

May 7, 2008

SHELBY COUNTY BOARD MEETING AGENDA

May 14, 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 Paul B. Brooks to County Board District 10 Vacancy
5. Freddie Fry, Tourism Director – Lincoln Storyboard/Grants Update
6. Linda Mitchell, CEFS Program Director – Resolution Downstate Public Transportation Act
7. Chairman Frazier – Resolution to Support SCCS's Request for Capital Assistance Grant Section 5310 to Provide Public Transportation County Elderly and/or Handicapped Citizens
8. Chairman Frazier – Set Compensation County Board and County Officials
9. County Clerk Kathy Lantz - Resolution Married Families Domestic Violence Fund
10. County Clerk Kathy Lantz – Lakewood Polling Place Changes
11. County Highway Engineer Alan Spesard – Highway Engineer's Report
12. Zoning Administrator Chuck Stanley – Zoning Report
13. Committee Reports
14. Chairman Frazier Updates
15. Chairman Frazier Appointments
16. Correspondence
17. Public Body Comment
18. Adjournment

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

REMINDER: Please silence cell phones during Board Meeting

SHELBY COUNTY BOARD MEETING

May 14, 2008 – 9:00 A.M.

The Shelby County Board met on Wednesday, May 14, 2008 at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Board Vice Chairman Floyd Storm called the meeting to order and all present recited the Pledge of Allegiance

The Clerk called the roll. George Frazier was absent.

Minutes of the April 9, 2008 Board meeting were presented for approval. Rob Amling noted that Lloyd Spencer was absent last meeting not Lloyd Storm.

MOTION: Robert Amling made motion to approve the minutes with the above noted correction of the April 9, 2008 Board meeting.
Richard Reynolds seconded the motion.

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

Vice Chairman Storm appointed Paul Brooks to serve the unexpired term (until the next General Election) of Lloyd Spencer who recently resigned from the Board. Mr. Brooks took the Oath of Office administered by County Clerk Kathy Lantz and was seated.

Freddie Fry, Tourism Director, updated the Board on the Lincoln Story Boards to be placed in Shelby County. Mrs. Fry requested the help of County Engineer Alan Spesard in the placement of signs. Mr. Spesard graciously agreed to help.

Linda Mitchell, C.E.F.S. Program Director, addressed the Board to request approval of a Resolution that Shelby County enter into a Downstate Public Transportation Operating Assistance Agreement and amend such agreement if required for fiscal year 2008, with the State of Illinois, in order to obtain grant assistance under the provisions of the Downstate Public Transportation Act.

MOTION: Robin Robertson made motion to approve the C.E.F.S. Resolution for the Downstate Public Transportation Operating Assistance Agreement as presented.
Jim Warren seconded the motion.

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

Josh Shallenberger, Vice President, Finance and Office Services - Shelby Electric Cooperative spoke regarding the Community Wireless Broadband Pilot Project. Mr. Shallenberger requested the Board's approval to place the repeater on the Courthouse roof for this project. Discussion followed. Sheriff Mike Miller stated this project will benefit the Sheriff's Department as well. State's Attorney Allan Lolie will review the agreement before it is signed.

MOTION: Robert Amling made motion to approve the request to place a repeater on the roof of the Courthouse provided Mr. Lolie approves the agreement.
Glenn R. "Dick" Clark seconded the motion.

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

At this time, Linda Hubbartt introduced herself as the new Director of Shelby County Community Services (SCCS). Ms. Hubbartt requested the approval of a Resolution supporting SCCS in its pursuit to acquire an Illinois Department of Transportation (IDOT) grant. SCCS has the opportunity to seek a grant from the Illinois Department of Transportation to replace one IDOT funded vehicle and to replace one of this agency's vehicles.

MOTION: Barbara Bennett made motion to approve the request to support SCCS in its pursuit to acquire an IDOT grant as presented.
Ralph May seconded the motion.

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

At this time, Vice Chairman Storm requested a Closed Session for statutory citation 5 ILCS 120/2(C) (2) - to discuss compensation issues.

MOTION: Richard Reynolds made motion to adjourn the regular meeting and convene to Closed Session.
Paul Hoene seconded the motion.

VOTE: Roll Call Vote:
Aye: Amling, Barr, Behl, Bennett, Brooks, Clark, Doerner, Durbin, Hayden, Hoene, Jordan, Lenz, May, Pauley, Reynolds, Robertson, Roessler, Sims, Stewart, Warren
Nay: None
Absent: Frazier
Not Voting: Storm
Motion Carried

CLOSED SESSION OF THE SHELBY COUNTY BOARD.

The Closed Session was ended, the doors opened and spectators were allowed to return to the meeting. There was no action taken in closed session.

MOTION: Barbara Bennett made motion to adjourn the Closed Session and to reconvene the regular session of the County Board meeting.
Larry Lenz seconded the motion.

VOTE: Roll Call Vote:
Aye: Amling, Barr, Behl, Bennett, Brooks, Clark, Doerner, Durbin, Hayden, Hoene, Jordan, Lenz, May, Pauley, Reynolds, Robertson, Roessler, Sims, Stewart, Warren
Nay: None
Absent: Frazier
Not Voting: Storm
Motion Carried

MOTION: Fred Doerner made motion to leave salaries as set.
Robert Jordan seconded the motion.

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

Mrs. Lantz presented the Married Families Domestic Violence Fund Resolution increasing marriage license from \$20.00 to \$25.00, effective June 1, 2008 (PA 95-711). The five dollar (\$5.00) increase will be remitted by the Clerk to the State Treasurer for this fund.

MOTION: Robert Amling made motion to approve the Married Families Domestic Violence Fund Resolution increasing marriage license \$5.00 as presented.
Richard Hayden seconded the motion.

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

A request by the Lakewood Precinct Election Judges and the Lakewood United Methodist Church Administrative Counsel to change the Lakewood Precinct polling place from the Township Building to the church was presented by Mrs. Lantz.

MOTION: Richard Hayden made motion to approve changing Lakewood Precinct's polling place to the Lakewood United Methodist Church as presented.
Glenn R. "Dick" Clark 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 Preliminary Engineering Services Agreement between Shelby County and Allen Henderson and Associates, Inc. for the Prairie Township Bridge (#087-3123) Project. Cost share is 80% State, 20% shared equally between the County and Township.

MOTION: Norma Stewart made motion to approve the Preliminary Engineering Services Agreement between the County and Allen Henderson and Associates, Inc. for the Prairie Township Bridge (#087-3123) Project as presented.
Paul Hoene 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 of Shelbyville Township Bridge (#087-3170) Project. Cost share is 80% Federal, 16% State and 4% to be shared between the County and Township. Shelbyville Township has agreed to pay more than their usual half share this time.

MOTION: Barbara Bennett made motion to approve the Local Agency Agreement for funding on the Shelbyville Township Bridge (#087-3170) Project as presented.
Richard Reynolds seconded the motion.

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

Shelby County Board Meeting
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Ending his report, Mr. Spesard gave the Board some highlights and updates on the work in the County Highway Department. Discussion followed. The Spring Conference for Highway Commissioners will be held beginning at 9:00 A.M. this Friday.

Zoning Administrator Chuck Stanley updated the Board on the activities of the Zoning Department. Mr. Stanley highlighted the Zoning monthly report. A Resolution for a Variance was requested by applicants Alan and Brenda Reynolds. The variance would allow less width requirements than allowed by the Zoning Ordinance to place a residence on parcel 1208-34-00-300-021 in Okaw Township (see resolution for legal description). Zoning Committee Chairman Glenn R. "Dick" Clark explained further that this property was in compliance with zoning regulations before the new zoning ordinance came into effect. Mr. Clark stated that the Planning Commission and Zoning Board of Appeals recommended approval of the variance request.

MOTION: Glenn R. "Dick" Clark made motion to approve the Variance Resolution for Alan and Brenda Reynolds for parcel #1208-34-00-300-021 as presented.
Fred Doerner seconded the motion.

Discussion followed. Mrs. Reynolds answered questions from the Board. Vice Chairman Storm called for the vote.

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

Vice Chairman Storm called for Committee Reports.

Zoning Committee Chairman Glenn R. "Dick" Clark informed the Board that applications for the Zoning Administrator position are being reviewed.

Barbara Bennett, Insurance Committee Chairperson, stated that she had spoken with Bob Verdun, Shelbyville Unit #4 Superintendent, regarding the Lincoln Debate Portrait on loan to us by the school district and hanging in Courtroom A. Mr. Verdun stated that the portrait is the schools responsibility. Mr. Verdun will have the school's insurance put a line item on their policy and he would take care of it.

Law Enforcement Committee Chairman Floyd Storm stated that two of the three new squad cars for the Sheriff's Department had arrived and were being detailed.

At this time, Vice Chairman Storm requested the following appointments:

Cooperative Extension re-appoints Roger Pauley, Floyd Storm and Robert Behl.

Eastern Illinois Economic Development Authority appoints Jim Looft.

Tri County Fire Protection District re-appoints John Hutchinson, Trustee.

Windsor Fire Protection District re-appoints Ken Drollinger, Trustee.

Strasburg Fire Protection District re-appoints John Beldon, Trustee.

Stewardson Fire Protection District re-appoints David Friese, Trustee.

Tower Hill Fire Protection District re-appoints Floyd Hinton, Trustee.

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

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

Under correspondence, Vice Chairman Storm stated that a letter had been received from State Senator Bill Brady. Senator Brady's letter informed the Board that he supported the recall amendment allowing Illinois citizens the right to vote on amending the State Constitution which was defeated. Senator Brady asked that the Board support a resolution for an advisory recall referendum for the voters in Shelby County this November.

MOTION: Robert Amling made motion to approve the advisory recall referendum for the voters in Shelby County this November.
Fred Doerner seconded the motion.

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

At this time, Vice Chairman Storm called for Public Body Comment.


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Jim Looft, County Extension Director, informed the Board that the Cooperative Extension office had received their state funds.

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 May meetings, to pay the bills and payroll as approved by the Committees and adjourn until the next regular meeting to be held on May 14, 2008.
Fred Doerner seconded the motion.

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


Kathy A. Lantz
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

May 14, 2008 SESSION

*motion to leave
compensation for
County Board 7
County Board
as per below*

		ROLL CALL			QUESTIONS									
		MILEAGE	5/14/2008 A.M.	1/200 P.M.	ON MOTIONS TO <i>convene to special session</i>		ON MOTIONS TO <i>recruitment of employees to regular session</i>		ON MOTIONS TO <i>leave from 3:30 to 4:00</i>		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS					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	✓		✓		✓			✓				
	BROOKS, PAUL <i>sworn in & seated</i>		✓		✓		✓			✓				
133	CLARK, GLENN "DICK"	12	✓		✓		✓			✓				
	DOERNER, FRED		✓		✓		✓		✓					
214	DURBIN, JESSE	12	✓		✓		✓		✓					
490	FRAZIER, GEORGE		<i>a</i>		<i>a</i>		<i>a</i>		<i>a</i>					
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	✓		✓		✓			✓				
137	STEWART, NORMA J.	52	✓		✓		✓		✓					
291	STORM, FLOYD <i>conducted meeting</i>	32	✓		X		X		X					
329	WARREN, JAMES	28	✓		✓		✓			✓				

*20 ayes ✓
x not voting
1 absent.*

*12 ayes
8 ayes
x not voting
motion passed.*

STATE OF ILLINOIS)
) SS
SHELBY COUNTY)

OFFICIAL OATH

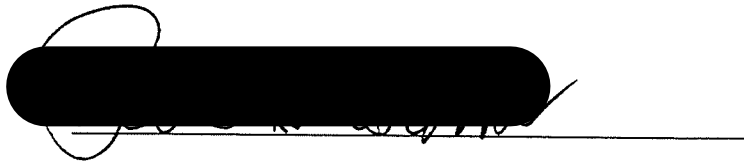
I, **PAUL B. BROOKS**, having been APPOINTED to the office of
SHELBY COUNTY BOARD DISTRICT #10

May 14th – November 30th, 2008
(to fill the vacancy created by the resignation of Lloyd Spencer)

in the County of Shelby, in the State of Illinois, DO SOLEMNLY SWEAR or AFFIRM,
that I will support the Constitution of the United States of America and the Constitution
of the State of Illinois and will faithfully discharge the duties of the office of

SHELBY COUNTY BOARD DISTRICT #10

to the best of my ability.



Signed and Sworn To, or Affirmed before me this 14th day of May, A. D. 2008.





(Official Title) *County Clerk*

RESOLUTION 2008 - 14

Resolution authorizing application of and execution for Public Transportation Financial Assistance Contract under the provision of the Downstate Public Transportation Act (30 ILCS 740/2-1, et seq.)

WHEREAS, the provision of the public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, the Downstate Public Transportation Act makes funds available to keep offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

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

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

1. Shelby County enter into a Downstate Public Transportation Operating Assistance Agreement and amend such agreement if required for fiscal year 2008, with the State of Illinois in order to obtain grant assistance under the provisions of the Downstate Public Transportation Act (30 ILCS 740/2-1, et seq.)
2. That the Chairman of the Shelby County is hereby authorized and directed to execute the Agreement or its amendments on behalf of Shelby County.
3. That the Chairman of the Shelby County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement, its amendment(s) and to receive the Grant.

PRESENT and ADOPTED this 14th day of May, 2008


Secretary

ATTEST:


Vice Chairman

Shelby County Board

No. 2008-15
RESOLUTION

WHEREAS, the Shelby County Community Services provides transportation in Shelby County to challenged adults; and

WHEREAS, Shelby County Community Services has the opportunity to seek a grant from the Illinois Department of Transportation to replace one IDOT funded vehicle and to replace one of this agency's vehicles.

THEREFORE, be it resolved that the Shelby County Board wholeheartedly supports Shelby County Community Services in its pursuit to acquire an Illinois Department of Transportation grant.

PRESENTED, APPROVED, AND RESOLVED, by the County Board of the County of Shelby, Illinois at regular meeting thereof held on the 14th day of May, 2008, and approved by me as Chairman of the 14th day of May, 2008.

ATTEST

[Redacted Signature]

Kathy Lantz, County Clerk



[Redacted Signature]

George Frazier, Chairman
Shelby County Board

RESOLUTION NO. 2008 - 16

WHEREFORE, the Shelby County Clerk is charged with the duty of issuing marriage license; and

WHEREFORE, the Illinois Legislature had previously set the marriage license fee at \$20.00 for counties with Shelby County's population; and

WHEREFORE, 30 ILCS 5/4-12003 authorizes said marriage license fees to increase to \$20.00 effective June 1, 2008, with \$5.00 of said fee being remitted to the State Treasurer for deposit in the Married Families Domestic Violence Fund.

THEREFORE, BE IT RESOLVED that the Shelby County marriage license issuance fee shall increase to \$25.00 effective June 1, 2008.

Passed and adopted by the County Board of Shelby County, Illinois, this 14th

day of May, 2008.



[Redacted Signature]
Vice-CHAIRMAN - County Board of Shelby County

[Redacted Signature]
COUNTY CLERK OF SHELBY COUNTY

May 6, 2008

Kathy Lantz
Shelby County Clerk
Shelby County Courthouse
Shelbyville, IL 62565

RE: Lakewood Township Polling Place

Dear Mrs. Lantz,

I am writing this letter to inform you that the Lakewood Administrative Counsel of the Lakewood United Methodist Church, Lakewood, Illinois has voted with full approval to allow the voters of Lakewood Township to utilize the church fellowship hall to be used as a polling place for all primaries and elections for Shelby County.

The Church will allow voters to enter into the fellowship hall from the east entrance and to also allow the public to use the parking lots for the purpose of voting. It would be the church's request that entry to the church sanctuary not be allowed.

If you should have any questions regarding this matter, please feel free to contact me at (217) 782-2345. Thank you for your time and attention to this matter.

3-

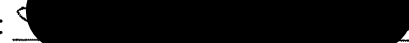
Sincerely Yours,

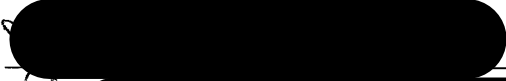
Glenn R. Bieber
Chairman



GRB/dpn

CC: file

Approved:  Election Judge

 Election Judge

 Election Judge

_____ Election Judge

_____ Election Judge

Shelby County Board


P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421


NOTICE TO VOTERS
LAKEWOOD PRECINCT
POLLING PLACE CHANGES

**VOTERS IN LAKEWOOD PRECINCT WILL VOTE
AT THE LAKEWOOD UNITED METHODIST CHURCH,
RR #1 BOX 241, LAKEWOOD, ILLINOIS.**

**Lakewood Precinct polling place change approved
this 14th day of May, 2008 by the Shelby County Board.**



**Floyd Storm, Vice Chairman
Shelby County Board
Shelby County, Illinois**



**Kathy A. Lantz
Shelby County Election Authority**

08-1513 BR
TBP agreement
for Engineering

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












Municipality Shelby County Highway Department	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Allen Henderson and Assoc., Inc.
Township			Address 907 South 4 th Street
County Shelby			City Springfield
Section 08-15131-00-BR			State Illinois 62703

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name T.R. 336 over Wolf Creek

Route T.R. 336 Length ±0.20 Mi. ±1000.00 FT (Structure No. 087-3123 (E))

Termini Beginning at a point near the southeast corner of Section 4, T.9N., R.5E. of the 3rd P.M. and extending north.

Description:

The project provides a replacement structure for the existing structurally deficient bridge. The replacement structure will be a P.P.C. deck beam bridge.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1i, 1j, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	5.00	(see note)
Next \$50,000	9.00	%
Next \$200,000	8.00	%
Next \$200,000	7.00	%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 95 percent of the total fee due under this AGREEMENT based on the approved estimate of cost. The upper and lower limits of the awarded contract for fee determination purposes shall be 107% and 93%, respectively, of the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 95 percent of the amount earned, may be made from time to time as the work progresses.

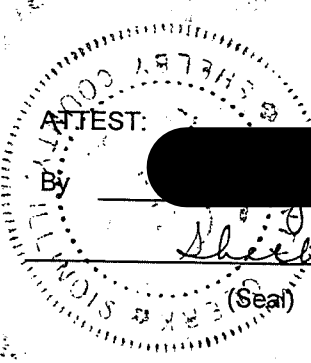
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 130 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 130 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:



Shelby County of the
(Municipality/Township/County)

State of Illinois, acting by and through its

Board of Directors

By [Redacted]
Title Chairman

Executed by the ENGINEER:

Allen Henderson and Associates, Inc.

907 S. 4th Street

Springfield, Illinois

ATTEST:
By [Redacted]
Title Vice-President

By [Redacted]
Title President

Approved

Date
Department of Transportation

Regional Engineer

04-20118 BA
5+ Agreement w/ State
for Construction

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____
PETITION _____
AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[Redacted signature lines]



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Contract	RR Force Account
Section 04-20118-00 BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-079-08	BROS-173(160)				

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 234A Length 800 ft
 Termini 3.7 miles southeast of City of Shelbyville over Jordon Creek

Current Jurisdiction Shelbyville Township Existing Structure No 087-3170

Project Description

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

Division of Cost

Type of Work	BRP	%	TBP	%	LA	%	Total
Participating Construction	296,000	(80)	59,200	(16)	14,800	(4)	370,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()	20,720	(80)	5,180	(20)	25,900
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 296,000		\$ 79,920		\$ 19,980		\$ 395,900

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 \$74,000.00 divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGRE

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

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

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

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

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

THE STATE AGREES:

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

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided such billings contain sufficient 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: Jurisdictional addendum

(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~~ FLOYD STORM
 Title County Board Chairperson - VICE
 County Board Chairperson/Mayor/Village President/etc.
 Signature _____
 Date 5/14/08
 TIN Number 376200119

APPROVED

State of Illinois
 Department of Transportation

 Milton R. Oles, Secretary of Transportation
 Date 5/14/08

 Christine M. Reed, Director of Highways/Chief Engineer

 Ellen J. Scharzle-Haskins, Chief Counsel

 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.

ADDENDUM # 2

Jurisdiction

The ROAD DISTRICT hereby agrees:

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



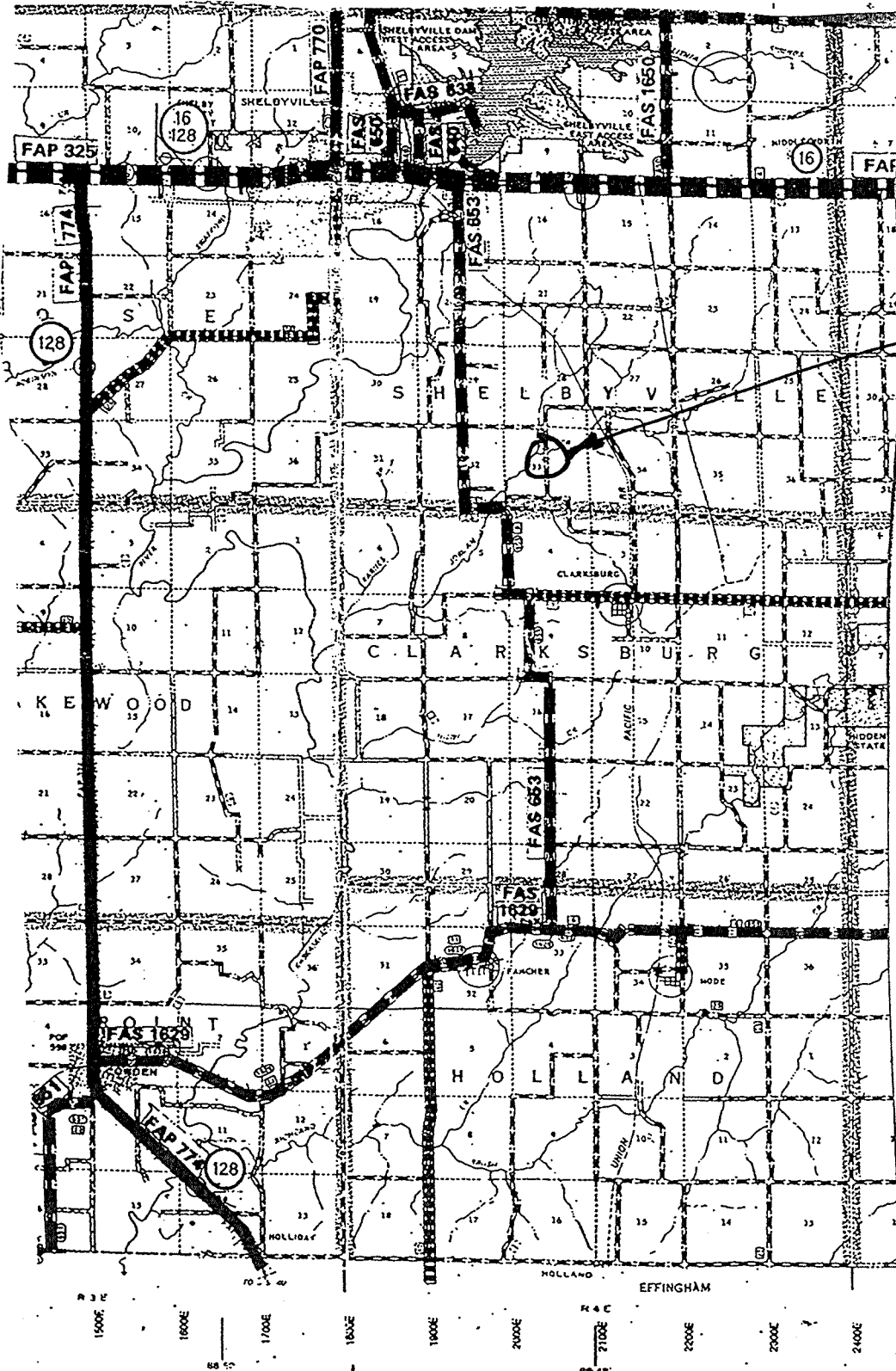
Highway Commissioner

5-14-08

Date

5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

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



BRIDGE
LOCATION



ADDENDUM # 1

LOCATION MAP

**SHELBY COUNTY BOARD MEETING
ZONING INFORMATION**

May 14, 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.
- 6 Residence Building Permits were issued during April.
- 14 Accessory Building Permits were issued “
- 2 Residence Addition Permits were issued “
- 1 Commercial Accessory Building Permit was issued
- 2 Commercial Addition Permits were issued for SEC Towers
- 1 Residential Variance
- 4 Building Permit inspections were accomplished.

If you have questions or comments, please ask.

Very Respectfully,
Chuck Stanley

**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)	1	5	1	6	0	0	0	0	0	0	0	0	13
Additions to Residence	0	0	0	2	0	0	0	0	0	0	0	0	2
Accessory Buildings	1	0	8	14	0	0	0	0	0	0	0	0	23
Grain Bins	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial	0	0	0	3	0	0	0	0	0	0	0	0	0
Zoning Applications													
Rezoning	1	0	0	0	0	0	0	0	0	0	0	0	1
Special Exceptions	0	0	1	2	0	0	0	0	0	0	0	0	0
Variances	0	0	0	1	0	0	0	0	0	0	0	0	0
Sub Divisions													
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
Fees Received	\$550.00	\$875.00	\$1,575.00	\$2,590.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,590.00
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	\$16,985.05

Main Identity

From: "Shelby County Zoning Administrator" <sczone@consolidated.net>
To: "George Frazier" <fraz607@consolidated.net>
Sent: Tuesday, April 29, 2008 10:17 AM
Subject: Zoning Office Considerations

George,

Regardless of who serves as Zoning Administrator I believe the following factors should be considered by the County Board:

- 1) If the Zoning Administrator is expected to implement the Zoning Ordinance to force the rezoning of property in the County, then the County Board can expect to get negative feedback regarding the performance of the Zoning Administrator. Otherwise, eliminate forced rezoning from the Zoning Ordinance.
- 2) The Zoning Office could easily operate on an abbreviated schedule. Open the office from April to October. Keep it closed the rest of the year. April to October have been the most consistent months to collect fees. County residents would have to understand that the new months of operation are cost-cutting measures.
- 3) There are many regions of the County that contain zoning violations, e.g., mobile homes in residential areas such as Hidden Dam subdivision in Okaw Township. This subdivision is replete with mobile homes in a subdivision that is zoned residential. The Zoning Ordinance stipulates that mobile and manufactured homes are to be placed in an Agriculture zoned area only, or a mobile home park. Consider amending the Zoning Ordinance to permit home replacement without regard to zoning.
- 4) Expect that property owners are going to be angry when they are told that RVs are not permitted as living quarters on any property. Otherwise, change the Zoning Ordinance to permit RVs.

Let me know if you wish to discuss these items.

Chuck

APRIL 2008 BUILDING PERMITS

	NAME	PARCEL NUMBER	TOWNSHIP	TYPE PERMIT	FEE
08-022	4/1/2008 Trainor, Charles	1707-19-00-300-001	Ridge	Access Bldg	NC
08-023	4/3/2008 Turnage, Ernest	2409-05-00-300-016	Windsor	Residence	\$175.00
08-024	4/4/2008 Reynolds, Alan	1208-34-00-300-021	Okaw	Variance	\$250.00
08-025	4/7/2008 Krumeich, Gene	1520-31-00-100-003	Prairie	Access Bldg	NC
08-026	4/7/2008 Vogel, Donald	1520-12-00-100-001	Prairie	Access Bldg	NC
08-027	4/9/2008 Schallenberger, Michael	1812-31-00-300-006	Rose	Res Addt	\$125.00
08-028	4/10/2008 Shelby Elec Coop	1812-12-00-200-007	Rose	Cornl Addt Tower	?
08-029	4/10/2008 Shelby Elec Coop	2013-16-00-200-005	Shelbyville	Cornl Addt Tower	?
08-030	4/14/2008 Macari, James	1208-30-00-300-009	Okaw	WECS	?
08-031	4/14/2008 Mayer, Alfred	2409-34-00-300-004	Windsor	Access Bldg	NC
08-032	4/15/2008 Lantz, Scott	1812-10-00-300-004	Rose	Res Addt	\$125.00
08-033	4/16/2008 Karamanos, Theodore	2013-20-00-100-020	Shelbyville	Residence	\$175.00
08-034	4/16/2008 Karamanos, Theodore	2013-20-00-100-021	Shelbyville	Access Bldg	\$125.00
08-035	4/17/2008 Franklin, Roy	2013-14-01-101-021	Shelbyville	Access Bldg	\$125.00
08-086	4/18/2008 Cooper, Ian	0603-03-00-200-007	Flat Branch	Access Bldg	\$125.00
08-037	4/18/2008 Logan, Gregory	2013-12-00-100-008	Shelbyville	Access Bldg	NC
08-038	4/18/2008 McKittrick, Troy	2013-32-00-200-002	Shelbyville	Access Bldg	NC
08-039	4/22/2008 Ulmer, Scott	2013-20-00-100-028	Shelbyville	Access Bldg	\$125.00
08-040	4/23/2008 Hampton, James	1812-14-00-100-006	Shelbyville	Access Bldg	NC
08-041	4/23/2008 Barget, David	0603-08-00-400-013	Flat Branch	Access Bldg	NC
08-042	4/23/2008 Shoaff, Matthew	2013-14-01-101-016	Shelbyville	Residence	\$175.00
08-043	4/24/2008 Baez, Joseph	1208-02-00-300-023	Okaw	Residence	\$175.00
08-044	4/25/2008 Storm, Gary	0918-17-00-400-003	Lakewood	Access Bldg	NC
08-045	4/28/2008 Ruot, Rosemary	2311-31-00-200-004	Tower Hill	Residence	\$175.00
08-046	4/28/2008 Pioneer Hybrid	2311-11-00-400-031	Shelbyville	Cornl Acc Bldg	\$500.00
08-047	4/28/2008 Ulmer, Steven	0115-30-00-300-005	Ash Grove	Access Bldg	NC
08-048	4/29/2008 Jones, Sara	0524-01-00-100-013	Dry Point	Mobile Home	\$175.00
08-049	4/30/2008 Reimer, Don		Shelbyville	Zoning Ord	\$15.00
08-050	4/30/2008 Pinson, Tim	1812-22-00-100-006	Shelbyville	Spec Exception	\$150.00

Resolution Number: 2008 - 17

Applicant: Alan & Brenda Reynolds

Whereas, petition by Alan & Brenda Reynolds who are requesting a variance to the Zoning Ordinance for a narrow parcel. Width requirements restricts placement of residence on parcel zoned Rural Residential. Parcel is 5.46 acres. Parcel # 1208-34-00-300-021. Parcel width is 180.32 feet. Zoning Ordinance specifies width requirement as 300 feet.

Section 34 Township 12 North Range 4 East Beginning SW COR SE SW SEC 34 Thence N 1320' E 180.32' S 1320' W 180.32' TO POB

Whereas, hearings with respect to this variance 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 14th day of May, 2008, that the variance 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 Variance Approval to the owner of the said real estate.

Duly adopted and approved this 14th day of May, 2008.


**George Frazier, Chairman
Shelby County Board**

ATTEST:


Kathy Lantz, Shelby County Clerk





Eastern Illinois Economic Development Authority

1817 South Neil Street, Champaign, IL 61820, Toll Free: 866-325-7525, Fax: 866-325-7569
Email: andrewjhamilton@eieda.com

April 11, 2008


Chairman George Frazier
Shelby County Board
P.O. Box 230
Shelbyville, Illinois 62565



Dear Chairman Frazier,

I am contacting you to recommend the re-appointment of James Looft to the Board of Directors for the Eastern Illinois Economic Development Authority (EIEDA). Mr. Looft is a valuable asset and has had exemplary service on the Board. For your convenience, I have attached a certificate. I would greatly appreciate it if you could fill it out and send me a copy of it for our records. If you have any questions, please call me at 866-325-7525. Thank you.

Sincerely,

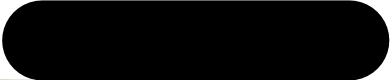

Andrew J. Hamilton
Executive Director

State of Illinois)
)
Shelby County)

CERTIFICATE OF APPOINTMENT

This certifies that James Looft has been appointed to the Eastern Illinois Economic Development Authority by the Chairman of Shelby County, effective January 2008 for a term of January 22, 2008 until the Third Monday of 2014, and is hereby authorized to perform all the duties of said office.

Dated: May, 14, 2008



Vice -County Board Chairman

RESOLUTION 2008 - 18

This matter coming on to be heard upon the application of John Sidney Hutchison to be appointed as Trustee of the Tri-County Fire Protection District to fill the term expiring on May 5, 2008, and the County Board of Shelby County, Illinois, having been fully advised in the premises:

IT IS HEREBY RESOLVED:

- A. That John Sidney Hutchison be appointed as Trustee of the Tri-County Fire Protection District for the term which will expire on the day preceding the first Monday in May, 2011.
- B. That bond be set at \$5,000.00.
- C. That this appointment shall be effective immediately, or upon filing of the bond, whichever last occurs.

Dated this 14th day of May, 2008.



ATTEST:
[Redacted Signature]

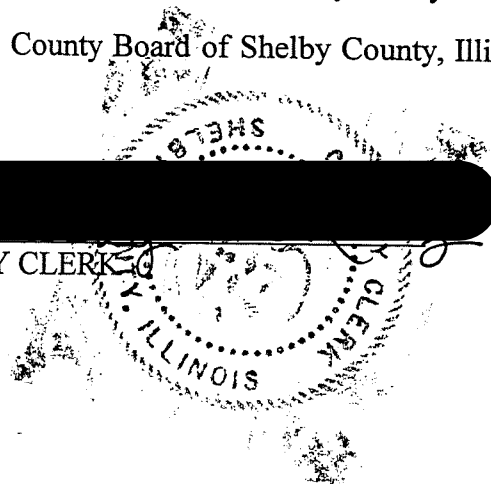
[Redacted Signature]
Vice President, County Board of
Shelby County, Illinois

CERTIFICATE

I, the undersigned, the duly elected Clerk of Shelby County, Illinois, do hereby certify that the foregoing is a true and correct copy of the Resolution of the County Board of Shelby County, Illinois, passed in regular session on May 14th, 2008.



COUNTY CLERK



TO: County Board
County Courthouse
Shelbyville, Illinois 62401

FILED
APR 25 2008

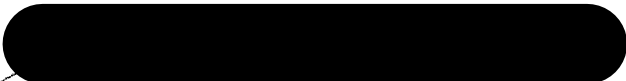
Kathy A. Lantz
SHELBY COUNTY CLERK

**PETITION FOR APPOINTMENT AS TRUSTEE OF
TRI-COUNTY FIRE PROTECTION DISTRICT**

I, John Sidney Hutchison, being first duly sworn do hereby make application for appointment as Trustee of the Tri-County Fire Protection District of Effingham, Fayette and Shelby Counties, Illinois, to fill the vacancy created by the expiration of my current term which expires on May 5, 2008, and in support of this application state as follows:

1. I am a resident of the Tri-County Fire Protection District and Shelby County, Illinois.
2. Tri-County Fire Protection District includes parts of Effingham, Fayette and Shelby Counties, Illinois.
3. The approximate percent of population distribution of Tri-County Fire Protection District is: Effingham County, 60%; Fayette County, 35%; and Shelby County, 5%.
4. Current trustees of Tri-County Fire Protection District whose terms extend beyond the current year and their respective counties and municipalities of residence are: Mark Musser, 2361 East 1950th Avenue, Beecher City, Effingham County, Illinois; William R. Evans, 768 East 1700th Avenue, Beecher City, Effingham County, Illinois; Larry D. Stoneburner, Rural Route 1, Beecher City, Fayette County, Illinois; and David Wayne Petty, R. R. 1, Box 10, Beecher City, Fayette County, Illinois.
5. My appointment as Trustee will be consistent with the provisions of 70 ILCS 705/4, relating to proportionate representation among counties with respect to population.
6. My appointment as Trustee will not violate the provisions of 70 ILCS 705/4, prohibiting more than one (1) trustee from an incorporated municipality except where such municipality contains more than 50% of the population of the District.
7. If appointed, I agree to enter into a bond with such surety and in such amount as this County Board determines.

WHEREFORE, I request this County Board to appoint me as Trustee of the Tri-County Fire Protection District for the term to expire on the day preceding the first Monday in May, 2011.

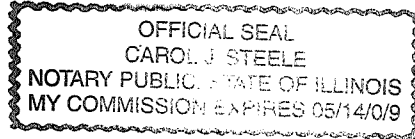

John Sidney Hutchison

STATE OF ILLINOIS)
) ss.
COUNTY OF Effingham)

Subscribed and sworn to before me this 18th day of April, 2008, by John Sidney Hutchison.



Notary Public



STATE OF ILLINOIS)
)
COUNTY OF SHELBY.)

BEFORE THE MEMBERS OF
THE COUNTY BOARD
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF THE TRI-COUNTY)
FIRE PROTECTION DISTRICT, A)
MUNICIPAL CORPORATION.)


BOND OF TRUSTEE

FILED
APR 25 2008
Kathy A. Leutz
SHELBY COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS, that we, John Sidney Hutchison, being a resident of the County of Shelby, State of Illinois; and William R. Evans and Mark Musser, being residents of the County of Effingham, State of Illinois, and David Wayne Petty and Larry D. Stoneburner, being residents of the County of Fayette, State of Illinois, are each held and each firmly bound to the People of the State of Illinois for the use and the benefit of the Tri-County Fire Protection District, a municipal corporation, in the penal sum of FIVE THOUSAND DOLLARS (\$5,000.00), lawful money of the United States of America for the payment of which said sum we do hereby and herewith bind ourselves and our heirs, executors and administrators jointly and firmly and severally by these presents.

The condition of this obligation is such that, if the said John Sidney Hutchison, one of the Trustees of the Tri-County Fire Protection District, a municipal corporation, shall well and truly and faithfully discharge each and all of the duties of his office as such Trustee of the Tri-County Fire Protection District according to law and does each and all of the acts by which may, at anytime hereafter, be required of him as such Trustee, by the appropriate authority, then, and in such event, this obligation shall be void and of no force and effect, otherwise the said bond is to remain in full force and effect.

IN WITNESS WHEREOF, each of us have hereunto affixed his hand and seal this 14th day of APRIL, 2008.


John Sidney Hutchison, Trustee of the Tri-County Fire Protection District and Principal of this Bond

[Redacted]
David Wayne Petty
Security on this Bond

[Redacted]
William R. Evans
Security on this Bond

[Redacted]
Mark Musser
Security on this Bond

[Redacted]
Larry D. Stoneburner
Security on this Bond

STATE OF ILLINOIS)
)
COUNTY OF Effingham)

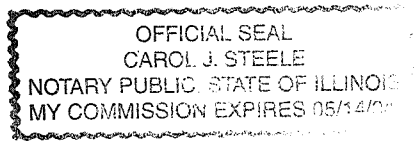
I, the undersigned, being a notary public in and for the said County do hereby and herewith certify that John Sidney Hutchison, William R. Evans, David Wayne Petty, Mark Musser and Larry D. Stoneburner, who are personally known to me to be residents of the Tri-County Fire Protection District, a municipal corporation, and each of the said persons are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, being the Bond of Trustee, and each of the said persons signed and acknowledged said instrument to be the free and voluntary act of each of them and each acknowledged that they have executed the bond for the uses and purposes set forth therein.

Given under my hand and notarial seal this 18th day of April, 2008.

[Redacted]

Notary Public

My commission expires:



STATE OF ILLINOIS)
)
COUNTY OF SHELBY.)

BEFORE THE MEMBERS OF
THE COUNTY BOARD
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF THE TRI-COUNTY)
FIRE PROTECTION DISTRICT, A)
MUNICIPAL CORPORATION.)

OATH OF TRUSTEE


FILED
APR 25 2008

Kathryn A. Lantz
SHELBY COUNTY CLERK

TRUSTEE, John Sidney Hutchison, being first duly sworn on his oath according to law, states as follows:

That this affiant, John Sidney Hutchison, is a Trustee of the Tri-County Fire Protection District, a municipal corporation, organized and existing under the laws of the State of Illinois, and that this affiant was duly and regularly appointed by the appropriate appointing authority as set out in 70 ILCS 705/4, as the Trustee of the said District on the _____ day of _____, 2008, and that in accordance with said appointment I am to serve for a term ending on the day preceding the first Monday in May, 2011, or until my successor is appointed and qualifies.

That the undersigned, John Sidney Hutchison, will well and truly and faithfully do and perform each and all of the acts that are required of him to do and perform under the law and to the very best of his ability as Trustee of the Tri-County Fire Protection District, a municipal corporation.


John Sidney Hutchison, Trustee of the Tri-County
Fire Protection District, a Municipal Corporation

STATE OF ILLINOIS)
) ss.
COUNTY OF Effingham

Subscribed and sworn to before me this 18th day of April, 2008, by John Sidney Hutchison.

OFFICIAL SEAL
CAROL J. STEELE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/31/09


Notary Public ✓

2008 - 19
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE WINDSOR FIRE PROTECTION DISTRICT

WHEREAS, the WINDSOR FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district located within the Counties of Shelby and Moultrie, State of Illinois, each with a population of less than three million and

WHEREAS, 70 ILCS 705/4 (4)(B), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and


WHEREAS, there have been trustees appointed for the said fire protection district and the present term of KEN DROLLINGER will expire on the first Monday in May, 2008, and it is necessary to appoint a successor, and

WHEREAS, the said trustee has consented to serve another term as trustee, and

WHEREAS, the Chairman of the County Board has appointed KEN DROLLINGER to serve a full three year term as trustee commencing the first Monday in May, 2008, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of KEN DROLLINGER to serve as Trustee for the WINDSOR Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 14th day of May, 2008.


Vice Chairman, Shelby County Board

ATTEST


County Clerk


IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF)
THE WINDSOR FIRE PROTECTION DIST) NO. 65-15

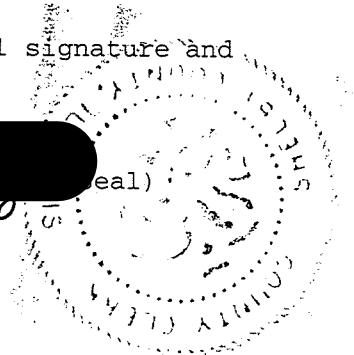
CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that KEN DROLLINGER was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE WINDSOR FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2008, and that said appointment was approved by the County Board of Shelby County on the 14th day of May, 2008.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 14th day of May, 2008.




County Clerk



APPOINTMENT OF TRUSTEE FOR
THE WINDSOR FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (4)(B), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint KEN DROLLINGER as Trustee for the **WINDSOR FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2008, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 14th Day of May 2008


Jice Chairman, Shelby County Board

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF
WINDSOR FIRE PROTECTION
DISTRICT

)
) No. 65-15
)

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, KEN DROLLINGER
as Principal, and James Hooten and Tim Bennett
as sureties, of the County of Shelby and State of Illinois, are bound to the
People of the State of Illinois in the penal sum of Five Hundred Dollars
(\$500.00).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said principal,
who has been appointed a member of the Board of Trustees of WINDSOR FIRE
PROTECTION DISTRICT, faithfully discharges the duties of his office according
to law and does all acts which at any time may be required of him by law, then
this obligation is void; otherwise it remains in full force and effect.

WITNESS our hands and seals this 15 day of April, 2008.

[Redacted Signature]
Principal

[Redacted Signature]
Surety

[Redacted Signature]
Surety

STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

I, the undersigned, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that KEN DROLLINGER
and _____ and _____
_____, personally known to me to be the same persons whose names are subscribed
to the foregoing instrument, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument as
their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of
April, 2008.

[Redacted Signature]

Notary Public



OATH OF OFFICE

I, KEN DROLLINGER, do solemnly swear that I will faithfully perform the duties of a Trustee of the WINDSOR Fire Protection District, and that I will do and perform all acts required of me by law to the best of my ability.

DATED this 24th day of February, 2008.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me
this 24th day of Feb., 2008.

[Redacted Signature]

Notary Public



BOND APPROVED: [Redacted Signature]
Vice Chairman, Shelby County Board

2008 - 20
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE STRASBURG FIRE PROTECTION DISTRICT

WHEREAS, the STRASBURG FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district contained entirely within the County of Shelby, State of Illinois, but not wholly within a single township or municipality, and

WHEREAS, 70 ILCS 705/4 (3), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and


WHEREAS, there have been trustees appointed for the said fire protection district and the present term of JOHN BELDON will expire on the first Monday in May, 2008, and it is necessary to appoint a successor, and

WHEREAS, the said TRUSTEE has consented to serve another term as trustee, and

WHEREAS, the Chairman of the County Board has appointed JOHN BELDON to serve a full three year term as trustee commencing the first Monday in May, 2008, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

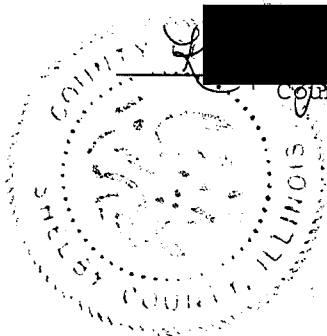
NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of JOHN BELDON to serve as Trustee for the STRASBURG Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 14th day of May, 2008.


Vice Chairman, Shelby County Board

ATTEST:



County Clerk



APPOINTMENT OF TRUSTEE FOR
THE STRASBURG FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (3), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint JOHN BELDON as Trustee for the **STRASBURG FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2008, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 14th Day of May 2008


Vice Chairman, Shelby County Board.


IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

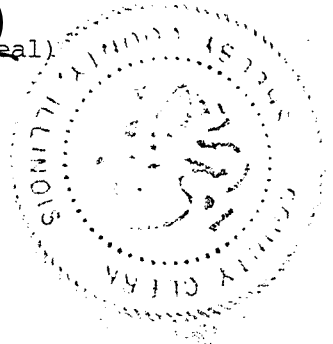
IN THE MATTER OF)
THE STRASBURG FIRE PROTECTION DIST) NO. 75 MC 1

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that JOHN BELDON was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE STRASBURG FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2008, and that said appointment was approved by the County Board of Shelby County on the 14th day of May, 2008.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 14th day of May, 2008.


County Clerk



IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS


IN THE MATTER OF)
STRASBURG FIRE PROTECTION) No. 75-MC-1
DISTRICT)


TRUSTEE'S BOND


KNOW ALL MEN BY THESE PRESENTS that we, JOHN BELDON
as Principal, and Travis Dollarhide and Tim Lenz
as sureties, of the County of Shelby and State of Illinois,
are bound to the People of the State of Illinois in the penal sum of Five
Hundred Dollars (\$500.00).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said principal,
who has been appointed a member of the Board of Trustees of STRASBURG FIRE
PROTECTION DISTRICT, faithfully discharges the duties of his office according
to law and does all acts which at any time may be required of him by law, then
this obligation is void; otherwise it remains in full force and effect.

WITNESS our hands and seals this 19th day of April, 2008.



Principal



Surety


Surety

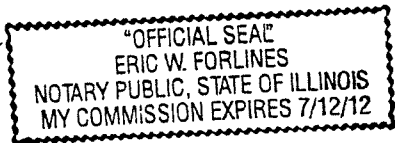
STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

I, the undersigned, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that JOHN BELDON
and Timothy E. Lenz and Travis Dollarhide,
personally known to me to be the same persons whose names are subscribed to
the fore-going instrument, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument as
their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of
April, 2008.



Notary Public



OATH OF OFFICE

I, JOHN BELDON, do solemnly swear that I will faithfully perform the duties of a Trustee of the STRASBURG Fire Protection District, and that I will do and perform all acts required of me by law to the best of my ability.

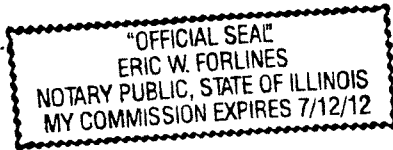
DATED this 19th day of April, 2008.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me
this 19th day of April, 2008.

[Redacted Signature]

Notary Public



BOND APPROVED: [Redacted Signature]
Chairman, ✓ Shelby County Board

2008 - 21
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE STEWARDSON FIRE PROTECTION DISTRICT

WHEREAS, the STEWARDSON FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district located within the Counties of Shelby and Effingham, State of Illinois, each with a population of less than three million and

WHEREAS, 70 ILCS 705/4 (4) (B), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and


WHEREAS, there have been trustees appointed for the said fire protection district and the present term of DAVID FRIESE will expire on the first Monday in May, 2008, and it is necessary to appoint a successor, and

WHEREAS, the said trustee has consented to serve another term as trustee, and

WHEREAS, the Chairman of the County Board has appointed DAVID FRIESE to serve a full three year term as trustee commencing the first Monday in May, 2008, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

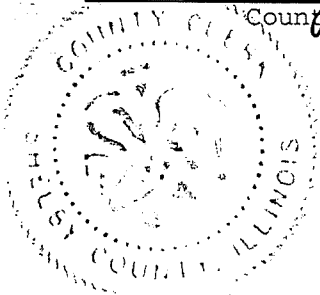
NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of DAVID FRIESE to serve as Trustee for the STEWARDSON Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 14th day of May, 2008.


Vice Chairman, Shelby County Board

ATTEST:



County Clerk



APPOINTMENT OF TRUSTEE FOR
THE STEWARDSON FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (4)(B), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint DAVID FRIESE as Trustee for the **STEWARDSON FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2008, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 14th Day of May 2008


Vice Chairman, Shelby County Board

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF)
THE STEWARDSON FIRE PROTECTION DIST) NO. 66-17

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that DAVID FRIESE was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE STEWARDSON FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2008, and that said appointment was approved by the County Board of Shelby County on the 14th day of May, 2008.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 14th day of May, 2008.


County Clerk



IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

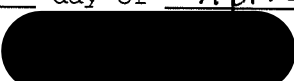
IN THE MATTER OF)
STEWARDSON FIRE PROTECTION) No. 66-17
DISTRICT)


TRUSTEE'S BOND


KNOW ALL MEN BY THESE PRESENTS, that we, DAVID FRIESE as Principal,
and Douglas T. Rineker and Kimberly A. Wallace as sureties,
of the County of Shelby and State of Illinois, are bound to the People of the
State of Illinois in the penal sum of Five Hundred Dollars (\$500.00).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said principal,
who has been appointed a member of the Board of Trustees of STEWARDSON FIRE
PROTECTION DISTRICT, faithfully discharges the duties of his office according
to law and does all acts which at any time may be required of him by law, then
this obligation is void; otherwise it remains in full force and effect.

WITNESS our hands and seals this 8th day of April, 2008.



Principal


Surety


Surety

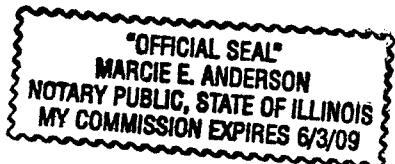
STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

I, the undersigned, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that DAVID FRIESE and _____
Douglas T. Rineker and Kimberly A. Wallace,
personally known to me to be the same persons whose names are subscribed to
the fore-going instrument, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument as
their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of
April, 2008.



Notary Public




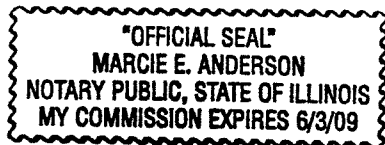
OATH OF OFFICE


I, DAVID FRIESE, do solemnly swear that I will faithfully perform the duties of a Trustee of the STEWARDSON Fire Protection District, and that I will do and perform all acts required of me by law to the best of my ability.

DATED this 8th day of April, 2008.

SUBSCRIBED AND SWORN TO before me
this 8th day of April, 2008.


Notary Public



BOND APPROVED: 
Vice Chairman, Shelby County Board

2008 - 22
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE TOWER HILL FIRE PROTECTION DISTRICT

WHEREAS, the TOWER HILL FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district contained entirely within the County of Shelby, State of Illinois, but not wholly within a single township or municipality, and

WHEREAS, 70 ILCS 705/4 (3), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and


WHEREAS, there have been trustees appointed for the said fire protection district and the present term of FLOYD HINTON will expire on the first Monday in May, 2008, and it is necessary to appoint a successor, and


WHEREAS, the said TRUSTEE has consented to serve another term as trustee, and

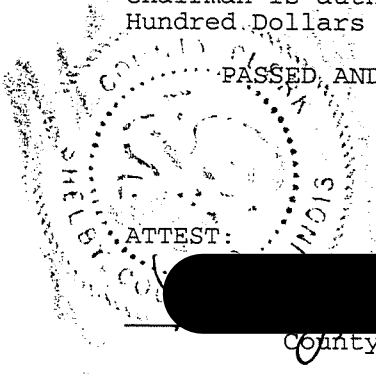
WHEREAS, the Chairman of the County Board has appointed FLOYD HINTON to serve a full three year term as trustee commencing the first Monday in May, 2008, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of FLOYD HINTON to serve as Trustee for the TOWER HILL Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 14th day of May, 2008.


Vice Chairman, Shelby County Board

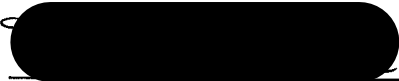
ATTEST:

County Clerk



APPOINTMENT OF TRUSTEE FOR
THE TOWER HILL FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (3), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint FLOYD HINTON as Trustee for the **TOWER HILL FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2008, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 14th Day of May 2008


Vice Chairman, Shelby County Board


IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

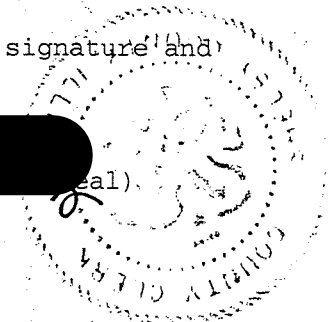
IN THE MATTER OF)
THE TOWER HILL FIRE PROTECTION DIST) NO. 85 Mc 1

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that FLOYD HINTON was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE TOWER HILL FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2008, and that said appointment was approved by the County Board of Shelby County on the 14th day of May, 2008.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 14th day of May, 2008.


County Clerk



IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF)
TOWER HILL FIRE PROTECTION) No. 85-MC-1
DISTRICT)

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, FLOYD HINTON as
Principal, and _____ and _____
as sureties, of the County of Shelby and State of Illinois, are bound to the
People of the State of Illinois in the penal sum of Five Hundred Dollars
(\$500.00).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said PRINCIPAL,
who has been appointed a member of the Board of Trustees of TOWER HILL FIRE
PROTECTION DISTRICT, faithfully discharges the duties of his office according
to law and does all acts which at any time may be required of him by law, then
this obligation is void; otherwise it remains in full force and effect.

WITNESS our hands and seals this 7 day of MAY, 2008.

Principal

Surety

Surety

Principal

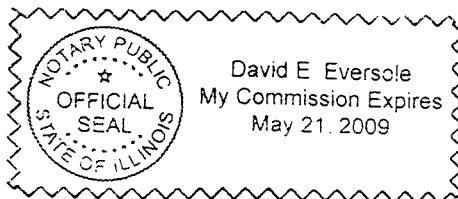
STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

I, the undersigned, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that FLOYD HINTON and _____

and _____
, personally known to me to be the same persons whose names are subscribed to
the fore-going instrument, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument as
their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7 day of
MAY, 2008.

Notary Public



OATH OF OFFICE

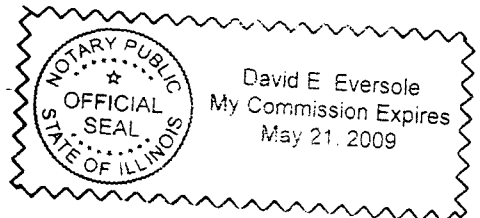
I, FLOYD HINTON, do solemnly swear that I will faithfully perform the duties of a Trustee of the TOWER HILL Fire Protection District, and that I will do and perform all acts required of me by law to the best of my ability.

DATED this 7 day of MAY, 2008.

SUBSCRIBED AND SWORN TO before me
this 07 day of MAY, 2008.

[Redacted Signature]

Notary Public



BOND APPROVED

Vice Chairman, Shelby County Board

Shelby County Treasurer
 Monthly Report of Investments
 As of: May 1, 2008
 Bank Balance: \$10,474,125.75

Passbooks, Money Markets,
& Certificates of Deposits

Checking & Cash

\$ 615,893.83	MMD		
\$ 1,447,928.31	MMD	General Fund	\$ 2,000.00
\$ -			
\$ -		County Payroll Clearing	\$ 17,342.82
\$ -			
\$ -		Section 105 Claims	\$ 1,000.00
\$ -			
\$ 324,836.95	PB	County Health Fund	\$ -
\$ 116,471.48	CD		
\$ 12,465.76	MMD	County Health-TB	\$ -
\$ -			
\$ 36,269.13	MMD	Animal Control Fund	\$ 36,828.80
\$ 22,578.02	MMD		
\$ 75,335.82	PB	Ambulance Fund	\$ -
\$ 146,757.01	MMD		
\$ 618,357.44	MMD	Mental Health Fund	\$ -
\$ -			
\$ 247,720.44	PB	IMRF Fund	\$ -
\$ -			
\$ 131,314.82	PB	Social Security Fund	\$ -
\$ 54,246.43	CD & MMD		
\$ 15,102.31	PB	Indemnity Fund	\$ -
\$ -			
\$ 2,847.78	PB	Court Security Fund	\$ -
\$ -			
\$ 184,176.63	MMD	County Bridge Fund	\$ -
\$ -			
\$ 66,707.46	PB	County Highway Fund	\$ -
\$ -			
\$ 147,947.80	MMD	FASM Fund	\$ -
\$ -			
\$ 521,884.71	MMD	County Motor Fuel Tax Fund	\$ -
\$ -			
\$ 2,081.02	PB	Tourism Fund	\$ -
\$ 93,728.10	CD & MMD		
\$ 59,627.01	PB	Probation Fund	\$ -
\$ 55,215.34	CD & MMD		
\$ 76,556.90	PB	Assist Court Fund	\$ -
\$ -			
\$ 1,734.47	PB	Law Library Fund	\$ -
\$ -			
\$ 84,588.79	PB	Automation Fund	\$ -
\$ -			
\$ 59,616.67	PB	Recording Fund	\$ -
\$ -			
\$ 16,941.59	PB	Drug Traffic Fund	\$ -
\$ -			
\$ -		Airport Fund	\$ 35.50
\$ 237,890.04	CD & MMD		
\$ 362,396.13	MMD	Home Nursing Fund	\$ -
\$ -			
\$ -		W.I.C. Fund	\$ 19,871.95
\$ -			
\$ 231,984.72	MMD	Local Bridge Fund	\$ -
\$ -			
\$ -		Township Bridge Fund	\$ 5,009.63
\$ -			
\$ -		Township Construction Fund	\$ 714.05

\$	282,225.12	MMD		
\$	972,823.43	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,104.96	PB	Estate Tax Fund	\$ -
\$	-			
\$	61,000.55	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	9,159.87	PB	Probation Drug Testing	\$ -
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	41,485.35	MMD		
\$	174,778.68	PB	Drainage Fund	\$ 1,986.25
\$	-			
\$	64,467.69	PB	Document Storage Fund	\$ -
\$	79,023.02	MMD		
\$	70,695.75	PB	Misc County Health Fund	\$ -
\$	26,592.80	MMD		
\$	43,527.21	PB	Litigation Fund	\$ -
\$	204,870.63	CD		
\$	100,830.40	PB	Revolving Loan Fund	\$ -
\$	-			
\$	10,992.56	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	843.38	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	614.02	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	15,628.52	PB	Rescue Squad Fund	\$ -
\$	-			
\$	826.65	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	13,148.00	PB	DUI Equipment Fund	\$ -
\$	-			
\$	5,449.29	PB	GIS Fund	\$ -
\$	1,057,557.88	CD		
\$	466,562.31	PB	Capital Improvement Fund	\$ 524,759.35
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
				\$ 10,390,323.79

County Collector Accounts

Shelby County State Bank-Checking	\$ 2,000.00
First Trust Bank-Checking	\$ 20,695.26
National Bank at Pana	\$ 185.26
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	\$ 351.64
First Trust Bank-Real Estate Tax Trust Account	\$ 14,682.71
Shelby County State Bank-Shelbyville-Money Market	\$ 7,594.38
First Trust Bank-Money Market	\$ 3,082.48
Ayars State Bank-Moweaqua	\$ 12,132.20
Shelby County State Bank-Findlay	\$ 18,705.06
First National Bank of Pana	\$ 883.43
Peoples Bank of Pana	\$ 167.83
Stewardson National Bank	\$ 533.60
Shelby County State Bank-Windsor Branch	\$ 612.51
Dewitt Federal Savings & Loan-Moweaqua	\$ 238.49
Sigel Community Bank	\$ 599.15
	\$ 83,801.96

CERTIFICATE OF DEPOSITS
May 1, 2008

General Fund(001) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>615,893.83</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>36,269.13</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>22,578.02</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>146,757.01</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>9,246.43</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>93,728.10</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>215.34</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>112,890.04</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>282,225.12</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
2.02% Interest	\$ <u>79,023.02</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 08/03/2008	
3.5% Interest	\$ <u>116,471.48</u>

CERTIFICATE OF DEPOSITS
May 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 10/21/2008 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>204,870.63</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>3,002,726.03</u>