

March 5, 2008

SHELBY COUNTY BOARD MEETING AGENDA

March 12, 2008 – 9:00 A. M. in Courtroom B

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

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

REMINDER: Please silence cell phones before the start of Board meeting

SHELBY COUNTY BOARD MEETING

March 12, 2008 – 9:00 A.M.

The Shelby County Board met on Wednesday, March 12, 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. In celebration of 4-H week, the County Board members were treated to cinnamon rolls this morning by the Shelby County John Jordan Jaybirds 4-H club members. The 4-H members were thanked by a rousing applause and standing ovation. Chairman Frazier noted that these were our future leaders. State's Attorney Allan Lolie noted that there will be a mock trial enactment in Courtroom A tonight as part of 4-H Week celebration.

The Clerk called the roll. Richard Hayden and Lloyd Spencer were absent.

Minutes of the February 13, 2008 Board meeting was presented for approval.

MOTION: Norma Stewart made motion to approve the Minutes of the February 13, 2008 Board meeting as presented.
Floyd Storm 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 local attorney Whitney Hardy and Rev. David Middleton to address the Board regarding the Lincoln statuary.

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

John "Jack" Roessler seconded the motion.

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

Mr. Hardy and Rev. Middleton requested a \$40,000.00 donation or no interest loan to pay for the completed Abraham Lincoln statuary. Discussion followed. Finance Committee Chairman Jim Warren explained taxpayer's money could not be used for this funding.

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 (#087-3290) in Clarksburg Township. Estimated cost is \$370,000.00. Cost share is 80% Federal, 16% State and 4% shared equally between the County and Township.

MOTION: Jim Warren made motion to approve the Local Agency Agreement between the State and County for funding of the Clarksburg Township Bridge (#087-3290) Project as presented.
Glenn R. "Dick" Clark seconded the motion.

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

Mr. Spesard presented for approval the Local Agency Agreement for Federal Participation between the State and Shelby County for funding to replace Bridge (#087-3204) in Prairie Township. Estimated cost is \$199,000.00. Cost share is 80% Federal, 16% State and 4% shared equally between the County and Township.

MOTION: Floyd Storm made motion to approve the Local Agency Agreement between the State and County for funding of the Prairie Township Bridge (#087-3204) Project as presented.
Paul Hoene seconded the motion.

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

Mr. Spesard presented a Resolution that the County Board award a contract to low bidder Howell Paving for the materials required in the maintenance of Shelby County roads (Section 08-00000-00-GM) as follows:

76,700 gallons HFE-150 Asphalt Emulsion @ \$1.595/gallon
5,900 HFE-300 Asphalt Emulsion @ \$1.595/gallon
1,500 gallons MC-30 or MC-70 Liquid Asphalt @ \$2.95/gallon
500 tons M 19-07 @ \$53.50/ton

MOTION: Glenn R. "Dick" Clark made motion to approve the Resolution to award the low bid contract to Howell Paving for county road maintenance materials as presented.

John "Jack" Roessler seconded the motion.

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

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Mr. Spesard presented a Resolution giving the Road and Bridge Committee and County Engineer authority to make decisions regarding right-of-way appraisals, negotiations, review and approval or disapproval of any counter offer obtained during the negotiation of right-of-way for the construction of the two bridges in Moweaqua Township on the Christian/Shelby County line.

MOTION: Norma Stewart made motion to give the Road and Bridge Committee and County Engineer the authority to purchase right-of-way as presented.
Robert Amling 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. Chairman Frazier congratulated Mr. Spesard on his acquisition of 1.4 million dollars in grant monies to replace a bridge on Neoga Road.

At this time, Board member Robert Amling stated that he and Board member Roger Pauley had spoken to Terry Klein, Pana City Clerk, regarding the process in which the Pana City Council annexed the Lake Pana properties on the Shelby County side into the City of Pana. Discussion followed. Finance Committee Chairman Jim Warren stated that the Shelby County State's Attorney should discuss the issues with the Christian County State's Attorney Tom Finks and the City of Pana's Attorney.

MOTION: Jim Warren respectfully requested State's Attorney Allan Lolie address the issue of changes made by the City of Pana regarding the Lake Pana Annexation of properties on the Shelby County side into the City of Pana; that these be reviewed and discussed with Shelby County as presented.
Robert Jordan seconded the motion.

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

Zoning Administrator Chuck Stanley updated the Board on the activities of the Zoning Department. Mr. Stanley highlighted the Zoning monthly report. Mr. Stanley presented a Resolution for rezoning from Agriculture to Industrial approximately 10 acres (PID's 1812-13-00-200-005 and 1812-13-00-200-015) by applicant Shelby County Community Services to establish an industrial warehouse. The Planning Commission and Zoning Board of Appeals recommended approval of the rezoning.

MOTION: Robert Behl made motion to approve the Resolution to rezone the above-stated parcels from Agriculture to Industrial as presented.
Richard Reynolds seconded the motion.

Chairman Frazier stated that the City of Shelbyville intends to annex this track into the City of Shelbyville and that the property is surrounded by City property. Chairman Frazier believes that it is the City's intent to include this property in their proposed TIF district and that the increase in tax revenues from properties in the TIF district will go to the TIF district. It was noted that the TIF district boundaries have not been defined yet. Mr. Gloede stated that Shelby County Community Services would not be requesting that this property be annexed into the City. A lengthy discussion followed.

MOTION: Fred Doerner made motion to amend the above-stated motion to state that this property be excluded from the TIF district.

Mr. Lolie informed the Board that they were to address the zoning issue. The motion died for lack of a second. Chairman Frazier called for the vote on the motion that was on the floor.

VOTE: All voted aye with the exception of one nay vote and the motion passed.

The TIF district discussion continued. Jim Warren and Robert Amling will look into what the intentions of the TIF district are. Mr. Stanley noted that he will attend a hearing in Christian County regarding the topic of mobile homes on permanent foundations. Mr. Lolie is waiting on clarification from State's Attorney Finks on the rumored lawsuit regarding this. Before Shelby County proceeds, Mr. Lolie will make sure they are on sound legal footing to do so.

At this time, Chairman Frazier regretfully accepted Mr. Stanley's resignation as Zoning Administrator. Mr. Stanley will stay on until a replacement is found.

Chairman Frazier called for Committee Reports.

Floyd Storm, Chairman of the Law Enforcement Committee, stated that Sheriff Miller hired a new employee, purchased two squad cars and may purchase another.

Larry Lenz, Chairman of the Fees and Salaries Committee, stated the Committee recommends setting compensation for the Circuit Clerk and Supervisor of Assessments at \$52,580.00 and Coroner at \$25,290.00. Mr. Lenz noted compensation must be set 180 days before the re-election of said officers.

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MOTION: Ken Barr made motion to approve the recommendation of the Fees and Salaries Committee to set compensation for the Circuit Clerk and Supervisor of Assessments at \$52,580.00 and Coroner at \$25,290.00.
Norma Stewart seconded the motion.

Chairman Frazier stated that he wanted to commend the officers; that they were very cooperative. It was noted they wished they could pay them a lot more but could not in light of the current financial position and projected revenue losses the next fiscal year. Discussion followed. Answering a question about why the percentage of raise was higher for one and not the other, Chairman Frazier stated that salaries for these officers were compared to other neighboring counties comparable in size. Continuing, he stated that there is a wide variance in salaries between these office holders and the other office holders who salaries will come up in two years – that there is a big difference there and they were trying to equalize that out. It was noted that the office holders agreed to the increase. At this time, Chairman Frazier called for a roll call vote.

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

Continuing with Committee reports, Ralph May, Chairman of Public Buildings Committee, stated another committee meeting is scheduled for March 19th to discuss the building.

Giving the Board a few updates, Liquor Commissioner Chairman Frazier informed the Board that Lewis and Amy Whetzel had sold Angler Bait Shop. The Whetzel's liquor license has been cancelled. A liquor license has been issued to the new owners, Paul and Judith Heyob, pro-rated to August 31, 2008. An ESDA report has been provided to the Board by Gary Bryant, ESDA Director.

At this time, Chairman Frazier requested the following appointments:

Shelby County Farmland Committee appoints Dale Short, David Yarnell and Don Hennings, Jr.

MOTION: Glenn R. "Dick" Clark made motion to approve the Chairman's request for the above-stated appointments.
Barbara Bennett seconded the motion.

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

Thank you notes were read from Public Defender Bobby Swiney and Cancer Care Specialist for memorial sent in memory of Mr. Swiney's father, Donald "Pete" Swiney.


Board member Robin Robertson will research courthouse security and report back to the Board at a later date.

At this time, Chairman Frazier called for Public Body Comment. There was none.

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

MOTION: Glenn R. "Dick" Clark made motion to assess mileage and per Diem for the March meetings, to pay the bills and payroll as approved by the Committees and adjourn until the next regular meeting to be held on April 9, 2008.
Ralph May seconded the motion.

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


Kathy A. Lantz
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

March 12, 2008 SESSION

		ROLL CALL			QUESTIONS									
			3 / 12 / 2008	1 / 200	<i>ON MOTIONS TO ACT Compensation for elected officials to take office Dec. 1, 2008</i>		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓		✓									
110	BARR, KENNETH	50	✓		✓									
116	BEHL, ROBERT H.	42	✓		✓									
117	BENNETT, BARBARA	40	✓		✓									
133	CLARK, GLENN "DICK"	12	✓		✓									
	DOERNER, FRED		✓		✓									
214	DURBIN, JESSE	12	✓		✓									
490	FRAZIER, GEORGE		✓		X									
177	HAYDEN, RICHARD	44	A		A									
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	✓		✓									

*18 ayes
1 nay
2 absent
X not voting
motions passed*

06-0311-00BK

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____
PETITION _____
AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE



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 06-03113-00 BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C97-024-08	BROS 173 (157)				

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 367 Length 200 feet
 Termini 1.5 miles North of Mode over Richland Creek

Current Jurisdiction Clarksburg Township Existing Str. No 087-3290

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	276,800	(80)	55,360	(16)	13,840	(4)	346,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	19,376	(80)	4,844	(20)	24,220
Right of Way	()	()	0	()	0	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
TOTAL	\$ 276,800		\$ 74,736		\$ 18,684		\$ 370,220

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 13840 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 tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

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 3-12-08
 TIN Number 376200119

APPROVED

State of Illinois
 Department of Transportation
 [Redacted]
 Milton R. Sees, Secretary of Transportation
 Date 6/4/08
 [Redacted]
 Christine M. Reed, Director of Highways/Chief Engineer
 [Redacted]
 Ellen J. Schanzle-Haskins, Chief Counsel
 [Redacted]
 Ann L. Schneider, Director of Finance and Administration

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

JURISDICTIONAL ADDENDUM NO. 2

County	Shelby
Road District	Clarksburg
Section	06-03113-00 BR
Project	Bridge Replacement

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

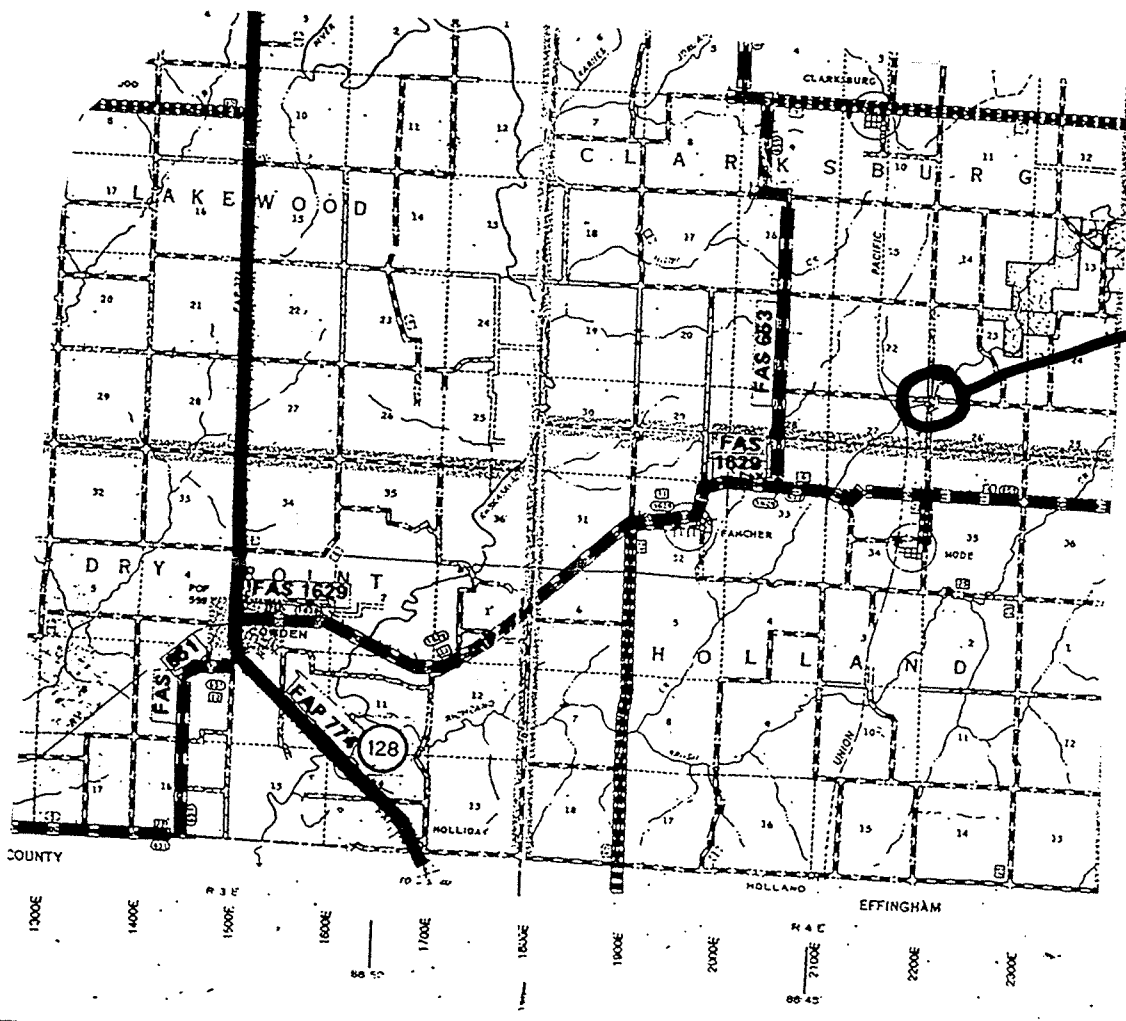


Highway Commissioner
Clarksburg Road District

5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING

IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



NEW BRIDGE
087-3250



LOCATION MAP

06-03113-00 BR

ADDENDUM NO. 1

03-15121 2013

TO: THE SHELBY COUNTY BOARD

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


RESOLUTION _____

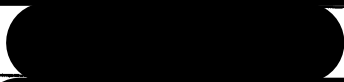
PETITION _____


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 Cont.	RR Force Account
Section 03-15127-00 BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C97-058-07	BROS-173 (149)				

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 320 Length 850 feet
 Termini 3 miles northwest of Village of Stewardson over Brush Creek

Current Jurisdiction Prairie Township Existing Str. No 087-3204

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	147,200	(80)	29,440	(16)	7,360	(4)	184,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()	10,304	(80)	2,576	(20)	12,880
Right of Way		()	0	()	0	()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 147,200		\$ 39,744		\$ 9,936		\$ 196,880

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 7360 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 
 Date 3-12-08
 TIN Number 376200119

APPROVED

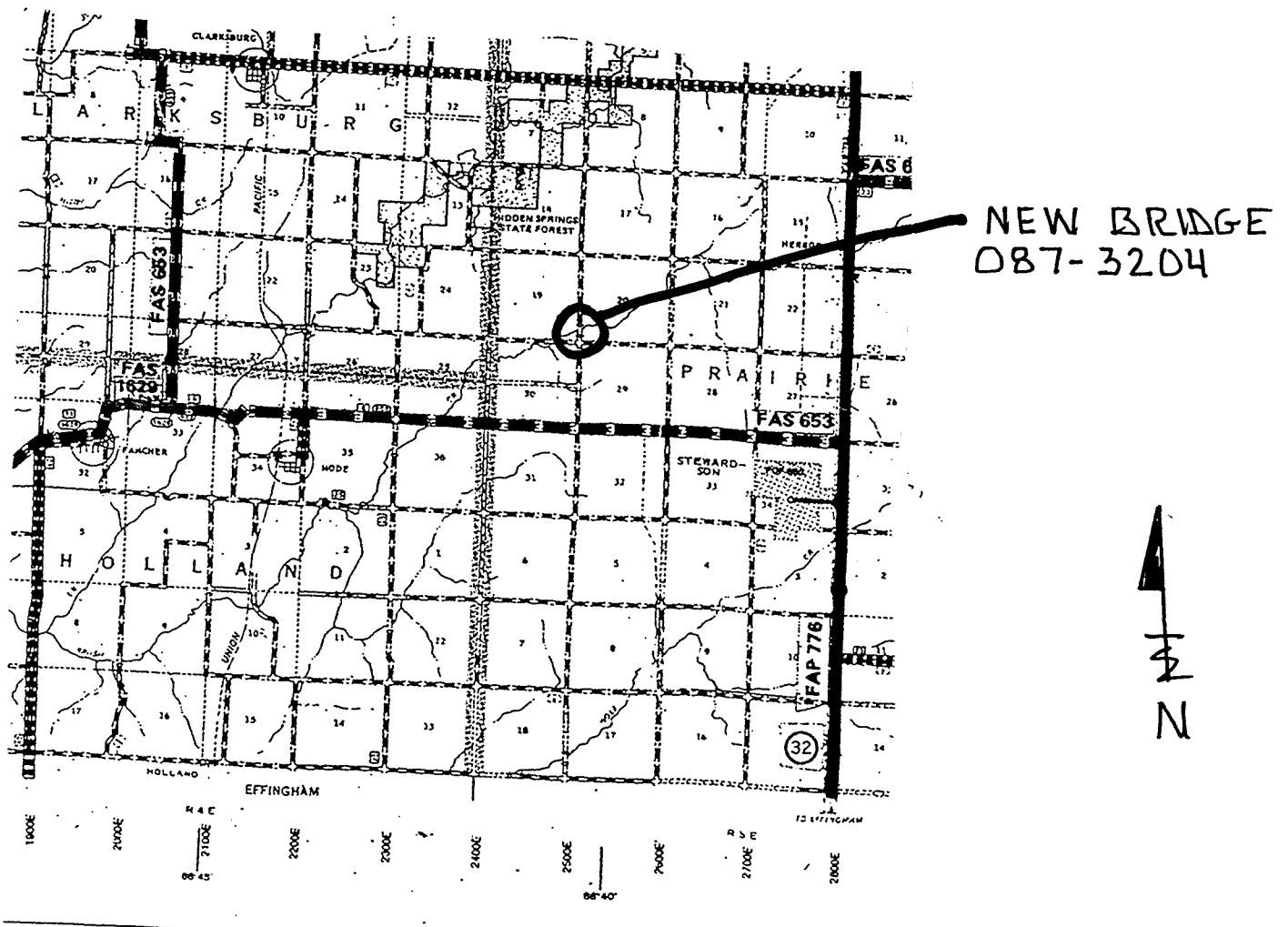
State of Illinois
 Department of Transportation

Christine M. Reed, Secretary of Transportation
 Date 5/7/08

Christine M. Reed, Director of Highways/Chief Engineer
N/A
Ellen J. Schanzle-Haskins, Chief Counsel
N/A
Ann L. Schneider, Director of Finance and Administration

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

5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING

IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



LOCATION MAP

03-15127-00 BR

ADDENDUM NO. 1

JURISDICTIONAL ADDENDUM NO. 2

County	Shelby
Road District	Prairie
Section	03-15127-00 BR
Project	Bridge Replacement

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



Highway Commissioner
Prairie Road District

oilward


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 - 06

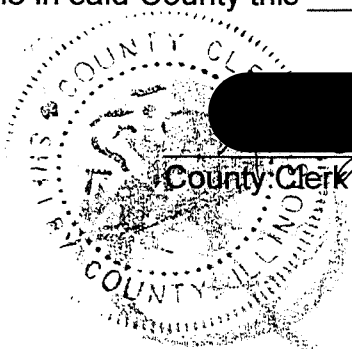
BE IT RESOLVED BY THE SHELBY COUNTY BOARD that the following items of material for the maintenance of Section 08-00000-00-GM be awarded to Howell Paving, Inc. Mattoon, IL. These were submitted at a letting held on March 7, 2008.

76,700 GALS	BITUMINOUS MATERIAL SEAL COAT: HFE-150 ASPHALT EMULSION	\$1.595/GAL \$122,336.50
5,900 GALS	BITUMINOUS MATERIAL SEAL COAT: HFE-300 ASPHALT EMULSION	\$1.595/GAL \$9,410.50
1,500 GALS	MC-30 OR MC-70 LIQUID ASPHALT (F&A)	\$2.95/GAL \$4,425.00
500 TONS	M 19-07	\$53.50/TON \$26,750.00

STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

I, Kathy A. Lantz County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Shelby County at its regular meeting held in Shelbyville, Illinois on March 12, 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 12th day of March 2008 A.D.



R-O-W
Moweaqua
04-10100-00BR




TO: THE SHELBY COUNTY BOARD

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

RESOLUTION X
PETITION _____
AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

RESOLUTION NO. 2008 - 07


Whereas, The Shelby County Board resolves that additional Right-Of-Way is required for the construction of Section 04-10100-00-BR in Shelby County & 04-12112-00-BR in Christian on TR-50 in Moweaqua Township.

Now therefore, be it resolved, that the Shelby County Board give the Road & Bridge Committee authority to review and approve appraisals; that the County Engineer be given authority to negotiate the right-of-way and that the Road and Bridge Committee be authorized to review and approve or disapprove any counter offer obtained during the negotiations.

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

I Kathy Lantz County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on March 12, 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 12th day of March A.D. 2008.



COUNTY CLERK, SHELBY COUNTY



**SHELBY COUNTY BOARD MEETING
ZONING INFORMATION**

March 12, 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.
- 14 Building Permits were issued during February,
- 4 Building Permit inspections were accomplished.
- 2 Building Permit verifications were accomplished.
(Details attached).

If you have questions or comments, please ask.

Very Respectfully,
Chuck Stanley

FEBRUARY INSPECTIONS LOG

5-Feb	Ulmer, Scott - Inspection	5
8-Feb	Docherty, William - Inspection	35
15-Feb	Probst, Troy - Inspection	44
19-Feb	Harper, Kelly - Inspection	23
20-Feb	Hubner, Steven - Verify Building Permit	20
29-Feb	Galvin, Donald - Verify Building Permit	26

2008 Building Permit Log

Permit #	Date	Name	Parcel #	TOWNSHIP	Bldg TYPE	FEE
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
08-004	2/5/2008	Syslo, John	2013-22-00-400-035	Shelbyville	Residence	\$175.00
08-005	2/8/2008	Burgener, Brad	0603-17-00-100-002	Flat Branch	Access Bldg	NC
08-007	2/11/2008	Mueller, John	0825-01-00-300-003	Holland	Residence	\$175.00
08-008	2/26/2008	Burris, Monroe	0603-04-01-101-017	Flat Branch	Residence	\$175.00
08-009	2/26/2008	Boyer, Phillip	1614-33-00-200-008	Richland	Residence	\$175.00
08-010	2/29/2008	Galvin, Donald	1707-11-00-100-011	Ridge	Residence	

**Zoning Administration
Monthly Report
2008**

	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
Building Permits													
Residence (Mobile, Modular, and Constructed)	175	875	0	0	0	0	0	0	0	0	0	0	1050
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
Zoning Applications													
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
Sub Divisions Preliminary Plat Final Plat	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0
Fees Received	\$ 550.00	\$ 875.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425.00
Last Year	\$ 1,950.00	\$ 1,100.00	\$ 1,700.00	\$ 2,165.00	\$ 2,900.00	\$ 1,620.00	\$ 2,375.00	\$ 1,750.00	\$ 1,105.05	\$ 1,715.00	\$ 1,110.00	\$ 525.00	\$ 16,965.05

Resolution Number: 2008 - 08

Applicant: Shelby County Community Services

Whereas, rezoning of property of Shelby County Community Services is rezoned from Agriculture to Industrial to accommodate the construction of an industrial warehouse as follows:

Rezone the following property from Agriculture to Industrial to establish an industrial warehouse on Parcel Numbers 1812-13-00-200-005 and 1812-13-00-200-015 located at S13 T11N R3E E ½ of HWY S OF RR W SIDE SW NE (7.15 acres) and S13 T11N R3E S OF RR N END E SIDE N OF HWY SW NE EXE 94' X 216' IN SE COR (3.14 acres).

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

NOW, THEREFORE, BE IT HEREBY RESOLVED by the County Board of Shelby County assembled this 12^h day of March, 2008, that the rezoning request for the said real estate be approved.

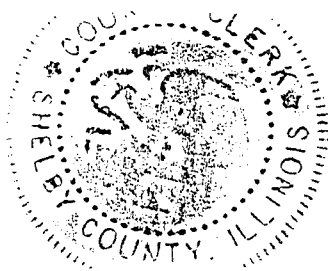
BE IT FURTHER RESOLVED that the Zoning Administrator be, and he is, hereby directed to issue Notice of Rezoning Approval to the owner of the said real estate.

Duly adopted and approved this 12th day of March, 2008


George Frazier, Chairman
Shelby County Board

ATTEST:


Kathy Lantz, Shelby County Clerk



August 2007

2007 – 2008* LIQUOR LICENSES ISSUED TO:

2007-01	ANGUS LINKS, LLC. R. # 1 - Box 36-B Windsor, IL. 61957 459-2805	ASH GROVE TOWNSHIP
2007-02** <u>CANCELLED</u> <u>3/1/2008</u>	ANGLER BAIT SHOP, INC. Lewis and Amy Whetzel R. # 4 - Box 217-D Shelbyville, IL. 62565 756-3156	OKAW TOWNSHIP
2007-03	OAK TERRACE Beyers Lake Estates, Inc. 100 Beyers Road Pana, IL. 62557 539-4477	OCONEE TOWNSHIP
2007-04	LEPRECHAUN LANDING Tracey and Virgil Jones R. # 1 - Box 299 Windsor, IL. 61957 459-2240	WINDSOR TOWNSHIP
2007-05 2007-06	EAGLE CREEK RESORT, LLC Eagle Creek State Park R. # 1 – PO Box 230 Findlay, IL. 62534 756-3456	OKAW TOWNSHIP
2007-07 2007-08	VAHLING VINEYARDS Dennis Vahling RR 1 Box 51 Stewardson, IL 62463 682-5409	PRAIRIE TOWNSHIP
2007-09 2007-10	WILLOW RIDGE VINEYARDS Louis and Christina Donnel RR 2 Box 344 Shelbyville, IL 62565 738-2323	RIDGE TOWNSHIP
2007-11***	ANGLER BAIT SHOP, INC. Paul and Judith Heyob R. # 4 - Box 217-D Shelbyville, IL. 62565 756-3156	OKAW TOWNSHIP

Fiscal Year 2007 - 2008

License 9/01/2007 to 8/31/2008

*Revised 3/1/2008

**2007-02 Voided – Business Sold

*** 2007-11 Pro-rated 3/1/2008 – 8/31/2008

2006 PAYABLE 2007
TAX DISTRIBUTION SUMMARY

REAL ESTATE TAXES BILLED		\$ 20,592,436.54
MOBILE HOMES COLLECTED		93,952.86
FORFEITED TAXES COLLECTED		20,756.24
CERTIFICATE OF ERRORS		-82,029.40
INTEREST EARNED		30,696.27
PROPERTY TAX APPEAL REFUNDS		-37,086.78
CURRENT FORFEITED		-15,449.90
IN LIEU OF TAXES		20,519.26
		20,623,795.09

COUNTY	16.06%	3,310,872.05
AMBULANCE	.25%	50,293.95
FIRE DISTRICTS	3.67%	759,581.47
OTHER	.27%	55,456.34
SCHOOLS	59.45%	12,259,512.33
LIBRARIES	.77%	157,470.31
MTA'S	.12%	28,725.27
TOWNSHIPS	12.47%	2,571,649.41
VILLAGES AND CITIES	6.94%	1,430,233.96
	100.00%	20,623,795.09

CORPORATE (GENERAL FUND)		696,803.06
I.M.R.F.		603,844.24
COUNTY HIGHWAY		258,075.18
COUNTY BRIDGE		129,037.53
MENTAL HEALTH		387,112.69
FEDERAL AID MATCHING		129,037.53
COUNTY HEALTH		320,013.19
TORT		271,753.15
SOCIAL SECURITY		246,590.81
EXT. EDUCATION		70,764.26
UNEMPLOYMENT		15,097.38
WORKMEN COMP		140,909.06
AIRPORT		41,833.97
		3,310,872.05

Shelby County Treasurer
 Monthly Report of Investments
 As of: March 1, 2008
 Bank Balance: \$12,174,903.43

Passbooks, Money Markets,
& Certificates of Deposits

Checking & Cash

\$ 614,377.98	MMD		
\$ 1,484,972.48	MMD	General Fund	\$ 2,000.00
\$ -			
\$ -		County Payroll Clearing	\$ 17,933.49
\$ -			
\$ -		Section 105 Claims	\$ 1,000.00
\$ -			
\$ 315,825.78	PB	County Health Fund	\$ -
\$ 114,054.46	CD		
\$ 12,333.54	MMD	County Health-TB	\$ -
\$ -			
\$ 36,179.87	MMD	Animal Control Fund	\$ 34,879.60
\$ 22,522.45	MMD		
\$ 78,656.46	PB	Ambulance Fund	\$ -
\$ 146,395.82	MMD		
\$ 753,344.18	MMD	Mental Health Fund	\$ -
\$ -			
\$ 271,412.60	PB	IMRF Fund	\$ -
\$ -			
\$ 148,820.03	PB	Social Security Fund	\$ -
\$ 54,223.67	CD & MMD		
\$ 14,204.78	PB	Indemnity Fund	\$ -
\$ -			
\$ 2,511.04	PB	Court Security Fund	\$ -
\$ -			
\$ 197,752.51	MMD	County Bridge Fund	\$ -
\$ -			
\$ 62,632.23	PB	County Highway Fund	\$ -
\$ -			
\$ 136,339.47	MMD	FASM Fund	\$ -
\$ -			
\$ 566,267.77	MMD	County Motor Fuel Tax Fund	\$ -
\$ -			
\$ 9,087.13	PB	Tourism Fund	\$ -
\$ 93,497.42	CD & MMD		
\$ 46,163.39	PB	Probation Fund	\$ -
\$ 55,214.81	CD & MMD		
\$ 72,420.41	PB	Assist Court Fund	\$ -
\$ -			
\$ 846.47	PB	Law Library Fund	\$ -
\$ -			
\$ 81,740.75	PB	Automation Fund	\$ -
\$ -			
\$ 56,155.67	PB	Recording Fund	\$ -
\$ -			
\$ 11,442.30	PB	Drug Traffic Fund	\$ -
\$ -			
\$ -		Airport Fund	\$ 742.67
\$ 237,612.20	CD & MMD		
\$ 347,851.94	MMD	Home Nursing Fund	\$ -
\$ -			
\$ -		W.I.C. Fund	\$ 24,358.06
\$ -			
\$ 145,115.13	MMD	Local Bridge Fund	\$ -
\$ -			
\$ -		Township Bridge Fund	\$ 11,519.58
\$ -			
\$ -		Township Construction Fund	\$ 714.05

CERTIFICATE OF DEPOSITS
March 1, 2008

General Fund(001) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>614,377.98</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>36,179.87</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>22,522.45</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>146,395.82</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>9,223.67</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>93,497.42</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>214.81</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>112,612.20</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>281,530.51</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>78,828.52</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 08/03/2008	
3.5% Interest	\$ <u>114,054.46</u>

CERTIFICATE OF DEPOSITS
March 1, 2008

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 08/15/2008 3.25% 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 08/21/2008 2.75% Interest	<u>\$ 125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .65% Interest	<u>\$ 204,584.68</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 20555 Matures 10/17/2008 5.15% Interest	<u>\$ 1,057,557.88</u>
TOTAL	<u>\$ 2,996,580.27</u>