

February 6, 2008

**SHELBY COUNTY BOARD MEETING AGENDA**

**February 13, 2008 – 9:00 A. M. in Courtroom B**

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Chairman Frazier – Appointment of Fred Doerner to County Board District 11 Vacancy
5. M, Y, B & K CPA's Auditor Robin Yockey – Audited Financial Report 8/31/2007
6. Jyl Fathauer – Request to Amend 2008-2009 Budget
7. Lincoln Heritage, Inc. Member Whit Hardy – Lincoln Thorton Statuary Security Camera Quote
8. Housing Authority Director Brett Koehler – Windsor Homes Housing Project
9. County Farm Committee Chair Robert Jordan – Farm Lease Agreement
10. County Highway Engineer Alan Spesard – Highway Engineer's Report
11. Chuck Stanley – Zoning Report
12. Committee Reports
13. Chairman Frazier Updates
14. Chairman Frazier Appointments
15. Correspondence
16. Public Body Comment
17. Adjournment

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

Agenda amended during board meeting to include discussion of proposed bylaws for the Shelby County Economic Development Corporation

**SHELBY COUNTY BOARD MEETING**

**February 13, 2008 – 9:00 A.M.**

The Shelby County Board met on Wednesday, February 13, 2008 at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Board Chairman George Frazier called the meeting to order and all present recited the Pledge of Allegiance.

The Clerk called the roll. Lloyd Spencer was absent.

Minutes of the January 7 Budget and January 9, 2008 Board meetings were presented for approval.

MOTION: Norma Stewart made motion to approve the Minutes of the January 7 Budget and January 9, 2008 Board meeting as presented.

Glenn R. "Dick" Clark seconded the motion.

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

Chairman Frazier appointed Fredrick E. Doerner to serve the unexpired term of Robert Connelly who recently resigned from the Board. Mr. Doerner took the Oath of Office administered by County Clerk Kathy Lantz and was seated.

Robin Yockey, Certified Public Accountant and partner of the firm Mose, Yockey, Brown and Kull, LLC, addressed the Board to present the County's audit report for the fiscal year (FY) ending August 31, 2007. Mrs. Yockey explained there were three components of the audit 1) the financial, 2) internal controls and 3) federal compliance. Each component of the audit requires an opinion that is noted in the audit. Drawing the Board's attention to the management discussion and analysis reports, Mrs. Yockey stated that Shelby County's financial highlights were the County's management report of items felt significant to include. The highlights are as follows:

- Shelby County paid the final settlements totaling \$1,939,673.00, to Reliant Energy and Holland Energy as determined by the litigation settlement agreements.
- Renovations to Courtroom A totaled approximately \$138,000 net of insurance reimbursement. The balance was funded by fees collected in the Fees to Assist Court Special Revenue Fund.
- Airport renovations, totaling approximately \$1,016,000.00, were finished. This included \$965,529.00 federal funds and \$30,075.00 state funds.
- A decrease in assessed valuation caused a decline in property tax receipts in the General Fund of approximately 16%. This decrease in valuation is attributed to farm ground devaluation, increased exemptions and the reduced power plant assessed valuation.
- The General Fund's operating expenses excluding debt service and capital outlay decreased from FY 06 (\$3,442,982.00) to FY 07 (\$3,407,652.00).

Fund Financial Statements provide an entity wide look at the county's finances but provide detail of the County's General Fund and major Special Revenue Funds. Mrs. Yockey stated that assets increased from FY 06 to FY 07 with the biggest increase in cash and investments of \$545,000.00. Overall revenues received decreased 4%, property taxes decreased 16% and the County's share of state sales tax and income tax increased 5% and 10% respectively with investment earnings decreasing 17%. Mrs. Yockey noted overall expenditures disbursed decreased 5%. Operating expenditures decreased between FY 06 and FY 07 by \$35,000.00 that reflected financial discipline on the part of the County Board and office holders. Capital assets reflected a significant increase for airport improvements. Continuing with the audit report, Mrs. Yockey informed the Board that the County wide long term debt was an amazing \$122,000.00, stating that this was fantastic and a very low amount of debt. Also of merit, it was noted that none of the major funds had expenditures in excess of budgeted amounts. Discussion followed. Chairman Frazier thanked Mrs. Yockey for the hard work done to complete the audit. The department heads and employees were thanked for their diligence in keeping expenses down.

At this time, Probation Officer Jyl Fathauer returned to address the Board regarding the recently funded State of Illinois merit raise for Probation Officers. Mrs. Fathauer asked the Board to amend her budget to reflect the merit raise of \$1,222.00.

MOTION: Barbara Bennett made motion to approve the merit raise of \$1,222.00 for Probation Officer Jyl Fathauer as presented.  
Robin Robertson seconded the motion.

Answering a question from the Board, Mrs. Fathauer stated that the merit raise amendment approved by the Board previously was for the Assistant Probation Officer Heather Wooters. Chairman Frazier called for the vote.

VOTE: Roll Call Vote  
Aye: Amling, Bennett, Clark, Doerner, Durbin, Hayden, Jordan, Reynolds, Robertson, Roessler, Sims, Stewart, Storm, Warren  
Nay: Barr, Behl, Hoene, Lenz, May, Pauley,  
Not Voting: Frazier  
Absent: Spencer  
Motion Carried

**Shelby County Board Meeting**  
**February 13, 2008**

Whitney Hardy, a member of the Shelby County Lincoln Heritage, Inc., requested the Board consider funding a wireless security camera for the proposed Lincoln Thorton Statuary when placed on the south side of the Courthouse. Two quotes were provided in the amounts of \$2,067.98 and \$6,199.95. Chairman Frazier referred the matter over to the Law Enforcement Committee for study and recommendation.

Brett Koehler, Director of the Shelby County Housing Authority, requested the Board extend the Housing Authority pilot Agreement for Payment in Lieu of Taxes to include the Windsor Housing Project.

MOTION: Glenn R. "Dick" Clark made motion to approve extending the Housing Authority Agreement for Payment in Lieu of Taxes to the Windsor Housing Project as presented.  
Ken Barr seconded the motion.

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

At this time, Chairman Frazier requested a motion to amend the agenda to allow discussion of proposed bylaws for the Shelby County Economic Development Corporation.

MOTION: Robert Amling made motion to amend the agenda for the above stated topic as presented.  
Barbara Bennett seconded the motion.

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

Chairman Frazier introduced Dave Young, a member of the group promoting a county wide development corporation. Mr. Young highlighted the Shelby County Economic Development Corporation's proposed bylaws. The County would be the sponsoring agent for the group. As sponsoring agent the County's insurance would cover the activities of the group at no additional cost to the County. Discussion followed.

MOTION: Robin Robertson made motion to approve the bylaws for the Shelby County Economic Development Corporation as presented.  
Jim Warren seconded the motion.

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

County Farm Committee Chairman Robert Jordan addressed the Board and presented the revised County Farm Lease Agreement between the County and farm tenant, Jim Hampton. Mr. Jordan stated that the Committee and Mr. Hampton have agreed to a one year lease with rent increasing to \$140.00 per acre from the previous rent of \$120.00 per acre.

MOTION: Floyd Storm made motion to approve the County Farm Lease Agreement as presented.  
Richard Hayden seconded the motion.

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

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard presented for approval the Local Agency Agreement for Federal Participation between the State and Shelby County for funding to replace Bridge (#087-3080) in Rural Township. Estimated cost is \$302,000.00. Cost share is 80% Federal, 16% State and 4% shared equally between the County and Township.

MOTION: John "Jack" Roessler made motion to approve the Local Agency Agreement between the State and County for funding of the Rural Township Bridge (#087-3080) Project as presented.  
Paul Hoene seconded the motion.

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

Mr. Spesard presented a Resolution awarding the contract for 30,000 gallons of HFE 300 to be used in the production of cold mix to Howell Paving, low bidder, for \$1.61 per gallon.

MOTION: Glenn R. "Dick" Clark made motion to approve the Resolution to award the low bid contract to Howell Paving for HFE 300 as presented.  
Richard Reynolds seconded the motion.

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

Mr. Spesard presented a Resolution that the County Board concurs in the acceptance of donation totaling \$14,000 to be used to purchase road material for the purpose of maintaining Shelby County Highway 6 for one year beginning January 31, 2008 from Brush Creek Quarry.

MOTION: Norma Stewart motion to approve the Resolution to accept a donation of \$14,000 of road material from Brush Creek Quarry for maintenance of Shelby County Highway 6 for 1 year.  
Floyd Storm seconded the motion.

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

**Shelby County Board Meeting**  
**February 13, 2008**

Mr. Spesard requested approval for a 50/50 Petition to replace Bridge #3360 over the unnamed tributary where the same is crossed by highway TR146 at a point near the SW ¼, NE ¼, Section 17, T9N, R3E in Dry Point Township. Estimated cost to replace is \$8,000.00.

MOTION: Ken Barr made motion to approve the 50/50 Petition to replace Bridge #3360 in Dry Point Township as presented at an estimated cost of \$8,000.00.

Barbara Bennett seconded the motion.

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

Mr. Spesard requested approval for a 50/50 Petition to replace a box culvert over the unnamed tributary where the same is crossed by highway TR89 at a point near the SE ¼, SE ¼, Section 14, T12N, R3E in Rural Township. Estimated cost to replace is \$6,000.00.

MOTION: John "Jack" Roessler made motion to approve the 50/50 Petition to replace a box culvert in Rural Township as presented at an estimated cost of \$6,000.00.

Robert Jordan seconded the motion.

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

Mr. Spesard requested approval for a 50/50 Petition to replace a culvert over the unnamed tributary where the same is crossed by highway TR112 at a point near the NE ¼, SE ¼, Section 2, T9N, R2E in Herrick Township. Estimated cost to replace is \$1,300.00.

MOTION: Ken Barr made motion to approve the Petition to replace a culvert in Herrick Township as presented at an estimated cost of \$1,300.00.

Larry Lenz seconded the motion.

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

Ending his report, Mr. Spesard gave the Board some highlights and updates on the work in the County Highway Department.

Zoning Administrator Chuck Stanley updated the Board on the activities of the Zoning Department. Mr. Stanley highlighted the Zoning monthly report. Discussion followed. Mr. Stanley thanked the Board for the help they have provided him.

At this time, a letter received by the Board from Michael and Laura Beardsley was discussed. The Beardsley's expressed their concern over taxation of manufactured homes not erected on permanent foundations. The Beardsley's would like to see the zoning ordinance amended to not permit such. Discussion followed. Mr. Stanley and the Zoning Committees are to research and make a recommendation to the Board.

Chairman Frazier called for Committee Reports.

Ralph May, Chairman of Public Buildings Committee, stated that the Committee has received two bids for the Courthouse stucco repair. Sheriff Miller explained some of the repair issues repairing the stucco. The Committee and Sheriff Miller will continue to meet, research the project and make a presentation to the Board.

Floyd Storm, Chairman of the Law Enforcement Committee, presented the 2008 Law Enforcement Services Cooperative Agreement between the U. S. Army Corps of Engineers and Shelby County Sheriff's Department for Lake Shelbyville. The agreement is recommended for approval by the Law Enforcement Committee. Sheriff Miller explained the agreement terms and formula by which the \$18,603.23 fee was derived from. Discussion followed.

MOTION: Glenn R. "Dick" Clark made motion to approve the 2008 Law Enforcement Services Cooperative Agreement between the U. S. Army Corps of Engineers and Shelby County Sheriff's Department for Lake Shelbyville as presented.

Richard Reynolds seconded the motion.

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

Ending his report, Sheriff Miller updated the Board on two squad car purchases made recently, the retirement of Deputy Dean Burrus and of a very generous anonymous donation that will provide for the purchase and installation of security cameras in the jail. Courthouse security was discussed and Robin Robertson volunteered to research. Sheriff Miller stated that the 9-1-1 research continues.

There were no appointments for Chairman Frazier to request.

**Shelby County Board Meeting**  
**February 13, 2008**

Chairman Frazier updated the Board on recently received Freedom of Information requests, the recent Treasurer's tax sale and City of Shelbyville TIF district. Discussion followed. A correspondence was received from the Shelby County Soil and Water Conservation District (SWCSD). The SWCSD asks the Board's consideration of their financial assistance request. Currently, no funds are budgeted for this request.


At this time, Chairman Frazier called for Public Body Comment.

Steve Melega, Health Department Administrator, stated that this is the Health Department's 60<sup>th</sup> Anniversary. Chairman Frazier requested that Roger Pauley and Robert Amling speak to Pana City Clerk Terry Klein regarding the Lake Pana Annexation into the City of Pana.

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

MOTION: Glenn R. "Dick" Clark made motion to assess mileage and per Diem for the February meetings, to pay the bills and payroll as approved by the Committees and adjourn until the next regular meeting to be held on March 12, 2008.  
Norma Stewart seconded the motion.

VOTE: All voted aye by voice, motion carried and the meeting was adjourned at 10:55 A.M.

  
Kathy A. Lantz  
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

February 13, 2008 SESSION

		ROLL CALL			QUESTIONS									
		MILEAGE	2/13/2008	1/2008	ON MOTIONS TO Amend Resolution	ON MOTIONS TO Amend Resolution	ON MOTIONS TO Amend Resolution	ON MOTIONS TO Amend Resolution	ON MOTIONS TO Amend Resolution	ON MOTIONS TO Amend Resolution	ON MOTIONS TO Amend Resolution	ON MOTIONS TO Amend Resolution	ON MOTIONS TO Amend Resolution	ON MOTIONS TO Amend Resolution
COUNTY BOARD MEMBERS			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	✓		✓									
133	CLARK, GLENN "DICK"	12	✓		✓									
	Doerner, Fred <i>seated</i>		✓		✓									
214	DURBIN, JESSE	12	✓		✓									
490	FRAZIER, GEORGE		✓		X									
177	HAYDEN, RICHARD	44	✓		✓									
220	HOENE, PAUL	55	✓			✓								
193	JORDAN, ROBERT N.	31	✓		✓									
206	LENZ, LARRY	26	✓			✓								
218	MAY, RALPH	20	✓			✓								
457	PAULEY, ROGER	18	✓			✓								
458	REYNOLDS, RICHARD JR.	32	✓		✓									
181	ROBERTSON, ROBIN		✓		✓									
148	ROESSLER, JOHN JACK	12	✓		✓									
221	SIMS, TERRY JOE	24	✓		✓									
284	SPENCER, LLOYD		A		A									
137	STEWART, NORMA J	52	✓		✓									
291	STORM, FLOYD	32	✓		✓									
329	WARREN, JAMES	28	✓		✓									

14 6  
 aye - 14  
 nays - 6  
 X - not voting  
 motion carried  
 1 absent

Feb. 6, 2008

At the February Shelby County Board meeting, I will appoint Frederick Doerner of Shelbyville to fill the balance of the unexpired term of Robert Connelly in District 11 following his resignation from the Board in December.

Mr. Doerner previously was a candidate for the position, and has expressed a continuing interest in serving on the Board.

He retired from the Agriculture Department FMHA division in 1993, where he managed farm loans, senior citizen housing loans, and rural community loans.

His appointment is unopposed by the Shelby County Democratic Central Committee.

A blacked-out redaction covering a signature.







**SHELBY COUNTY, ILLINOIS**  
**ANNUAL FINANCIAL REPORT**  
**YEAR ENDED AUGUST 31, 2007**

**MYB&K**

**MOSE, YOCKEY, BROWN & KULL, LLC**

*Certified Public Accountants*



January 18, 2008

Hon. George Frazier, Chairman  
Shelby County Board  
Shelby County Courthouse  
Shelbyville, IL 62565

Mr. Ralph May, Chairman  
County Courthouse Grounds Comm.  
217 N. Morgan Street  
Shelbyville, IL 62565

Re: Abraham Lincoln-Anthony Thornton Life-Sized Bronze Statuary  
@ 1880 Shelby County Courthouse Steps  
Wireless Security Camera Quote

Dear George and Ralph:

Sheriff Mike Miller has obtained a quote for the placing of a wireless security camera on the pole south of the proposed site of the Lincoln-Thornton life-size bronze statuary. We are hopeful that the statuary will be placed at the proposed location yet this year, depending on fundraising efforts.

On behalf of Shelby County Lincoln Heritage, Inc., Board of Directors, I would request that Shelby County accept the quote and provide the moneys for placement of the security camera at the appropriate location. If you would like Sheriff Miller and myself to appear before the Public Grounds and Finance Committee, please advise us.

Thank you so much for supporting our Shelby County Lincoln Heritage project in *bringing history alive!*

Respectfully,

  
Whitney D. Hardy

WDH:kav

Enclosure

copy Hon. Michael Miller

P. O. Box 392, Shelbyville, IL 62565

Telephone (217) 774-5548

"WITH MALICE TOWARD NONE, WITH CHARITY FOR ALL . . ."



**GLOBAL  
TECHNICAL  
SYSTEMS, inc.**

**QUOTATION**

TO: Shelby County Sheriff's Office  
Mike Miller  
151 N. Morgan  
Shelbyville, IL 62565-  
PHONE: (217) 774-5003  
FAX: (217) 774-2851  
RE: Add Wireless Camera for Statue

DATE: 1/15/2008  
FROM: Overbeck, Chris  
PHONE: (217) 347-6560  
FAX: (217) 347-6564  
TERMS: Net 30 Days  
QUOTE EXPIRES: 2/14/2008  
QUOTE ID: 17182

QTY:	MODEL #:	DESCRIPTION:	UNIT PRICE:	EXT PRICE:
<b>SCOPE OF WORK:</b>				
<b>Wireless Camera to watch the Statue at the Courthouse.</b>				
1	OG-SCCB2391	570 RES TRUE D/N CAM 1/3"	\$266.67	\$266.67
1	HLD5V50DNL	LENES 1/3" 5-50MM F1.6 DCAI IRIS	\$178.65	\$178.65
1	UL-KHTM12WM3	#KHTM12N3 W/ HHMW13	\$0.00	\$0.00
1	UL-KHTM12N3	#HSG,15" , WP, HEATER BLOWER	\$44.63	\$44.63
1	HHMW13	KIT, MOUNT, WALL, 13"H 30LB INTC	\$22.03	\$22.03
1	HHMPMA	KIT, POLE MOUNT, ADAPTOR, HHMW13	\$32.67	\$32.67
1	OK-TCO5808R6	5.8GHZ ALL WEATHER 8-CH TX-RX	\$1,223.33	\$1,223.33
	SHOP INSTALL	Install Wireless Camera for Statue at Courthouse.		\$300.00

EQUIPMENT TOTAL: \$1,767.98  
SERVICE/LABOR TOTAL: \$300.00  
SALES TAX: \$0.00  
FCC LICENSURE: \$0.00  
**CASH TOTAL: \$2,067.98**

SUBMITTED BY: \_\_\_\_\_ ACCEPTED BY: \_\_\_\_\_

Chris Overbeck, Account Executive \_\_\_\_\_ Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

GTSi is a factory authorized dealer and/or service provider for all equipment proposed above. GTSi honors all warranties extended from the manufacturer and warranties all labor performed for a period of one (1) year. Payment terms are as set forth above, where satisfactory open account credit is established. Purchaser agrees to pay each invoice when due. In event payment is not received according to the above terms, GTSi may, at its discretion, assess interest at rate of 2% per month or the maximum rate allowed by law. Purchaser also agrees to pay reasonable legal fees or agency commissions sustained by GTSi in pursuit of payment which is past due. If sales tax exempt, buyer must provide GTSi with a tax exemption certificate acceptable to the relevant taxing authority. This document is to be considered confidential information between the party listed above and GTSi.

AGREEMENT FOR PAYMENTS IN LIEU OF TAXES

This Agreement, entered into this 13th day of July  
19 66, by and between the Shelby County Housing Authority  
(herein called the "Local Authority")  
and the County of Shelby (herein called the "County")

WITNESSETH:

WHEREAS, the Local Authority proposes to enter into one or more contracts with the PUBLIC HOUSING ADMINISTRATION (herein called the "PHA") for loans and annual contributions in connection with the development and administration of low-rent housing to be developed and located within the corporate limits of municipalities in the County of Shelby, Illinois, all pursuant to the United States Housing Act of 1937, as amended (herein called the "Act"); and

WHEREAS, under the Constitution and statutes of the State of Illinois, all such low-rent housing so developed and administered is exempt from all real and personal property taxes levied or imposed by any Taxing Body as hereinafter defined;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and pursuant to the authority vested in the parties hereto by Section 29 of the Illinois Housing Authorities Act, as amended, the Local Authority and the County do agree:

1. Wherever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed by the Local Authority within the corporate limits of any city, village, or incorporated town in the County with the financial assistance of the PHA and included within any Program Reservation issued to the Local Authority by the PHA. A Project will generally be located on a single site in any city, village or incorporated town in the County but may be on scattered sites in any such city, village or incorporated town.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof (including the County) in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and

benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

2. The County agrees that it will not levy or imposed any real or personal property taxes upon any Project or upon the Local Authority with respect thereto so long as either (a) such Project is used for low-rent Housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and in payment for public services and facilities furnished for or with respect to each Project in accordance with the provisions of Section 29 of the Illinois Housing Authorities Act. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount by which the real property taxes which would have been paid to all Taxing Bodies for such fiscal year if such Project were not exempt from taxation exceeds twenty percent (20%) of the Federal Annual Contribution actually payable with respect to such Project for such fiscal year, provided that if two or more Projects are covered by one contract with the PHA for annual contributions, the amount of the Federal Annual Contribution actually payable with respect to each Project shall be determined by pro-rating the total Federal Annual Contribution actually payable with respect to all such Projects in proportion to the development cost of the respective Projects, or (iii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lowest.

3. The County shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes (for the tax year for which such payments are made) would have been paid to each Taxing Body if the Projects were not exempt from taxation; provided, however, that no payments for any year shall be made to any Taxing Body (including the County) in excess of the amount of real property taxes for such year if the Projects were not exempt from taxation.

4. If any city, village, or incorporated town shall, within a reasonable time after written notice from the Local Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated, under a duly executed agreement with the Local Authority, to furnish or cause to be furnished to the Local Authority or to any Project, then the Local Authority may proceed to obtain such services or facilities elsewhere any may deduct the cost thereof from any Payments in Lieu of Taxes due or to become due in respect to any Project in such city, village, or incorporated town covered by the Agreement so violated or not fulfilled.

5. This Agreement shall not apply to any Project or Projects in a city, village or incorporated town, the governing body of which shall not have entered into an agreement with the Local Authority providing for the cooperation of such city, village or incorporated town as required by the act. This Agreement shall also not apply to any Project or Projects in a city, village or incorporated town with respect to which the

PHA has determined the amount of Payments in Lieu of Taxes specified in Paragraph 2 herein to be so excessive as to render the local contributions of such city, village or incorporated town insufficient and not in accordance with the provisions of the act, in which event the Local Authority shall seek separate agreement for such Project or Projects or otherwise conform to the provisions of Section 29 of the Illinois Housing Authorities Act, as amended.

6. So long as any contract between the Local Authority and the PHA for loans (including Preliminary Loans) or annual contributions, or both, with respect to any Project shall remain in full force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, the Agreement shall not be abrogated, changed or modified without the consent of the PHA. The privileges and obligations of the County hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing Projects. If at any time the beneficial title to or possession of any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including the PHA.

IN WITNESSETH WHEREOF, the County and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

by   
Chairman

(SEAL)

ATTEST:

  
Secretary - Treasurer

by   
Chairman

(SEAL)

ATTEST:

**Proposed By Laws**  
*For*  
**Shelby County Economic Development Corporation**

**Article I**  
**Purpose**

**Section I - Purpose** The purpose of the Shelby County Economic Development Corporation is to encourage, foster, promote and stimulate economic, community and industrial development to create and retain employment in Shelby County.

**Article II**  
**Board of Directors**

**Section I - General Powers** - The Board of Directors will have oversight responsibility for the Executive Committee.

**Section II - Membership** - There will be 31 members on the Board of Directors. Membership shall consist of :

Chairman of the Shelby County Board  
Mayor of the City of Shelbyville  
Mayor of the City of Windsor  
Mayor of the City of Moweaqua  
Two Mayors representing the villages in Shelby County  
Five representative from financial institutions of Shelby County  
One representative from Lake Land College  
One representative from Shelbyville Industrial Development  
One healthcare representative from Shelby County  
Six Industrial representatives from Shelby County  
Three representatives from utilities serving Shelby County  
One representative from the Shelbyville Chamber of Commerce  
One representative from the U.S. Army Corps of Engineers  
One representative from the University of Illinois Extension Office  
Five members chosen at large

Ex Officio (Non Voting) members - Economic Development Director of this organization

The term of each member, except those positions determined by public vote, shall be 2 years. The initial term shall be determined by random selection, with approximate even distribution within each category and membership in total. There will be no limit in the number of consecutive terms a member can hold.

**Section III - Meetings - General** - The members of the Board of Directors shall meet quarterly, with an organizational meeting to elect officers at the meeting in the month of March.

**Section IV - Meetings - Special** - A special meeting of the Board of Directors may be called by or at the request of the president or any six members. Notice of each board meeting shall be sent to each board member at least 24 hours prior to any board meeting.

**Section V - Quorum** - A simple majority of the qualified board members shall constitute a quorum for the transaction of any and all business of the entity, unless otherwise stated within these by laws.



**Section VI - Duties** - The Board of Directors shall elect from its ranks, the offices of President, Vice President, Treasurer and Secretary. These positions will be held on an annual basis, with no limit on the number of consecutive terms. See Article IV.

**Section VII - Vacancies** - Any vacancies shall be filled by majority vote of the Board of Directors.

**Section VIII - Compensation** - No compensation shall be paid to any board member for services as a member of the board. However, any member may receive compensation for any specialized activity or reimbursement for any actual expense incurred provided the Executive Committee, by majority vote of the quorum, authorizes such activity and compensation.

### **Article III** **Executive Committee**

**Section I - General Powers** - The affairs of the corporation shall be managed by its Executive Committee with oversight of the Board of Directors. The Executive Committee may authorize any officer and/or agent to enter into any contracts or legal agreements on behalf of the organization.

**Section II - Members** - There will be nine members on the Executive Committee. Membership on the Executive Committee shall consist of :

President of  
Vice President of  
Chairman of the Finance Committee  
Chairman of the Retention Committee  
Chairman of the Marketing Committee  
The Chairman of the Shelby County Board  
The Mayor of Shelbyville  
Two mayors representing municipalities in Shelby County

**Non-Voting Members**  
Treasurer of  
Secretary of  
Previous President of

**Section III - Meetings - General** - The members of the Executive Committee shall meet monthly, with an organizational meeting to elect officers at the meeting in the month of March.

**Section IV - Meetings - Special** - A special meeting of the Executive Committee may be called by or at the request of the president or any three members. Notice of each such meeting shall be sent to each member at least 24 hours prior to any board meeting.

**Section V - Quorum** - A simple majority of the qualified Executive Committee members shall constitute a quorum for the transaction of any and all business unless otherwise stated within these by laws.

**Section VI - Duties**

**Section VII - Vacancies** - Any vacancies shall be filled by majority vote of the Board of Directors.

**Section VIII - Compensation** - See Article II, Section VII.

### **Article IV** **Officers**

**Section I - President** - The president shall be the principal executive officer of the corporation. Subject to the direction and control of the majority vote, unless otherwise stated in these by laws, of a quorum of the Board of Directors, the president shall be in charge of the business affairs of the corporation, insure that resolutions and directives be carried into effect and will preside at all meetings.

**Section II - Vice President** - The Vice President, in the absence of the President, shall preside at any meetings. In the event of the death, resignation, or incapacitate of the president, the vice president will assume all duties of the president.

**Section III - Treasurer** - The treasurer shall have charge of all funds and personal property of the corporation and shall collect and disburse all funds upon order and authorization of the majority vote, unless otherwise stated in these by laws, of a quorum of the board of directors and shall provide a detailed statement of transactions to the board on a monthly basis.

**Section IV - Secretary** - The secretary shall oversee the keeping of all official corporate records, including showing receipts and disbursements. The secretary will keep the official minutes of any meetings, provide required notices. All kept records shall be made available to any member of the Board of Directors and/or independent auditors, on demand.

**Section V - Selection Process** - The nominees for these offices will be determined by the board of directors and take office with a majority vote of the Board of Directors. These officers will serve a term of one year, with the exception of the initial term of the president and secretary being two years. Any current officer, or committee chair serving on the Executive Committee, can be removed from the Executive Committee at any time, with or without cause, by a majority vote of the Board of Directors.

## **Article V** **Additional Committees**

**Section I - Finance Committee** - This committee shall be responsible for the preparation of the annual budget, monitoring revenues and expenditures, keeping all financial records, and developing sources of revenue.

**Section II - Retention Committee** - This committee shall be responsible for developing, and implementing, a strategy to retain and develop Industrial, Service and Retail employment with existing employers in Shelby County.

**Section III - Marketing Committee** - This committee shall be responsible for developing and implementing a strategy to market Shelby County and the Lake Shelbyville area to potential employers, visitors and residents. \_\_

**Section IV - Other Committees** - The Board of Directors may create committees to address any issue, or assist any existing committee, by a majority vote of a quorum. Any such committee will remain in existence until the purpose for which it was created is completed or until the next annual organizational meeting, whichever comes first.

**Section IV** - These committees, unless otherwise noted, can consist of any number of members. These appointees can be members of and/or non members of the Shelby County Economic Development Corporation. The president shall be responsible for appointing all members of any and all committees. These members can be removed at any time, with or without cause, by a majority vote of the Board of Directors. The committees will not have the authority to obligate the Corporation to any action or contract without the express consent of the Executive

Committee.

**Article VI**  
**Revenues**

**Section I - Non-Profit Corporation** - The Shelby County Economic Development Corporation is a 501 C.3 non-profit corporation established for the purpose in Article I.

**Article VII**  
**Books & Records**

**Section I - Voting** - (a) In the event of absence, any member of the Board of Directors or Executive Committee can assign their voting rights to a designated individual of their choice. This notification of the assignment can be done to any member of the Executive Committee. It must be done before the meeting is called to order. Assignments can not occur for more than 3 consecutive meetings, without the consent of majority vote of the Executive Committee.  
(b) Any voting member has authority to demand a secret ballot.

**Article VIII**  
**Amendments**

**Section I** - The power to alter, amend or repeal the bylaws or adopt new bylaws shall be vested in the Board of Directors. Any such changes require a majority vote of the Board of Directors.

**Article IX**  
**Dissolution**

This organization can be dissolved with a two thirds vote of the Board of Directors. The disposition of all assets will go to ?????

**Article X**

**LEASE AGREEMENT**

**THIS LEASE** made and entered into this 13<sup>th</sup> day of February, 2008, by and between the County of Shelby, State of Illinois, Landowners, represented by Robert Jordan, Jesse Durbin and Larry Lenz, County Board members and County Farm Committee members, and Jim W. Hampton, R. R. 3, Shelbyville, Illinois 62565, Tenant.

The Landowner rents and leases to the Tenant, for agricultural purposes only, the following described REAL ESTATE, to-wit;

The Northeast Quarter (NE 1/4) of Section Four (4), and the West Half of the Northwest Quarter (NW 1/4) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 205 acres of tillable ground.

**LENGTH OF TENURE:** The term of this lease shall begin on **MARCH 1, 2008** and shall continue until **FEBRUARY 28, 2009**.

**EXTENT OF AGREEMENT:** Terms of this lease shall be binding on the heirs, executors, administrators, assigns or agents, for both Landowner and Tenant, in the same manner as upon the original parties.

**RENT:** The Tenant shall pay to the Landowner \$140.00 per acre, or \$28,700.00, in two (2) equal payments of \$14,350.00. The first payment is due on April 2, 2008 but not later than April 30, 2008. The second payment is due on November 1, 2008 but no later than November 30, 2008. Failure to make either payment by the deadline is grounds for termination of the lease.

**COSTS:**

1. The Landowner agrees to pay up to two-thousand dollars (\$2,000.00) per year for necessary limestone; however, the Landowner shall have the right to have the aforementioned real estate tested to determine whether or not limestone is necessary.

2. The Tenant specifically agrees to pay for any and all types of fertilizer, herbicides, and seed. The Tenant also agrees to keep the cemetery, roadside, and waterways properly mowed.

**LANDOWNER AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:**

1. The above described farm, including the fixed improvements thereon.
2. Materials the Landowner deems necessary for repairs and improvements on the above described farm.
3. Skilled labor employed in making permanent improvements.

**TENANT AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:**

1. All machinery, equipment, power and labor necessary to farm the premises properly.

2. Labor, except skilled labor, required for repairs and improvements.

**TENANT'S DUTIES IN OPERATING THE FARM;**

1. To keep the farm neat, and to prevent any unnecessary waste, or damage to the property.
2. Not to allow noxious weeds to go to seed on said premises but to destroy same; to cut all weeds, sprouts and brush in fence rows and on roads adjoining as often as needed each year without charge to the Landowner for labor.
3. To investigate and repair any broken tile and keep outlets open; repair breaks in open ditches. Tenant shall not plow or disk through grass waterway, or other low places that will permit open ditches eroding across fields.
4. Not to burn corn stalks, cobs, straw or other residue grown on the farm, nor to remove any hay, cobs or straw or other residue, except by agreement.
5. To clip small grain stubble and to prevent noxious weeds from going to seed.
6. Not to permit tramping of rotation fields by livestock in wet weather when the soil is soft, and to prevent rooting by hogs.
7. The Tenant agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures, and arrangements as are worked out with the Landowner or his Agent, for the best interest of all concerned.
8. Not to assign this lease to any person or persons or sublet any part of the premises without the consent of the Landowner.

**ADDITIONAL AGREEMENTS:**

1. Tenant is not to erect or permit to be erected upon said premises, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landowner, nor to purchase any materials or incur any expenses for the account of the Landowner without his approval and will not make a claim for labor at any time unless Landowner has given written permission at a previous date.
2. Tenant is not to add electrical wiring, plumbing or heating without written permission of the Landowner, and when same is given such is to pass inspection of both power and insurance companies. Said additions shall immediately become part of the property against which the Tenant will have no further claim unless otherwise agreed in writing.
3. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landowner together with the full right, liberty and land room to them, to enter upon the premises and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landowner, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he

may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

4. Landowner shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair nor for any failure to repair or alter or replace any buildings or improvement.

5. Tenant takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents to himself, his family, his employees, or agents in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements.

**RIGHT OF ENTRY:** The Landowner or his agent shall be entitled to free access to the premises at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landowner or his agent shall be entitled to fall plow, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.

**LANDOWNER'S LIEN:**

The Landowner's lien provided by law shall be the security for the rent herein specified.

If the Tenant shall, from any cause, fail to comply with all his agreements herein, the Landowner may at any time when such failure occurs after giving three days written notice of his intention to do so, take active possession of said premises and buildings thereon which the Tenant agrees to surrender, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant.

If the Tenant shall fail to pay the cash rent and advances, or account for the share rent as herein stipulated or shall fail to keep any of the agreements of this lease, all costs and attorneys fees of the Landowner in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.

**YIELDING POSSESSION:** The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the premises to the Landowner without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted.

IN WITNESS WHEREOF, we affix our signatures this, the 13<sup>th</sup> day of February, 2008.

COUNTY OF SHELBY - COUNTY FARM COMMITTEE - Landowner

By  \_\_\_\_\_

\_\_\_\_\_ - Tenant

COUNTY FARM COMMITTEE:

\_\_\_\_\_, Chairman

\_\_\_\_\_, Member

\_\_\_\_\_, Member

ATTEST

\_\_\_\_\_  
Kathy A. Lantz  
County Clerk of Shelby County

**EXTENSION**

This Lease extended from \_\_\_\_\_  
to \_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_- Landowner  
By \_\_\_\_\_  
\_\_\_\_\_- Tenant

**EXTENSION**

This Lease extended from \_\_\_\_\_  
to \_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_-Landowner  
By \_\_\_\_\_  
\_\_\_\_\_- Tenant

*Int. Agreement State*  
*01-19113-00BR*

TO: THE SHELBY COUNTY BOARD

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

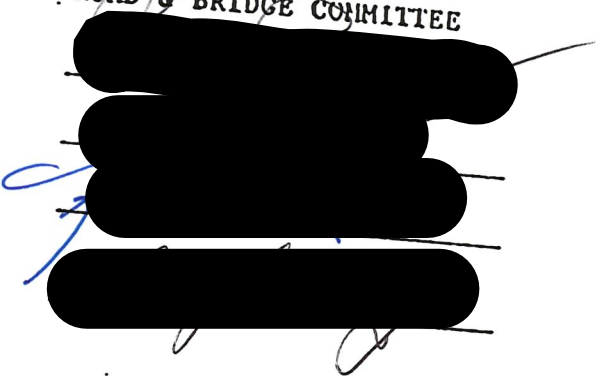
RESOLUTION \_\_\_\_\_

PETITION \_\_\_\_\_

AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE







**Illinois Department of Transportation**

**Local Agency Agreement for Federal Participation**

Local Agency Shelby County	State Contract X	Day Labor	Local Con.	RR Force Account
Section 01-19113-00 BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-134-06	BROS-173(135)				

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

**Location**

Local Name \_\_\_\_\_ Route TR 69 Length 800 feet  
 Termini 3.3 miles east and 1 mile south of Assumption over Lake Fork Branch

Current Jurisdiction Rural Township Existing Str. No 087-3080

**Project Description**

Replace existing bridge with PPC deck beam bridge and approach work.

**Division of Cost**

Type of Work	FHWA	%	TBP	%	LA	%	Total
Participating Construction	225,600	( 80 )	45,120	( 16 )	11,280	( 4 )	282,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	( )	( )	( )
Construction Engineering	( )	( )	15,792	( 80 )	3,948	( 20 )	19,740
Right of Way	( )	( )	0	( )	0	( )	( )
Railroads	( )	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 225,600</b>		<b>\$ 60,912</b>		<b>\$ 15,228</b>		<b>\$ 301,740</b>

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

**Local Agency Appropriation**

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

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

METHOD A—Lump Sum (80% of LA Obligation) \_\_\_\_\_  
 METHOD B— \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C—LA's Share 11280 divided by estimated total cost multiplied by actual progress payment.

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

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office. Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

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

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

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

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

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

**ADDENDA**

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

Number 1 Location Map, Number 2: Jurisdiction

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Name George Frazier  
 Title County Board Chairperson  
County Board Chairperson/Mayor/Village President/etc.  
 Signature X [Redacted]  
 Date 2-13-08  
 TIN Number 376200119

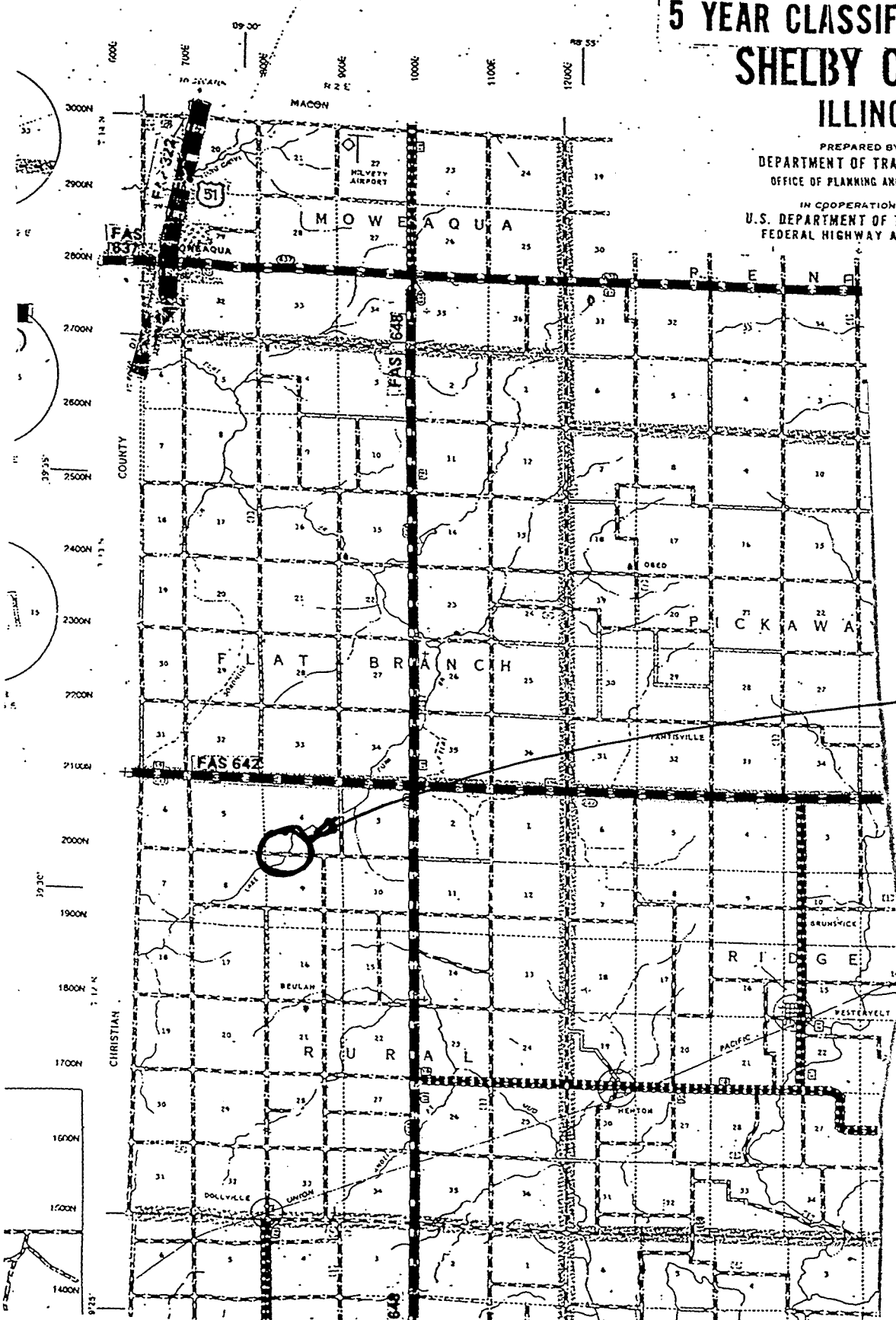
**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**APPROVED**

State of Illinois  
 Department of Transportation  
 [Redacted Signature]  
William R. Oates, Secretary of Transportation  
 Date 5/23/08  
 [Redacted Signature]  
Christine M. Reed, Director of Highways/Chief Engineer  
 [Redacted Signature]  
Ellen J. Schanzle-Haskins, Chief Counsel  
 [Redacted Signature]  
Ann L. Schneider, Director of Finance and Administration

# 5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

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



BRIDGE  
LOCATION  
01-19113-00 BR


ADDENDA #1 - LOCATION MAP

**ADDENDUM # 2**

**Jurisdiction**

The ROAD DISTRICT hereby agrees:

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

X   
Highway Commissioner

2-13-08  
Date

Cold Dix  
Resolution

TO: THE SHELBY COUNTY BOARD

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

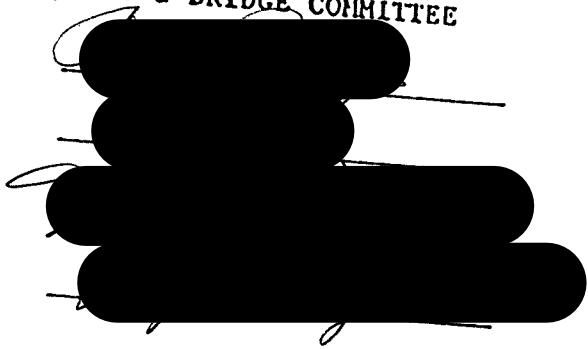
RESOLUTION X

PETITION       

AGREEMENT       

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE



**RESOLUTION**

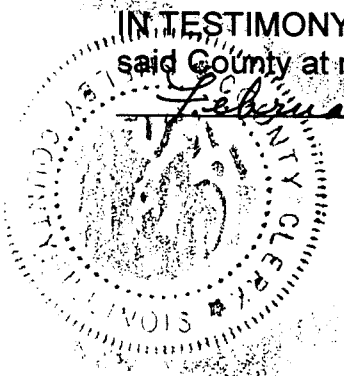
2008 - 04

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for 30,000 gallons of HFE 300 to be used in the production of Cold Mix, to Howell Paving based on their low bid of \$1.61 submitted at a letting held on February 8, 2008.

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF SHELBY    )

I, Kathy A. Leutz County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Shelby County at its regular meeting held in Shelbyville, Illinois on February 13, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 13th day of February 2008 A.D.



  
County Clerk



Brush Creek  
Donation

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION X

PETITION    

AGREEMENT    

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

[REDACTED SIGNATURE]

**RESOLUTION NO. 2008 - 05**

Whereas, Brush Creek Quarry, has agreed to donate \$14,000 of road material for needed maintenance of Shelby County Highway 6, for 1 (one) year beginning February 13, 2008;

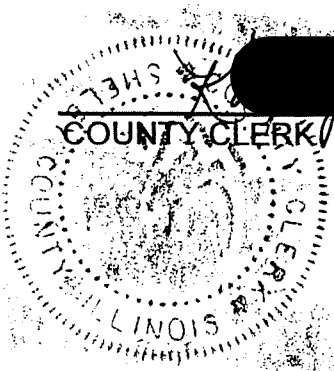
Whereas, pursuant to 605 ILCS 5/5-401, Shelby County, by and through its duly elected Board, has jurisdiction over Shelby County Highway 6 and has the authority to accept money and donations for highways pursuant to 605 ILCS 5/5-101.7;

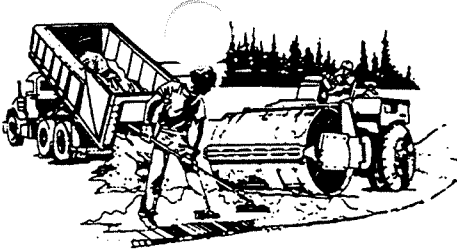
Now therefore, Be it resolved, that Shelby County accept payment of \$14,000 of road material for one year beginning January 31, 2007, from Brush Creek Quarry, for the purpose of maintaining Shelby County Highway 6.

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

I Kathy Lantz County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on Feb. 13, 2008.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 13<sup>th</sup> day of February A.D. 2008.





## Shelby County Highway Department

R #3 - Box 38A

SHELBYVILLE, ILLINOIS 62565

Telephone (217) 774-2721

Fax (217) 774-2690

January 16, 2008

Brush Creek Quarry  
RR#1 Box 202  
Mode, Illinois 62444


Attention: Mr. Mark Maxey

This letter is written to confirm your offer of donating \$14,000 of material to go toward the maintenance of the County Highway #6 (i.e. the Mode Road). This donation agreement will begin as of the date of this letter and shall expire after one year.


Should you concur with this agreement please sign one copy of this letter and return to my office. I will request concurrence from the County Board at their meeting on February 13, 2008.

Should you have any questions on the above please contact this office.

Sincerely,

  
S. Alan Spesard  
County Engineer  
Shelby County

Concurrence:

  
Designated Representative  
Brush Creek Quarry

Dry Point  
50-50

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION \_\_\_\_\_

PETITION X \_\_\_\_\_

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

[Redacted signature area]

[Redacted signature area]

[Redacted signature area]

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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Dry Point in said County, would respectfully represent that Bridge 3360 needs to be replaced over the unnamed tributary where the same is crossed by the highway TR146 at a point near SW 1/4 of NE 1/4 of Section 17; R3E; T9N on 3rd PM in said Road District, for which said work the Road District of Dry Point is

responsible; and the cost of which work will be eight thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 6th day of February 2008

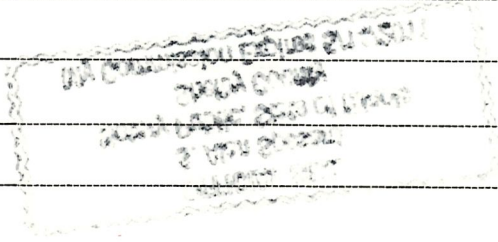
  
Highway Commissioner.

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

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

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

Pipe/Tank Car - 6500  
Labor/Equip, Mat'l - 1500  
\$8000



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

Witness my hand, this 6th day of February 2008

  
Highway Commissioner.

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

ROAD DISTRICT OF

Dry Point

Shelby

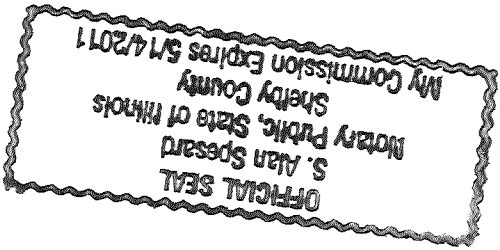
COUNTY, ILLINOIS

**FILED**  
FEB 13 2008

*Kathy A. Kautz*  
SHERBY COUNTY CLERK

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

County Clerk.



Subscribed and sworn to before me, this 6th day of February, 2008

\_\_\_\_\_ Highway Commissioner.

Dollars mentioned in the estimate to which this affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose required.

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

I, Brent Reynolds \_\_\_\_\_ Highway Commissioner of said Road District of  
STATE OF ILLINOIS,  
County of Shelby }  
Road District of Dry Point } ss.

Rural  
50-50

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION \_\_\_\_\_  
PETITION \_\_\_\_\_ X \_\_\_\_\_  
AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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







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

ROAD DISTRICT OF

Rural

Shelby

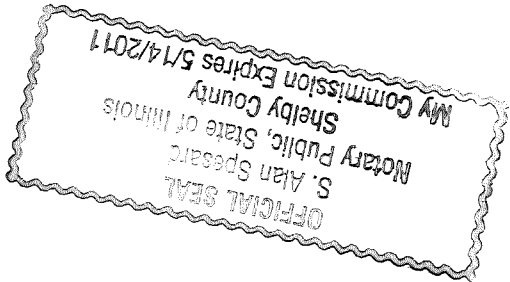
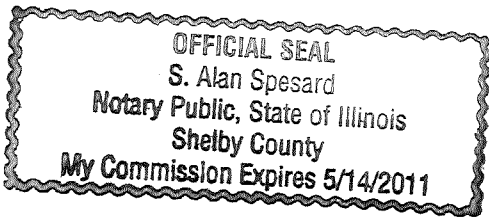
COUNTY, ILLINOIS

**FILED**  
FEB 13 2008

*Kathryn A. Sluiter*  
SHELBY COUNTY CLERK

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

County Clerk.



Subscribed and sworn to before me, this 11th day of February 2008

Highway Commissioner.

Dollars mentioned in the estimate to which this affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose required.

\_\_\_\_\_ Rural \_\_\_\_\_ being duly sworn, on oath says that  
Eldon Weeks Highway Commissioner of said Road District of

STATE OF ILLINOIS,  
County of Shelby  
Road District of Rural  
ss. \_\_\_\_\_

Herrick  
50-50

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION \_\_\_\_\_  
PETITION \_\_\_\_\_  
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 Herrick }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Herrick in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR112 at a point near the NE 1/4, SE 1/4, Section 2; R2E; T9N 3rd PM

in said Road District, for which said work the Road District of Herrick is responsible; and the cost of which work will be thirteen hundred Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 13th day of February 2008.



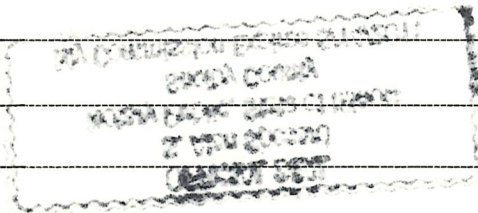
Highway Commissioner.

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

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

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

Pipe	\$900
Labor, Equip, Mat'l	400
Total	\$1300



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

Witness my hand, this 13th day of February 2008.



Highway Commissioner.

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

ROAD DISTRICT OF

Herrick

Shelby

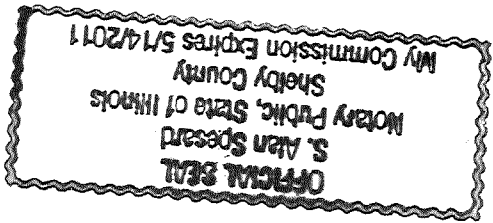
COUNTY, ILLINOIS

**FILED**  
FEB 13 2008

*Kathryn A. Hunt*  
SHELBY COUNTY CLERK

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

County Clerk.



Subscribed and sworn to before me, this 13th day of February, 2008

\_\_\_\_\_ Highway Commissioner.

thirteen hundred \_\_\_\_\_ Dollars mentioned in the estimate to which this affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose required.

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

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

STATE OF ILLINOIS,  
County of Shelby  
Road District of Herrick  
ss. \_\_\_\_\_

**SHELBY COUNTY BOARD MEETING  
ZONING INFORMATION**

**February 13, 2008**

The following are the documents that are germane to Shelby County Zoning, and should be helpful to consider during the County Board meeting.

- Zoning Administration Monthly Report.
- 2 Building Permits were issued during January, fee collected for Steinke Rezoning; 14 Building Permit inspections were accomplished. (Details attached).

If you have questions or comments, please ask.

Very Respectfully,  
Chuck Stanley

**BUILDING PERMIT INSPECTIONS**

<u>DATE</u>	<u>PROPERTY OWNER</u>	<u>DRIVING DISTANCE</u>
2-Jan	Franklin, Roy - Inspection	7
2-Jan	Kessler, David - Inspection	65
3-Jan	Scott, Wayne - Inspection	51
9-Jan	Mahaffey, Otis - Inspection	45
10-Jan	Vogel, Don - Inspection	32
11-Jan	Furr, Terry - Inspection	16
14-Jan	Berry, Elaine - Inspection	27
15-Jan	Kirby, Craig - Inspection	33
16-Jan	Hebert, Michael - Inspection	30
18-Jan	Hampton, James - Inspection	11
24-Jan	Roadarmel, Carl - Inspection	37
24-Jan	Fox, Connie - Property Inspection	17
25-Jan	Walk, Paul - Rezoning Photos	67
29-Jan	Kneller, Robert - Inspection	8

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**2008 Building Permit Log**

<b>Permit #</b>	<b>Date</b>	<b>Name</b>	<b>Parcel #</b>	<b>TOWNSHIP</b>	<b>Bldg. TYPE</b>	<b>FEE</b>
08-001	1/7/2008	Scott, Wayne	1116-23-00-400-006	Oconee	Residence	\$175.00
08-002	1/22/2008	Steinke, Bruce	2409-30-04-302-002	Windsor	Rezone R1 to GB	\$250.00
08-003	1/25/2008	Jackson, David	0603-02-00-400-004	Flat Branch	Access Bldg	\$125.00



**Zoning Administration  
Monthly Report  
2008**

	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
<b>Building Permits</b>													
Residence (Mobile, Modular, and Constructed)	175	0	0	0	0	0	0	0	0	0	0	0	175
Additions to Residence	0	0	0	0	0	0	0	0	0	0	0	0	0
Accessory Buildings	125	0	0	0	0	0	0	0	0	0	0	0	125
Grain Bins	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Zoning Applications</b>													
Rezoning	250	0	0	0	0	0	0	0	0	0	0	0	250
Special Exceptions	0	0	0	0	0	0	0	0	0	0	0	0	0
Variances	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Sub Divisions</b>													
Preliminary Plat	0	0	0	0	0	0	0	0	0	0	0	0	0
Final Plat	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Fees Received</b>	\$ 550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550.00
<b>Last Year</b>	\$ 1,950.00	\$ 1,100.00	\$ 1,700.00	\$ 2,165.00	\$ 2,900.00	\$ 1,620.00	\$ 2,375.00	\$ 1,750.00	\$ 1,105.05	\$ 1,715.00	\$ 1,110.00	\$ 525.00	\$ 16,965.05

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

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

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

2. In the past, assistance from the Cooperator has consisted of services performed on an as needed basis, including all emergency calls such as drownings, lost persons, accidents, and incidents. The existing services, including emergency calls, shall remain in effect at no additional expense to the Corps under the law enforcement services agreement. Under this agreement, law enforcement services will include the patrolling of the roads in the area and investigating suspicious happenings and potential law enforcement problems. Personnel provided under this agreement will also provide crowd control and visitor assistance when necessary.

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

DAY OF WEEK	TIME OF DAY	MANPOWER PER/PATROL	PATROLS PER/DAY	MAN-HOURS PER/DAY
Sunday	2000-0400	1	1	3
Monday	2000-0400	1	1	3

Tuesday	2000-0400	1	1	3
Wednesday	2000-0400	1	1	3
Thursday	2000-0400	1	1	3
Friday	2000-0400	1	1	3
Saturday	2000-0400	1	1	3

The increased law enforcement service will be provided from 16 May 2008 through 1 September 2008. The maximum total hours of work for this agreement period will be 367 hours. Payment will be made only for those hours actually worked under this agreement. The time of day for patrols can be changed temporarily to facilitate the law enforcement needs of the lake. The Sheriff and the Operations Manager must agree to any changes in advance.

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

- Saturday May 24, 2008
- Sunday May 25, 2008
- Monday May 26, 2008
- Friday July 4, 2008
- Saturday July 5, 2008
- Sunday July 6, 2008
- Saturday August 30, 2008
- Sunday August 31, 2008
- Monday September 1, 2008

**NOTE #2:** In addition to the regular schedule the cooperater will provide extra traffic control for the Fireworks Celebration on July 4, 2007, at the Lake Shelbyville Dam area under this agreement. This will require two (2) people for two (2) hours each from 2045 to 2245 hrs.

4. Cost per Hour: \$50.69

Maximum allowable cost of this contract: \$18,603.23

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

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

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

6. The Cooperator shall, on a monthly basis, submit to the Corps a bill for law enforcement services provided the preceding month. The bill shall include the following:

Total charges, man-hours involved, and starting and ending dates of the billing period.

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

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

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

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

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

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

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

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

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

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

**SHELBY COUNTY SHERIFF'S DEPARTMENT-SCHEDULE OF WORK HOURS-2008**

16 May 2008 - 1 September 2008

2000-0400 3 hours/day 7 days/week (Sun-Sat) 327 Hours

PLUS 36 Hours

Four (4) additional hours of patrol will be provided between 1200 and 1600 on:

- Saturday May 24, 2008
- Sunday May 25, 2008
- Monday May 26, 2008
- Friday July 4, 2008
- Saturday July 5, 2008
- Sunday July 6, 2008
- Saturday August 30, 2008
- Sunday August 31, 2008
- Monday September 1, 2008

PLUS 4 Hours

Four (4) additional hours for traffic control at the fireworks on July 4, 2008

**TOTAL HOURS IN 2008 AGREEMENT = 367**

**COST PER HOUR FOR 2008 = \$50.69/HR.**

**TOTAL COST FOR 2008 AGREEMENT = \$18,603.23**

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

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

DEPUTIES

Salaries: $\$381,256 \div 10 = 38,126 \div 2000 =$	<u>\$19.06</u>
Overtime: $\$35,000 \div 10 = 3,500 \div 2080 =$	<u>1.68</u>
Holiday Pay: $\$19.06$ (average/hr/deputy) x 12 hrs. = 229 x 14 Holidays = $3,206 \div 2080 =$	<u>1.54</u>
Workman's Compensation: $\$2.97/\$100.00$ of salary.  $\$38,126 \div 100 = 381 \times 2.97 = 1,132 \div 2080 =$	<u>.54</u>
IMRF: <u>5.55%</u> of gross salary  $\$38,126 \times .0555 = 2,116 \div 2080 =$	<u>1.02</u>
FICA: <u>7.65%</u> of gross salary  $\$38,126 \times .0765 = 2,917 \div 2080 =$	<u>1.40</u>
Unemployment Insurance: <u>1.70%</u> OF GROSS UP TO \$11,000 FOR EACH EMPLOYEE  $\$11,000 \times .0170 = 187 \div 2080 =$	<u>.09</u>
Medical Insurance: <u>\$444</u> per employee per month x eleven months  $\$444 /mo. \times 11 = 4,884 \div 2080 =$	<u>2.35</u>
Uniform Allowance: <u>\$750</u> per employee per year  $\$750 \div 2080 =$	<u>.36</u>

SHERIFF

Salary: $\$61,424 \div 10 = 6,142 \div 2080 =$	<u>2.95</u>
--	-------------

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

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

IMRF/SLEP: 5.55% of gross salary

$$\frac{\$61,424}{100} \times .0555 = 3,409 \div 10 = 341 \div 2080 = .16$$

FICA: 7.65% of gross salary

$$\frac{\$61,424}{100} \times .0765 = 4,699 \div 10 = 470 \div 2080 = .22$$

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

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

Uniform Allowance: \$750 per employee per year

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

#### JAILERS

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

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

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

IMRF: 10.72% of gross salary

$$\frac{\$146,102}{100} \times .1072 = 15,662 \div 10 = 1,566 \div 2080 = .75 \times 50\% = .38$$

FICA: 7.65% of gross salary

$$\frac{\$146,102}{100} \times .0765 = 11,177 \div 10 = 1,118 \div 2080 = .54 \times 50\% = .27$$

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

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

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

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

Uniform Allowance: \$750 per employee per year

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

SECRETARY

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

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

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

IMRF: 10.72% of gross salary

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

FICA: 7.65% of gross salary

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

Unemployment Insurance: 1.70% of gross salary

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

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

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

Uniforms:  $\$750$  per employee per year

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

TELECOMMUNICATORS

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

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

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

IMRF: 10.72% of gross salary

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

FICA: 7.65% of gross salary

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

Unemployment Insurance: 1.70% of gross salary



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

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

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

Uniform Allowance: \$750 per employee per year

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

#### PART-TIME EXTRA HIRE TELECOMMUNICATOR

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

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

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

FICA: 7.65% of gross salary

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

Unemployment Insurance: 1.70% of gross salary

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

#### EQUIPMENT COST

Equipped Squad Car:

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

Auto Expense:

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

Auto Insurance:

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

#### ADDITIONAL ITEMS

Training:

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

Liability Insurance:

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

.44

Pagers:

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

.02

Bonds:

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

.04

**TOTAL \\$50.69/hr**

SHELBY COUNTY SHERIFF'S DEPARTMENT  
 COST PER DEPUTY PER HOUR – 2007  
 BASED ON BUDGETED SALARIES

Deputy Patrol: The county budgeted \$348,192 for deputies' salaries. Salaries, holiday pay, overtime, and benefits are divided by nine (the total number of deputies for whom the \$348,192 is budgeted). Other expenses are divided by ten because there will be a tenth deputy employed soon. Salaries are divided by 2000 hours instead of 2080 hours, as the most any deputy actually works is 50 weeks due to having at least two weeks of vacation. All other expenses are divided by 2080 hours.

DEPUTIES

Salaries:  $\$348,192 \div 9 = 38,688 \div 2000 =$  \$19.34

Shelby County only has 9 deputies at this time and none of them work for the drug task force. All nine deputies work for the sheriff's department full time. It is expected that additional deputies will be hired in the future, but the \$348,192 currently budgeted for deputy salaries is just for nine deputies.

Overtime:  $\$35,000 \div 10 = 3,500 \div 2080 =$  1.68

Holiday Pay:  $\$19.34$  (average/hr/deputy) x 12 hrs. = 232 x 14 Holidays = 3,248 ÷ 2080 = 1.56

Workman's Compensation: \$2.68/\$100.00 of salary.

$\$38,688 \div 100 = 387 \times 2.68 = 1,017 \div 2080 =$  .48

IMRF: 11.55% of gross salary

$\$38,688 \times .1155 = 4,468 \div 2080 =$  2.14

FICA: 7.65% of gross salary

$\$38,688 \times .0765 = 2,960 \div 2080 =$  1.42

Unemployment Insurance: 1.80% OF GROSS UP TO \$11,000 FOR EACH EMPLOYEE

$\$11,000 \times .0180 = 198 \div 2080 =$  .09

Medical Insurance: \$430 per employee per month x eleven months

$\$430 / \text{mo.} \times 11 = 4,730 \div 2080 =$  2.27

Uniform Allowance: \$750 per employee per year

$\$750 \div 2080 =$  .36

SHERIFF

Salary:  $\$61,424 \div 10 = 6,142 \div 2080 =$  2.95

Workman's Compensation:  $\$2.68/\$100.00$  of salary.

$\$61,424 \div 100 = 614 \times 2.68 = 1,646 \div 10 = 165 \div 2080 =$  .07

IMRF/SLEP: 11.55% of gross salary

$\$61,424 \times .1155 = 7,094 \div 10 = 709 \div 2080 =$  .34

FICA: 7.65% of gross salary

$\$6,1424 \times .0765 = 4,699 \div 10 = 470 \div 2080 =$  .22

Medical Insurance:  $\$430$  per employee per month x eleven months

$\$430 \times 11 = 4,730 \div 10 = 473 \div 2080 =$  .22

Uniform Allowance:  $\$750$  per employee per year

$\$750 \div 10 = 75 \div 2080 =$  .04

JAILERS

Salaries (For 5):  $\$113,158 \div 10 = 11,316 \div 2080 = 5.44 \times 50\% =$  2.72

Workman's Compensation:  $\$2.68/\$100.00$  of salary.

$\$113,158 \div 100 = 1,132 \times 2.68 = 3,034 \div 10 = 303 \div 2080 = .14 \times 50\% =$  .07

IMRF: 10.27% of gross salary

$\$113,158 \times .1027 = 11,621 \div 10 = 1,162 \div 2080 = .55 \times 50\% =$  .27

FICA: 7.65% of gross salary

$\$113,158 \times .0765 = 8,657 \div 10 = 866 \div 2080 = .41 \times 50\% =$  .20

Unemployment Insurance: 1.80% OF GROSS UP TO \$11,000 FOR EACH EMPLOYEE

$\$11,000 \times 5 = 55,000 \times .0180 = 990 \div 10 = 99 \div 2080 = .04 \times 50\% =$  .02

Medical Insurance: \$430 per employee per month x eleven months

$$\underline{\$430}/\text{mo.} \times 11 = \underline{4,730} \times 5 = \underline{23,650} \div 10 = \underline{2,365} \div 2080 = \underline{1.13} \times 50\% = \underline{.56}$$

Uniform Allowance: \$750 per employee per year

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

### SECRETARY

Salary: \$25,172  $\div 10 = \underline{2,517} \div 2080 = \underline{1.21} \times 50\% =$

.60

Workman's Compensation: \$.28/\$100.00 of salary.

$$\underline{\$25,172} \div 100 = \underline{252} \times \underline{.28} = \underline{71} \div 10 = \underline{7} \div 2080 = \underline{.00} \times 50\% = \underline{.00}$$

IMRF: 10.27% of gross salary

$$\underline{\$25,172} \times \underline{.1027} = \underline{2,585} \div 10 = \underline{259} \div 2080 = \underline{.12} \times 50\% = \underline{.06}$$

FICA: 7.65% of gross salary

$$\underline{\$25,172} \times \underline{.0765} = \underline{1,926} \div 10 = \underline{193} \div 2080 = \underline{.09} \times 50\% = \underline{.04}$$

Unemployment Insurance: 1.80% of gross salary

$$\underline{\$25,172} \times \underline{.0180} = \underline{453} \div 10 = \underline{45} \div 2080 = \underline{.02} \times 50\% = \underline{.01}$$

Medical Insurance: \$430 per employee per month x eleven months

$$\underline{\$430}/\text{mo.} \times 11 = \underline{4,730} \div 10 = \underline{473} \div 2080 = \underline{.22} \times 50\% = \underline{.11}$$

Uniforms: \$750 per employee per year

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

### TELECOMMUNICATORS

Salaries (For 4): \$117,449 - \$42,654 (paid by the city) = \$74,795  $\div 10 = \underline{7,479} \div 2080 = \underline{3.59}$

Workman's Compensation: \$2.68/\$100.00 of salary.

$$\underline{\$117,449} \div 100 = \underline{1,174} \times \underline{2.68} = \underline{3,146} \div 10 = \underline{315} \div 2080 = \underline{.15}$$

IMRF: 10.27% of gross salary

$$\underline{\$117,449} \times \underline{.1027} = \underline{12,062} \div 10 = \underline{1,206} \div 2080 = \underline{.57}$$

FICA: 7.65% of gross salary

$$\underline{\$117,449} \times \underline{.0765} = \underline{8,985} \div 10 = \underline{899} \div 2080 = \underline{.43}$$

Unemployment Insurance: 1.80% of gross salary

$$\underline{\$117,449} \times \underline{.0180} = \underline{2,114} \div 10 = \underline{211} \div 2080 = \underline{.10}$$

Medical Insurance: \$430 per employee per month x eleven months

$$\underline{\$430} / \text{mo.} \times 11 = \underline{4,730} \times 4 = \underline{18,920} \div 10 = \underline{1,892} \div 2080 = \underline{.90}$$

Uniform Allowance: \$750 per employee per year

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

#### PART-TIME EXTRA HIRE TELECOMMUNICATOR

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

Workman's Compensation: \$2.68/\$100 of salary.

$$\underline{\$12,000} \div 100 = \underline{120} \times \underline{2.68} = \underline{322} \div 10 = \underline{32} \div 2080 = \underline{.01}$$

FICA: 7.65% of gross salary

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

Unemployment Insurance: 1.80% of gross salary

$$\underline{\$12,000} \times \underline{.0180} = \underline{216} \div 10 = \underline{22} \div 2080 = \underline{.01}$$

#### EQUIPMENT COST

Equipped Squad Car:

$$\underline{\$26,250} \div 4 \text{ yrs.} = \underline{6,563/\text{yr.}} \div 2080 = \underline{3.16}$$

Auto Expense:

$$\underline{\$52,781} \div 12 \text{ cars} = \underline{4,398/\text{car/yr.}} \div 2080 = \underline{2.11}$$

Auto Insurance:

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

ADDITIONAL ITEMS

Training:

$$\underline{\$10,000} \div 17 \text{ (number of employees using training funds)} = \underline{588} \div 2080 = \underline{.28}$$

Liability Insurance:

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

Pagers:

$$\underline{\$500} \div 11 = \underline{45} \div 2080 = \underline{.02}$$

Bonds:

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

TOTAL \$51.00/hr

# Shelby County Soil and Water Conservation District



111 N. CEDAR  
SHELBYVILLE, ILLINOIS 62565  
PHONE 774-5564



Shelby County Board  
Budget and Finance Committee  
Shelby County Courthouse  
P.O. Box 230  
Shelbyville, IL 62565

FILED  
JAN 25 2008

*Kathryn A. Lantz*  
SHELBY COUNTY CLERK

## Finance Committee:

In past years the Shelby County Soil and Water Conservation District has requested and received financial assistance from the Shelby County Board. In recent years we have had no need for financial assistance, therefore have not requested it.

Because of budget cuts and the poor financial condition of the State of Illinois, we are now in need of financial help. We have received no operating monies from the State since June 1, 2007. We have been operating on monies raised through our districts services. These monies, as you can imagine, are quickly being depleted. It sounds as if we are not going to receive any funding for approximately five more weeks and that will be only enough to operate for a short period of time. After that it is unknown. Other Counties are laying employees off or cutting their hours. We want to avoid doing this, if at all possible.

We are proud of our programs and would like to continue saving our natural resources. Programs such as Conservation Field Day, Poster and Essay Contest, Soil Judging Contest, and the Envirothon Competition are all held annually for the students of Shelby County to educate our youth about the importance of our natural resources. We have a Conservation Practices Program in which we install various conservation practices for area farmers to reduce soil erosion and sedimentation. We offer a seed drilling service for these various practices to ensure proper ground cover is protecting the soil. We provide drill rental for farmers to do their own seeding on these practices as well.

Through the efforts of the Shelby County Soil and Water Conservation District the natural resources of Shelby County are being conserved so they will be there for future generations to use.

We would appreciate any consideration of funds that Shelby County might have available.

Sincerely,  
Shelby County SWCD Board

[Redacted Signature]  
Steve Koontz, Chairman

Shelby Co. Soil & Water

[Redacted Signature]  
Vicky Wagner, Resource Conservationist



Shelby County Treasurer  
 Monthly Report of Investments  
 As of: February 1, 2008  
 Bank Balance: \$11,875,591.85

Passbooks, Money Markets,  
& Certificates of Deposits

Checking & Cash

\$	613,567.71	MMD		
\$	1,509,817.72	MMD	General Fund	\$ 2,000.00
\$	-			
\$	-		County Payroll Clearing	\$ 17,722.66
\$	-			
\$	-		Section 105 Claims	\$ 1,000.00
\$	-			
\$	353,717.78	PB	County Health Fund	\$ -
\$	114,054.46	CD		
\$	12,315.85	MMD	County Health-TB	\$ -
\$	-			
\$	36,132.16	MMD	Animal Control Fund	\$ 35,762.10
\$	22,492.75	MMD		
\$	82,006.46	PB	Ambulance Fund	\$ -
\$	146,202.75	MMD		
\$	777,684.21	MMD	Mental Health Fund	\$ -
\$	-			
\$	306,713.39	PB	IMRF Fund	\$ -
\$	-			
\$	167,787.59	PB	Social Security Fund	\$ -
\$	54,211.51	CD & MMD		
\$	14,204.78	PB	Indemnity Fund	\$ -
\$	-			
\$	5,249.72	PB	Court Security Fund	\$ -
\$	-			
\$	207,760.68	MMD	County Bridge Fund	\$ -
\$	-			
\$	31,492.74	PB	County Highway Fund	\$ -
\$	-			
\$	136,097.85	MMD	FASM Fund	\$ -
\$	-			
\$	547,182.85	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	7,941.90	PB	Tourism Fund	\$ -
\$	93,374.12	CD & MMD		
\$	39,962.46	PB	Probation Fund	\$ -
\$	55,214.53	CD & MMD		
\$	70,434.17	PB	Assist Court Fund	\$ -
\$	-			
\$	812.47	PB	Law Library Fund	\$ -
\$	-			
\$	86,367.75	PB	Automation Fund	\$ -
\$	-			
\$	54,478.17	PB	Recording Fund	\$ -
\$	-			
\$	10,133.70	PB	Drug Traffic Fund	\$ -
\$	-			
\$	-		Airport Fund	\$ 1,081.91
\$	237,463.69	CD & MMD		
\$	345,664.96	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 23,838.54
\$	-			
\$	169,763.41	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 8,481.98
\$	-			
\$	-		Township Construction Fund	\$ 714.05

\$	281,159.23	MMD		
\$	864,657.02	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,104.96	PB	Estate Tax Fund	\$ -
\$	-			
\$	61,000.55	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	8,679.10	PB	Probation Drug Testing	\$ -
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	41,332.97	MMD		
\$	178,436.68	PB	Drainage Fund	\$ 2,000.00
\$	-			
\$	65,012.56	PB	Document Storage Fund	\$ -
\$	78,724.56	MMD		
\$	90,187.66	PB	Misc County Health Fund	\$ -
\$	26,495.12	MMD		
\$	43,527.21	PB	Litigation Fund	\$ -
\$	204,437.09	CD		
\$	100,830.40	PB	Revolving Loan Fund	\$ -
\$	-			
\$	10,673.56	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	843.38	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	612.88	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	15,628.52	PB	Rescue Squad Fund	\$ -
\$	-			
\$	306.68	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	13,016.76	PB	DUI Equipment Fund	\$ -
\$	-			
\$	4,859.29	PB	GIS Fund	\$ -
\$	1,054,966.72	CD		
\$	473,762.31	PB	Capital Improvement Fund	\$ 521,489.95
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
				\$ 10,550,015.15

County Collector Accounts

Shelby County State Bank-Checking	\$ 14,882.48
First Trust Bank-Checking	\$ 20,723.26
National Bank at Pana	\$ 215.10
First National Bank of Assumption	\$ 225.43
Community Banks of Shelby County-Cowden	\$ 636.83
Shelby County State Bank-Strasburg	\$ 475.70
First Federal Savings & Loan-Shelbyville	\$ 362.30
First Trust Bank-Real Estate Tax Trust Account	\$ 10,495.17
Shelby County State Bank-Shelbyville-Money Market	\$ 611,867.81
First Trust Bank-Money Market	\$ 631,173.87
Ayars State Bank-Moweaqua	\$ 12,831.23
Shelby County State Bank-Findlay	\$ 18,635.47
First National Bank of Pana	\$ 881.36
Peoples Bank of Pana	\$ 167.83
Stewardson National Bank	\$ 532.80
Shelby County State Bank-Windsor Branch	\$ 611.37
Dewitt Federal Savings & Loan-Moweaqua	\$ 260.68
Sigel Community Bank	\$ 598.01
	\$ 1,325,576.70

CERTIFICATE OF DEPOSITS  
February 1, 2008

General Fund(001) Community Banks of Shelby County-MMD# 390  2.02% Interest	   <u>\$ 613,567.71</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390  2.02% Interest	   <u>\$ 36,132.16</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390  2.02% Interest	   <u>\$ 22,492.75</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390  2.02% Interest	   <u>\$ 146,202.75</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390  2.02% Interest	   <u>\$ 9,211.51</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390  2.02% Interest	   <u>\$ 93,374.12</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390  2.02% Interest	   <u>\$ 214.53</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390  2.02% Interest	   <u>\$ 112,463.69</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390  2.02% Interest	   <u>\$ 281,159.23</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390  2.02% Interest	   <u>\$ 78,724.56</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 02/03/2008 4.25% Interest	    <u>\$ 114,054.46</u>

CERTIFICATE OF DEPOSITS  
February 1, 2008

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 02/15/2008 4.0% Interest	<u>\$ 45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 04/22/2008 4.94% Interest	<u>\$ 55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 02/21/2008 3.75% Interest	<u>\$ 125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151  .65% Interest	<u>\$ 204,437.09</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 20555 Matures 10/17/2008 5.15% Interest	<u>\$ 1,054,966.72</u>
TOTAL	<u>\$ 2,992,001.28</u>