional work.

These meeting notes shall stand as submitted. Refer to Morrissey Executive Summary NO 3 and Schedule for additional information. Additions or corrections should be forwarded in writing to MMLP within a week of date of issuance.

Respectfully Submitted:



Richard R. Morse, AIA, LEED-AP
Melotte Morse Leonatti Parker, Ltd.

Attachments: none

Agenda notes August 21

1. Administrative
 - a. ICECF

- b. DCEO
 - c. Lighting Study acceptance?
 - d. Future roof repair has several implications to be discussed. Paint, repair, replication, windows, additional roof replacement (5 years maybe till needed.)
- 2.
 3. Design
 - a. Vestibule with Sherriff Sense of cost if any
 - b. North stair railing: additional or match? Pros and cons? Insurance? ADA
 4. Shop Drawings pretty much updated
 5. Allowances:
 - a. Chimney allowance?? Used up? What do we expect?
 - b. Roof repair: may be used up for ornamental trim Clarification has been issued
 - c. Design questions: Get the ornamental forms made.
 - d.
 - e. HVAC cooling: using more for the electrical
 - f. CM here last week.
 6. ACM LBP
 - a. Still discussing Attic (see below) lbp ABATEMENT METHDOLOGY CHANGED AND IT IS BEING REVIEWED. (CREDIT?)
 - b. Co for the work has been submitted at less than informally approved
 - c. Add 880 from allowance in contract
 7. Change Orders Clarifications Requests under consideration
 - a. King Lar: Pipe Insulation? MCC King Lar to review
 - i. K L notification prior to final contract, caused CM to produce, 2 of three locations.
 - ii. Nearest competitor at \$506,000.
 - iii. May 7 Issuance
 - iv. May 9 Board Action
 - v. May 14 Pre Construction
 - b. Vestibule: in process
 - i. Interior
 - ii. Exterior layout for construction purposes waiting on Swingler and MCC to confirm and submit
 - c. Attic: haven't found additional savings directly for Envirotech but have asked for Cupola stair credit steel fab and install.
 - d. Domestic H2O
 - e. Concrete removal and replacement

9:00 - 9:25 a.m.
Sheriff Miller's Office

Sheriff Miller
Barb Bennett
Don Strohl
Kay Kearney
Tina Wade

Michael A. Miller
SHERIFF OF SHELBY COUNTY
151 N. MORGAN STREET
PHONE 217-774-3941 FAX 217-774-2851
SHELBYVILLE, ILLINOIS 62565

LAW ENFORCEMENT COMMITTEE MEETING
09/06/12

1. New Deputies and Correctional Officer - Class Schedules
2. Courthouse Security *Gene C - Monday Quiney Wood*
Joe - Friday Jake Washburn } Training
Gene Seifert - Extra help
TOM - Tues Matt Graham
3. New Digital Radio System *wed.*
Thurs.
- NEW X-Ray Machine (029)
to be purchased from 2011-2012 Budget
\$ 15,000 - 18,000
Meeting w Jim Warren + Building Comm.

Inmate average - 22

Michael A. Miller



Shelby County Sheriff

FILED
SEP 06 2012

Kathy A. Lentz
SHELBY COUNTY CLERK

Animal Control
August 29, 2012
9:00 a.m.
AC Office

Brad Hudson
Joe Sims
Kay Kearney
Dr Spesard
Robt. Jordan

Reviewed and approved Bills / Payroll

Approved purchase of Tow Chain and Booster Cables
for the truck.

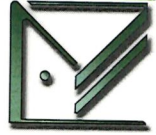
Discussion off possibility of an Animal Control
credit card - Committee Members will consider
this request and check into whether this
could be done

FILED
AUG 29 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

MMLP Ltd.

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street, Springfield, Illinois 62701-1502
Phone: (217) 789-9515; Email: architect@mmlpltd.com



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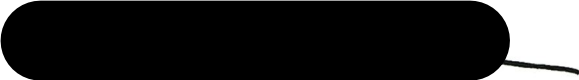
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5. Shop Drawings schedule was discussed. Any submitted Shop Drawings were all forwarded by Morrissey to MMLP and MMLP has either completed or will completed review.
6. Grants Update: Architect reported that the DCEO grant application had been accepted and a letter sent to the County. This brings the total grant money awarded to approximately \$78,000.00; all of it to be applied toward the geothermal HVAC system costs.
7. The Landmarks grant for a lighting study was also reviewed and committee agreed that it should be accepted and used to increase awareness of the historic importance of the building, whether or not the County chose to proceed with the actual installation of designed lighting after the completion of the study. Jim Warren and the committee also discussed working with the City of Shelbyville on other possible funding sources.
8. A Contract Requirements, Change Order and an Allowance log were all reviewed in the Morrissey Executive Summary.
9. Attic Envirotech Clean up Change Order No. 1 and Swingler No. 1. were briefly discussed. There have been no additional savings identified, but the schedule for the work is into September when heat factor has been partially eliminated.
10. Abatement work has been completed and Architect has asked Envirotech to provide additional information on the process which was modified from that originally bid (with approvals). More areas that were much smaller were abated throughout the ground floor.
11. NE new entry lead based paint abatement by Change Order for Envirotech has been completed. Formal Change Order has been submitted and the total is less than the total approved in July Progress Meeting.
12. Security equipment and Entry Room 121 redesign were discussed and the Committee approved changes in the room's design based on the Sherriff's request and the size of the newly identified Scanner. Architect was directed to make the required changes. Construction Manager asked that the request be sped up.
13. North Stair Wall Unforeseen Conditions: Architect will prepare a request for Change Order to address the repairs needed for the north stair east side wall. Committee confirmed that the stair railing should match as closely as possible the existing in proportion. The railing work will need to be coordinated with the side wall repair.
14. Temporary Air Conditioning Allowance: The Construction Manager noted that an additional electrical panel will be installed to as part of the transition to the new HVAC system. This is necessary to maintain cooling throughout the transition. Cost will be charged against the Allowance.
15. The Committee approved the Concrete Change order NO. 2 submitted by Morrissey for Swingler for the additional demolition and reinstallation of concrete sidewalk related to the connections from the well field to the building. This was approved in July.
16. Cupola Stair Reinforcement modification: Architect reported that after consulting with the Contractors, Morrissey and the Structural Engineer a modification to the scope of work for repair of the attic stairs has been requested. The Request deletes new steel reinforcing on the stairs and asks for a credit. The Stairs are to be refastened and anchored still as per original scope.

17. Roof Condition: Architect noted that in working with the Contractor and Morrissey to determine the actual scope of work required for the soffit and gable reconstruction it was noted that the paint on the ornamental metal trim had deteriorated significantly since the initiation of work in 2010. Committee directed to the Architect to look into costs for doing the repair work and repainting. Architect noted that forms or molds for the ornamental trim should be ordered and secured for use for this and the next roof repair and restoration project. Architect has contacted the supplier of this material and referred to the Construction Manager.
18. Claude noted again that at least three chimneys were open and belching a/c from the lower floors into attic. Architect will prepare a request for additional work.

These meeting notes shall stand as submitted. Refer to Morrissey Executive Summary NO 3 and Schedule for additional information. Additions or corrections should be forwarded in writing to MMLP within a week of date of issuance.

Respectfully Submitted:



Richard R. Morse, AIA, LEED-AP
Melotte Morse Leonatti Parker, Ltd.

Attachments: none

Agenda notes August 21

1. Administrative
 - a. ICECF

- b. DCEO
 - c. Lighting Study acceptance?
 - d. Future roof repair has several implications to be discussed. Paint, repair, replication, windows, additional roof replacement (5 years maybe till needed.)
- 2.
 3. Design
 - a. Vestibule with Sherriff Sense of cost if any
 - b. North stair railing: additional or match? Pros and cons? Insurance? ADA
 4. Shop Drawings pretty much updated
 5. Allowances:
 - a. Chimney allowance?? Used up? What do we expect?
 - b. Roof repair: may be used up for ornamental trim Clarification has been issued
 - c. Design questions: Get the ornamental forms made.
 - d.
 - e. HVAC cooling: using more for the electrical
 - f. CM here last week.
 6. ACM LBP
 - a. Still discussing Attic (see below) lbp ABATEMENT METHDOLOGY CHANGED AND IT IS BEING REVIEWED. (CREDIT?)
 - b. Co for the work has been submitted at less than informally approved
 - c. Add 880 from allowance in contract
 7. Change Orders Clarifications Requests under consideration
 - a. King Lar: Pipe Insulation? MCC King Lar to review
 - i. K L notification prior to final contract, caused CM to produce, 2 of three locations.
 - ii. Nearest competitor at \$506,000.
 - iii. May 7 Issuance
 - iv. May 9 Board Action
 - v. May 14 Pre Construction
 - b. Vestibule: in process
 - i. Interior
 - ii. Exterior layout for construction purposes waiting on Swinger and MCC to confirm and submit
 - c. Attic: haven't found additional savings directly for Envirotech but have asked for Cupola stair credit steel fab and install.
 - d. Domestic H2O
 - e. Concrete removal and replacement

8-21-12

Public Building Mtg.

Kathy A. Lantz
SHELBY COUNTY CLERK

CEFS

Kevin Busker

Bids for design services, oked, file in
TMS folder

Sherrif - Chg sign at his office
to Read Sherrifs Office & Junction
Center.

Possible chg to Entrance - ~~lower~~ ^{pour}
concrete platform & Ramp against
S. Wall - The Equipment will be on
the same level as the entrance, Steps down
Ramp on south wall, Handicap ped will
be wanded oked - New machine two
bids but want to Clarify.

Construction mtg See Book, talked
about antennae - ~~2~~ ¹ ~~like~~ ~~to~~ ~~go~~ ~~to~~
them gone, Cupola needs painting, Screws for
top nice for our discussion
pressed metal needs to be replace, hand
Rail on ~~South~~ East side of N. Door/steps

148 223.22 Due - See Book ~~to~~
Details of Report - found chunks
of concrete w/ rebar lines so G/T had
to be removed - Durbin plans ~~\$~~ \$1,864.88
grant proposal delayed as you know

Hope you can read this - I not
much of a Secretary.

FILED
AUG 21 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

Contractor/Bid Documents Review Location

Contractor information and bid documents can be obtained by contacting:

Shelby County, Board Chairman
301 E Main
Shelbyville, IL 62565

shelbycc@consolidated.net
(217) 774-4421

DBE Contractor Special Provisions

This Special Provision will be used by the Shelby County (Grantor) to satisfy the requirements of the Federal Transit Administration and the Illinois Department of Transportation (Department) in regards to ensure nondiscrimination in the award and administration of this contract. The following language will be incorporated into all construction bid documents.

FEDERAL OBLIGATION. If this project includes federal financial assistance, the Grantor is required to comply with the federal regulatory provisions of 49 CFR part 26 as they apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of [49 CFR Part 26](#) & listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Grantor to satisfy state law requirements on state-funded contracts according to the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the contractor signs with a subcontractor:

The Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Contract Goal To Be Achieved By The Contractor. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has either contracting or subcontracting opportunities that may be

suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 3% of the A and E work and 5% of the construction work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Grantor will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

1. The bidder documents that enough DBE participation has been obtained to meet the goal;
or
2. The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders may consult the IL UCP DBE Directory as a reference source for DBE-Certified companies. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at www.dot.il.gov.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

1. The bidder shall submit a Disadvantaged Business Utilization Plan on forms 2025 and 2026 (attached) with the bid.
2. The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
3. The Utilization Plan shall include a DBE Participation Commitment Statement, Department from 2025 (attached), for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - A. The names and addresses of DBE firms that will participate in the contract;
 - B. A description, of the work each DBE will perform;

- C. The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- D. DBE Participation Commitment Statements, form 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- E. If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- F. If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved by the Grantor and Department and all information submitted by the bidder must be complete, accurate and adequately document the good faith efforts of the bidder before the Grantor will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Grantor and the Department if the Utilization Plan commits sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to [49 CFR Part 26](#). The Utilization Plan will not be approved by the Grantor or the Department if the Utilization Plan does not commit sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Grantor and the Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

1. The following is a list of types of action that the Grantor and Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Grantor may be relevant in appropriate cases, and will be considered by the Grantor and the Department.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit

this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- C. Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. (1). Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

(2). A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- E. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- F. Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the contract or Contractor.
- G. Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
2. If the Grantor and the Department determine that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Grantor or the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Grantor will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Grantor is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Grantor and Contractor are governed by the provisions of 49 CFR part 26.55 on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

1. DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
2. DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
3. DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
4. DBE as trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:

- A. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - B. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
5. DBE as a material supplier:
- A. 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - B. 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - C. 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Grantor is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

1. No amendment to the Utilization Plan may be made without prior written approval from the Grantor. All requests for amendment to the Utilization Plan shall be submitted to the Grantor.
2. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Grantor and/or the Department for inspection upon request.

The Grantor or Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision.

Federal Financial Assistance Agreement

Shelby County has signed the following assurances as part of its grant agreement with the Department. They shall be applicable to all FTA and State of Illinois assisted contracts and their administration, and will be incorporated into all contracts with provider agencies, contractors and subcontractors:

“Shelby County and any of its subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any U.S. DOT and Illinois Department of Transportation assisted contract. Shelby County and its subcontractors agree to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that the eligible DBEs have the maximum feasible opportunity in U.S. DOT and the Illinois Department of Transportation assisted contracts. Shelby County DBE program, if required by 49 CFR Part 26 and as approved by the U.S. DOT and the Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Shelby County and its subcontractors of their failure to carry out the approved program, U.S. DOT and the Department may impose sanctions as provided for under 49 CFR Part 26.”

Shelby County Transit Facility Improvements
Shelby County, Illinois
REQUEST FOR PROPOSALS FOR DESIGN SERVICES

General:

Shelby County will receive and evaluate design consultant proposals with statement of qualifications, relevant experience, references, availability, and project approach to program and provide final design documents for expansion of its bus facility. The consultant will perform survey, analysis, final design, and produce bid specifications and documents needed to complete the project. C.E.F.S. Economic Opportunity Corporation, operator of public transit in the county, is the lead department for the project.

The project is a state and federal ARRA funded project and shall meet all ARRA requirements and the Employment of Illinois Workers on Public Works Act (30A ILCSA 570) requirements. Proposer to review Appendix A attached.

Due Date and Time for Submission Proposals:

August 15, 2012 3:00 P.M.

Bid/Proposals must be valid for at least 90 days following the above Bid/Proposal submission date.

Submit Proposals to:

Two (2) copies of your proposal should be submitted to:

Kevin Bushur, COO
C.E.F.S. Economic Opportunity Corporation
1805 South Banker Street, P.O. Box 928
Effingham, IL 62401-0928

DBE Requirement: There is a 3% Disadvantaged Business Enterprise (DBE) requirement.

Questions: Any questions on this RFP can be directed to Kevin Bushur at 217/342-2193 ext. 117.

Late Delivery: Proposals received after the due date and time will not be considered.

Background:

In 2009 C.E.F.S. Economic Opportunity Corporation entered into a lease agreement with Shelby County Community Services for use of the facility located at 1505 W. South 1st Street in Shelbyville, IL. This location is in the southwest portion of the City of Shelbyville on the southwest corner of the intersection of Hickory Street and W. South 1st Street. The lease agreement provides for use of the facility for purposes of providing public transportation services.

This project would involve the expansion of the existing 2,880 square foot facility. C.E.F.S. estimates an additional 3,000 square feet is available based on assumed property lines for the expansion of the facility. This expanded facility will provide a sheltered and secure location to store, clean, and perform minor preventive maintenance on system vehicles as well as dispatch and administrative functions for services provided to Shelby County. Expansion would allow for additional bus storage bays for

anticipated fleet expansion. The current floor plan provides space for three medium-duty transit vehicles. Estimated future expansion would allow for storage of two additional vehicles. Expansion of interior office space will also accommodate a new transit administrative position to be housed at the facility.

Items to include on the fixed facility project include: wash bay, ADA restroom, conference room-media, small break room, widen garage doors, door access in rear side of building, paved or concrete parking lot in front and rear, ventilation system, A/C – heat (currently the office area has a window A/C unit and no A/C where vehicles are located and A/C would be needed where the media area will be.)

An environmental review conducted on the site indicated that there were no known environmental issues. Transit services cannot be disrupted during construction.

Project Scope:

Representative scope of work items includes the following, although the responsive bidder is responsible to fully include all aspects of the design requirements as part of his/her bid.

1. Review geotechnical and environmental reports
2. Survey (boundary survey is not required)
3. Facility planning and design
4. Ingress/egress design
5. Pavement design
6. Landscaping and fencing design in accordance with city/county requirements
7. Lighting design
8. Mechanical/electrical design
9. Stormwater detention and drainage design in accordance with city/county ordinances
10. Pre-final plans, specifications, and estimates
11. Final plans, specifications, and estimates
12. Contract administration services during construction

Submittal Requirements:

This is a qualification based submittal. Qualifications packages should be in an 8 1/2 x 11 (color optional) format and include the following:

1. Design consultant's approach to the work, including scope items that may not have been addressed in this Request for Proposals
2. Qualifications of the firm, including brief information of the firm's and assigned personnel's background and experience in transit projects or similar scope
3. Identification and information of any sub consultants
4. A project schedule outlining deliverables
5. A summary of similar projects along with contact information (i.e. references) for those projects
6. Firm's commitment to comply with DBE participation and role DBE firm will have in project

7. Signed Non Collusion, Anti Lobbying, Conflicts of Interest, and Eligible Bidders Certifications by both the Prime Consultant and Subconsultant. (forms attached)

Method of Evaluation:

Shelby County and C.E.F.S. Economic Opportunity Corporation shall evaluate the proposals received using a weighted scorecard system. If requested, qualified firms may be asked to make an oral presentation in front of a selection committee as part of the evaluation process. Each proposal will be reviewed based on the criteria stated above including:

- Successful experiences with similar projects 30 points
- Approach 30 points
- References 20 points
- Experience and expertise of key personnel 20 points

Total: **100 points**

Shelby County and C.E.F.S. Economic Opportunity Corporation have the right to accept any proposal/bids or any part or parts thereof or to reject any and all proposals/bids. We also reserve the right to negotiate the price of the contract.

Protests

If you object to any provision of the solicitation, believe we improperly rejected your offer, or believe the selected offer is not in the State's best interests, you may submit a written protest. We must actually receive the protest within seven (7) calendar days after you know or should have known of the facts giving rise to the protest. We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.

Submit all protests to:

Kevin Bushur, COO
C.E.F.S. Economic Opportunity Corporation
1805 South Banker Street, P.O. Box 928
Effingham, IL 62401-0928

Other Requirements/Information

The contractor will be required to comply with all applicable Equal Opportunity Laws and Regulations

Funding for this project is provided by the American Recovery and Reinvestment Act (ARRA) and the Illinois Department of Transportation –Division of Public and Intermodal Transportation. The project shall meet all ARRA requirements and the Employment of Illinois Workers on Public Works Act (30A ILCSA 570) requirements. Proposer to review Appendix A, B and Attachments 2, 3,4, 5 and 6 attached.

Any contract resulting from these bids is subject to the financial assistance contracts between Shelby County and the Illinois Department of Transportation and the United States Department of Transportation.

Thank you for your interest in this project.

Shelby County Fixed Facility Submitted Requirements

Bidder	DBE		Conflict of Interest		Eligible Bidder Certifications	
	Participant	Non-Collusion	Anti-Lobbying	Interest	Prime Consultants	Sub Consultants
MSA Professional Services	Yes	Yes	Yes	Yes	MSA Professional Services	Massie Massie & Associates
Farnsworth Group, Inc.	Yes	Yes	Not over \$100,000	Yes	Farnsworth Group, Inc.	Kaskaskia Engineering Group, LLC
ESI Consultants, Ltd.	Yes	Yes	Yes	Yes	ESI Consultants, Ltd.	Furhmann Engineering Inc.
Melotte Morse Leonatti Parker, Ltd.	Yes	Yes	Yes	Yes	Melotte Morse Leonatti Parker, Ltd.	Vasconcelles Engineering Engineers, Inc. Hurst Roche Engineers, Inc.
Gorski Reifsteck Architects	Yes	Yes	Yes	Yes	Gorski Reifsteck Architects	GHR Engineers & Associates, Inc. Coombe-Bloxdorf, P.C.

MSA Professional Services
 Contact: Eric Peterson
 201 W. Springfield, Suite 400
 Champaign, IL 61820
 Phone: (217) 352-6976 (877) 352-0081
 Fax: (217) 356-0570
 www.msa-ps.com

Melotte Morse Leonatti Parker, Ltd.
 Analytical Design Group
 Architects and Environmental Consultants
 Springfield, IL
 www.mmpltd.com

Farnsworth Group, Inc.
 Contact: Richard J. McPhee
 1819 S. Neil Street, Suite F
 Champaign, IL 61820
 Phone: (217) 352-7408
 Fax: (217) 352-7409
 www.f-w.com

Gorski Reifsteck Architects
 Contact: Charles R. Reifsteck
 909 Arrow Road
 Champaign, IL 61820
 Phone: (217) 351-4100
 Fax: (217) 351-4111
 www.gr-arch.com

ESI Consultants, Ltd.
 Contact: Dave Clark
 753 Windsor Road
 Charleston, IL 61920
 Phone: (217) 348-1900
 Fax: (217) 348-1903
 www.esitld.com

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Shelby County
Architect Bid Evaluation Tool

21-Aug-12

Date

	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
	MSA	Farnsworth	ESI	MMLP	Gorski Reifsteck

Factors:

Successful experience with similar projects

1. Did the bidder provide a summary of similar projects and experience?
2. Did the bidder provide architectural services on similar projects?
3. Did the bidder provide design services on similar projects?
4. Did the bidder provide construction administration and management on similar projects?
5. Did the bidder provide experience working on IDOT projects?

Points

(30 pts.)

0-6	6	6	3	6	6
0-6	6	6	6	6	6
0-6	6	6	6	6	6
0-6	6	6	6	6	6
0-6	6	0	6	6	6

Approach

(30 pts.)

1. Review geotechnical and environmental reports
2. Survey (boundary survey is not required)
3. Facility planning and design
4. Ingress/egress design
5. Pavement design
6. Landscaping and fencing design in accordance with city/county requirements
7. Lighting design
8. Mechanical/electrical design
9. Stormwater detention and drainage design in accordance with city/county ordinances
10. Pre-final plans, specifications and cost estimates
11. Final plans, specifications and cost estimates
12. Contract administration services during construction
13. Meet DBE (Disadvantaged Business Enterprise) requirements

0-1	0	0	1	1	0
0-1	0	1	1	0	1
0-4	4	4	4	4	4
0-1	0	0	1	0	0
0-1	0	0	1	0	0
0-1	1	0	1	0	0
0-2	0	2	2	0	0
0-2	2	2	2	2	2
0-2	0	0	2	2	0
0-4	4	4	4	4	4
0-4	4	4	4	4	4
0-4	4	4	4	4	4
0-3	3	3	3	3	3

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Shelby County

Architect Bid Evaluation Tool

21-Aug-12

		Date				
		Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
		MSA	Farnsworth	ESI	MMLP	Gorski Reifsteck

References

Project 1

(20 pts.)

1. Did you work with architectural firm?
2. Did the architectural firm understand and design a facility that fits with the vision you described?
3. Was the project completed on time?
4. Was the project completed within budget?
5. Did the project include DBE requirements? If so, did they meet all DBE requirements?
6. Do you think the architectural firm understood the jurisdiction's building code and other regulatory requirements? If not, explain why you think so.
7. How would you evaluate the architectural firm's communication skills with you, with city/county reps. and with other project team members?
8. Would you use this architectural firm to design another project? Why or why not?

Walter Alexander Alexander Lumber	Chuck Pittman Morton Building	Charles Castle Neoga CUSD #3	Paul Marien Macon County, IL	Brian Diskin Iron Workers Local 380
1.25	1.25	1.25	1.25	1.25
1.25	1.25	1.25	1.25	1.25
1.25	1.25	1.25	0	1.25
0	1.25	1.25	1.25	1.25
0 No DBE	0 No DBE	0 No DBE	0 No DBE	0 No DBE
0.75 Yes-missed fire wall code	1.25	1.25	0 Misunderstanding electrically and oil separating system	1.25
1.25	1.25	1.25	1.25	1.25
1.25	1.25	1.25	1.25	1.25

2-∞

Shelby County
Architect Bid Evaluation Tool

21-Aug-12

Bidder #1		Bidder #2		Bidder #3		Bidder #4		Bidder #5	
MSA		Farnsworth		ESI		MMLP		Gorski Reifsteck	

Date

References

Project 2

9. Did you work with architectural firm? 0-1.25
10. Did the architectural firm understand and design a facility that fits with the vision you described? 0-1.25
11. Was the project completed on time? 0-1.25
12. Was the project completed within budget? 0-1.25
13. Did the project include DBE requirements? If so, did they meet all DBE requirements? 0-1.25
14. Do you think the architectural firm understood the jurisdiction's building code and other regulatory requirements? If not, explain why you think so. 0-1.25
15. How would you evaluate the architectural firm's communication skills with you, with city/county reps. and with other project team members? 0-1.25
16. Would you use this architectural firm to design another project? Why or why not? 0-1.25

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Experience and expertise of key personnel (20 pts.)

1. Qualifications of the firm, including brief information of the firm 0-8
2. Assigned personnel's background and experience in transit projects or similar scope 0-8
3. Identification and information of any sub consultants 0-4

Alan Reinhart Champaign County	Kip Spear City of Kewanee	John Begue Capital Development Board & Dept. of Military Affairs	Phillip Mueller IL Municipal Electric	Thomas Adams Board of Certified Safety Prof.
1.25	1.25	1.25	1.25	1.25
1.25	1.25	1.25	1.25	1.25
1.25	1.25	1.25	1.25	1.25
1.25	1.25	1.25	1.25	1.25
0	0	0	0	0
No DBE	No DBE	No DBE	No DBE	No DBE
1.25	1.25	1.25	1.25	1.25
1.25	1.25	1.25	1.25	1.25
1.25	1.25	1.25	1.25	1.25

8	8	8	8	8
8	8	8	8	8
4	4	4	4	4

Total Points

87.75 85.50 94.50 89.00 89.50

Cheney

Method of Evaluation:

Shelby County and C.E.F.S. Economic Opportunity Corporation shall evaluate the proposals received using a weighted scorecard system. If requested, qualified firms may be asked to make an oral presentation in front of a selection committee as part of the evaluation process. Each proposal will be reviewed based on the criteria stated above including:

- Successful experiences with similar projects 30 points
- Approach 30 points
- References 20 points
- Experience and expertise of key personnel 20 points

Total: 100 points

Successful experiences with similar projects 30 points

A summary of similar projects: 6 points per question

1. Did bidder provide a summary of similar projects and experience?
2. Did the bidder provide architectural services on similar projects?
3. Did the bidder provide design services on similar projects?
4. Did the bidder provide construction administration and management on similar projects?
5. Did the bidder provide experience working on IDOT projects?

Approach 30 points

Design consultant's approach to the work:

1. Review geotechnical and environmental reports (1 points)
2. Survey (boundary survey is not required) (1 points)
3. Facility planning and design (4 points)
4. Ingress/egress design (1 points)
5. Pavement design (1 points)
6. Landscaping and fencing design in accordance with city/county requirements (1 points)
7. Lighting design (2 points)
8. Mechanical/electrical design (2 points)
9. Stormwater detention and drainage design in accordance with city/county ordinances (2 points)
10. Pre-final plans, specifications, and cost estimates (4 points)
11. Final plans, specifications, and cost estimates (4 points)
12. Contract administration services during construction (4 points)
13. Meet DBE requirements (3 points)

References

20 points

Contact the references provided, and ask the following questions about the similar project: Each question is worth 1.25 points.

Project 1

1. Did you work with architectural firm?
2. Did the architectural firm understand and design a facility that fits with the vision you described?
3. Was the project completed on time?
4. Was the project completed within budget?
5. Did the project include DBE (Disadvantaged Business Enterprise) requirements? If so, did they meet all DBE requirements?
6. Do you think the architectural firm understood the jurisdiction's building code and other regulatory requirements? If not, explain why you think so.
7. How would you evaluate the architectural firm's communication skills with you, with city/county representatives, and with other project team members?
8. Would you use this architectural firm to design another project? Why or why not?

Project 2

9. Did you work with architectural firm?
10. Did the architectural firm understand and design a facility that fits with the vision you described?
11. Was the project completed on time?
12. Was the project completed within budget?
13. Did the project include DBE (Disadvantaged Business Enterprise) requirements? If so, did they meet all DBE requirements?
14. Do you think the architectural firm understood the jurisdiction's building code and other regulatory requirements? If not, explain why you think so.
15. How would you evaluate the architectural firm's communication skills with you, with city/county representatives, and with other project team members?
16. Would you use this architectural firm to design another project? Why or why not?

Experience and expertise of key personnel

20 points

1. Qualifications of the firm, including brief information of the firm's (8 points)
2. Assigned personnel's background and (8 points)
experience in transit projects or similar scope
3. Identification and information of any sub consultants (4 points)

FILED
AUG 20 2012

8/20/12

LEGISLATIVE COMMITTEE

Kathryn A. Lentz
SHELBY COUNTY CLERK

CALL TO ORDER 9:00 AM

MEMBER PRESENT JOE SIMS, BARB BENNETT
GARY GREGENT.

THE COMMITTEE DISCUSSED THE SHELBY COUNTY ETHICS
ORDINANCE AND THE IMPLEMENTATION OF THE ORDINANCE.
THE CHAIRMAN WILL NEED TO APPOINT AN EMPLOYEE OR
OFFICER IN THE COURTHOUSE AS ETHICS ADVISOR. THE
COMMITTEE SUGGESTED THE ASSISTANT STATES ATTORNEY.
THE CHAIRMAN WILL ALSO NEED TO APPOINT AN ETHICS
COMMITTEE OUTSIDE OF THE COURTHOUSE. THE COMMITTEE
SUGGESTS THAT ONE SHOULD BE A LAWYER AND THE
OTHER REPRESENT OTHER PARTS OF THE COUNTY.

THE COMMITTEE ALSO REVIEWED THE COMMITTEE
STRUCTURE AND THE COMMITTEE STRUCTURE OF
JACKSON COUNTY. THE COMMITTEE WILL GATHER MORE
INFORMATION AND TRY TO COME UP WITH A RECOMMENDATION
TO THE FULL BOARD.

THE COMMITTEE ALSO DISCUSSED HAVING A PRAYER
BEFORE THE MEETING. THE COMMITTEE WILL CONTINUE
TO STUDY THIS ISSUE.

COMMITTEE ADJOURNS AT 10:30
222

ROB ANGLING.

Budget Committee - Aug 14, 2012

Attendees: Larry Levy, Dave Britt, Jim Warren,
Kay Kearney, Barb Bennett, Rob Amling,
Don Strohl, Bruce Cannon.

See attached for Levy changes

FILED

AUG 14 2012

Kathy A. Lentz
SHELBY COUNTY CLERK

PROPOSED COUNTY LEVY FY 2012 – 2013

Estimated EAV \$336,791,835.00 (increase of \$16,187,886.00 over last year's FINAL EAV \$320,603,949.00)

Tax Rate Limit *

<u>RATE</u>	<u>LEVY</u>		<u>LEVIED</u>
.44710	Corporate	1,498,796	\$1,505,796.00 (overruns project, raises)
.1930	I. M. R. F.	500,000	650,000.00 (raises, no surplus to use)
?	County Highway	314,785	???
?	County Bridge	140,541	???
.1500*	Mental Health	505,188	498,870.00 (is less than the agreed max .15, you need to talk to Dick)
	<i>charge</i>		
.0500*	Federal Aid Matching		168,396.00 (must maintain)
?	County Health	314,785	???
.03415	Liability		115,000.00 (no surplus to use)
.08760	Social Security		295,000.00 (no surplus to use)
.02178	Cooperative Extension		73,333.00
.01544	Unemployment		52,000.00 (no surplus to use)
.02524	Workman's Compensation		85,000.00 (no surplus to use)
?	Airport	41,550	???
?	Target	\$4,105,055.00	

Estimated EAV \$255,656,605.00

.02230	Ambulance	50,000	\$ 57,000.00 (overruns were \$6650)
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FILED
AUG 14 2012

Kathy A. Lentz
SHELBY COUNTY CLERK

Kathy A. Lantz

Shelby County Clerk & Recorder
301 E. Main
P. O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421
Fax:
217/774-5291

Date: August 21, 2012

To: Shelby County Board
C/o Bruce Cannon, Chairman
PO Box 230
Shelbyville, IL 62565

Re: **Shelby County Recorder's Social Security Number Redaction Policy**

Pursuant to the Counties Code 55 ILCS 5/3-5047, the Shelby County Recorder adopts and implements the following policy as it relates to the redaction of Social Security numbers:

As of August 20, 2012, the Shelby County Recorder's Office has redacted social security numbers from all records displayed on any internet website maintained by the Recorder and used to display public records. Social security numbers are manually redacted and verified by the Recorder.

Disclaimer:

The Shelby County Recorder shall not be liable for any claims from unintentional or inadvertent violations of said code.

Respectfully submitted,



Kathy A. Lantz
Shelby County Recorder

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

IN THE MATTER OF)
UNION DRAINAGE DISTRICT NO. 1 OF)
PICKAWAY AND TODDS POINT TOWNSHIPS,)
SHELBY COUNTY, ILLINOIS)

ORDER OF APPOINTMENT

This cause coming on to be heard for the annual appointment of commissioner, and it appearing that the term of Richard Harley will expire of the first Tuesday of September, ~~19~~ 2012 and there now/will exist a vacancy in the office of one commissioner of said District; and it further appearing that the said Richard Harley is qualified to act as such commissioner and is willing to accept such appointment and has heretofore tendered his oath and bond in the penal sum of ONE HUNDRED DOLLARS (\$100.00);

NOW, THEREFORE, IT IS ORDERED that Richard Harley is hereby appointed to serve as commissioner for said district for a 3-year period, the said term ending the first Tuesday of September, ~~19~~ 2015, or until his successor has been appointed or otherwise qualified to act.

IT IS FURTHER ORDERED that the oath and bond heretofore tendered by _____ are hereby approved.

PASSED this 12th day of September ~~19~~ 2012

Chairman, Shelby County Board

ATTEST:

Shelby County Clerk

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

IN THE MATTER OF)
UNION DRAINAGE DISTRICT NO. 1)
PICKAWAY AND TODDS POINT TOWNSHIPS)
SHELBY COUNTY, ILLINOIS)

BOND

We, Richard Harley as principal, and Robert Bridgman and Lance Beery as sureties, of the county(s) of Shelby, State of Illinois, are held and firmly bound unto the People of the State of Illinois, in the penal sum of ONE HUNDRED DOLLARS (\$100.00), for the payment of which, will and truly to be made, we bind ourselves, and each of us, our heirs, executors and administrators, and each of them, jointly, severally and firmly by these presents on Sept. 4, 2011

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the said Richard Harley has been duly appointed commissioner for a term of three (3) years in and for the Union Drainage District No. 1, Pickaway and Todds Point Townships, Shelby County;

NOW, THEREFORE, if the said Richard Harley shall justly and fairly account for and pay over all moneys that may come into his hands, by virtue of his said office, and shall well and truly perform all and every act and duty enjoined upon him by the laws of this State, to be best of his skill and ability, then this obligation to be void, otherwise to remain in full force and virtue.

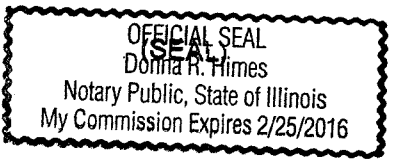
[REDACTED SIGNATURE]

STATE OF ILLINOIS)
COUNTY OF Shelby) ss.

I, Donna R. Himes, a Notary Public in and for said county, hereby certify that Richard Harley, Lance C. Beery, and Robert Bridgman known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledge that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes as therein set forth.

Dated this 4 day of September 2011

[REDACTED SIGNATURE]
Notary Public



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

IN THE MATTER OF)
UNION DRAINAGE DISTRICT NO. 1 OF)
PICKAWAY AND TODDS POINT TOWNSHIPS,)
SHELBY COUNTY, ILLINOIS)

OATH

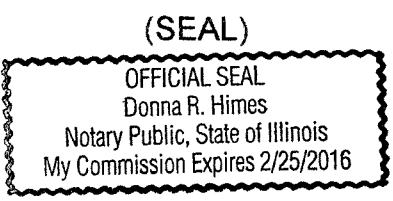
STATE OF ILLINOIS)
COUNTY OF Shelby) ss.

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of DRAINAGE COMMISSIONER in and for the UNION DRAINAGE DISTRICT NO. 1, OF THE TOWNSHIPS OF PICKAWAY AND TODDS POINT, SHELBY COUNTY, ILLINOIS, according to the best of my ability.


(signature)

SIGNED AND SWORN TO BEFORE ME this 4 day of September
18 2012


Notary Public



Shelby County Treasurer
 Monthly Report of Investments
 1-Sep-12
 Bank Balance: \$16,293,475.65

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$	639,691.70	MMD		
\$	2,024,217.88	MMD	General Fund	\$ 2,000.00
\$	-			
\$	-		County Payroll Clearing	\$ 33,898.73
\$	-			
\$	-		Section 105 Claims	\$ 2,000.00
\$	-			
\$	166,568.81	PB	County Health Fund	\$ -
\$	125,899.04	CD		
\$	18,968.01	MMD	County Health-TB	\$ -
\$	37,670.55	MMD		
\$	42,353.45	MMD	Animal Control Fund	\$ -
\$	23,450.38	MMD		
\$	106,427.63	PB	Ambulance Fund	\$ -
\$	152,427.50	MMD		
\$	1,198,256.07	MMD	Mental Health Fund	\$ -
\$	-			
\$	1,593,506.24	PB	IMRF Fund	\$ -
\$	-			
\$	326,240.94	PB	Social Security Fund	\$ -
\$	54,603.67	CD & MMD		
\$	37,314.12	PB	Indemnity Fund	\$ -
\$	-			
\$	2,233.29	PB	Court Security Fund	\$ -
\$	-			
\$	268,819.22	MMD	County Bridge Fund	\$ -
\$	-			
\$	278,165.47	PB	County Highway Fund	\$ -
\$	-			
\$	121,593.27	MMD	FASM Fund	\$ -
\$	-			
\$	300,657.66	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	8,061.38	PB	Tourism Fund	\$ -
\$	97,349.60	CD & MMD		
\$	258,295.97	PB	Probation Fund	\$ -
\$	55,000.00	CD & MMD		
\$	54,314.97	PB	Assist Court Fund	\$ -
\$	-			
\$	4,009.11	PB	Law Library Fund	\$ -
\$	-			
\$	86,764.29	PB	Automation Fund	\$ -
\$	-			
\$	116,197.53	PB	Recording Fund	\$ -
\$	-			
\$	10,394.08	PB	Drug Traffic Fund	\$ -
\$	-	CD		
\$	60,406.45	MMD	Airport Fund	\$ 24,971.53
\$	242,251.96	CD & MMD		
\$	631,416.37	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 13,421.44
\$	-			
\$	108,360.09	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 28,584.06
\$	-			
\$	-		Township Construction Fund	\$ 369.13

\$	293,129.92	MMD		\$	
\$	530,529.81	MMD	Township Motor Fuel Tax	\$	-
\$	-				
\$	1,149.17	PB	Estate Tax Fund	\$	-
\$	-				
\$	276,144.55	PB	Minor Unknown Heirs Fund	\$	-
\$	-				
\$	4,314.19	PB	Probation Drug Testing	\$	-
\$	42,384.49	MMD			
\$	181,088.02	PB	Drainage Fund	\$	2,000.00
\$	-				
\$	40,476.69	PB	Document Storage Fund	\$	-
\$	82,076.39	MMD			
\$	46,903.30	PB	Misc County Health Fund	\$	-
\$	26,972.12	MMD			
\$	5,576.84	PB	Litigation Fund	\$	-
\$	208,399.30	CD			
\$	204,943.44	PB	Revolving Loan Fund	\$	-
\$	-				
\$	13,187.82	PB	Victim Impact Panel Fund	\$	-
\$	-				
\$	770.75	PB	States Attorney Forf Fund	\$	-
\$	-				
\$	8,612.67	PB	Rescue Squad Fund	\$	-
\$	-				
\$	18,062.23	PB	DUI Equipment Fund	\$	-
\$	-				
\$	192,360.95	PB	GIS Fund	\$	-
\$	-	CD			
\$	102,485.45	PB	Capital Improvement Fund	\$	1,033,048.66
\$	-				
\$	-		Pet Population	\$	13,222.81
\$	-				
\$	-	MMD	EMA Special Fund	\$	65,865.90
\$	-				
\$	-		County Health Petty Cash	\$	135.64
\$	-				
\$	-		Probation Petty Cash	\$	50.00
\$	-				
\$	-		County Treasurer Cash	\$	5,000.00
\$	-				
				\$	12,756,022.70

County Collector Accounts

Shelby County State Bank-Checking	\$	200.00
Busey Bank-Checking	\$	200.00
National Bank at Pana	\$	5,693.19
First National Bank of Assumption	\$	17,356.15
Community Banks of Shelby County-Cowden	\$	63,875.38
Shelby County State Bank-Strasburg	\$	44,365.01
First Federal Savings & Loan-Shelbyville	\$	28,026.37
Busey Bank-Real Estate Tax Trust Account	\$	4,420.38
Shelby County State Bank-Shelbyville-Money Market	\$	742,119.84
Busey Bank-Money Market	\$	2,055,068.87
Ayars State Bank-Moweaqua	\$	144,059.81
Shelby County State Bank-Findlay	\$	96,758.58
First National Bank of Pana	\$	48,780.21
Peoples Bank of Pana	\$	31,972.02
Prairie National	\$	52,875.83
Shelby County State Bank-Windsor Branch	\$	74,434.73
Dewitt Federal Savings & Loan-Moweaqua	\$	40,160.06
Sigel Community Bank	\$	35,445.01
Shelby County State Bank-Moweaqua	\$	8,665.61
Illinois Epay	\$	42,975.90
	\$	3,537,452.95

CERTIFICATE OF DEPOSITS
September 1, 2012

General Fund(001) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>639,691.70</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>37,670.55</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>23,450.38</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>152,427.50</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>9,603.67</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>97,349.60</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>117,251.96</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>293,129.92</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.20% Interest	\$ <u>82,076.39</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 1/27/2013	
.25% Interest	\$ <u>125,899.04</u>

CERTIFICATE OF DEPOSITS
September 1, 2012

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 2/8/2013 .30% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 10/16/2012 .40% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 2/14/2013 .40% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .10% Interest	\$ <u>208,399.30</u>
Airport(022)	\$ <u>-</u>
 TOTAL	\$ <u>2,011,950.01</u>