

May 5, 2009

**SHELBY COUNTY BOARD MEETING AGENDA**

**May 13, 2009 – 9:00 A. M. in Courtroom B**

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Tad Mayhall – Disabled Veterans Update
5. Charles Lane, David Young – Shelby County Economic Development Update
6. Chairman Brooks – BPI Energy CBM Lease Term Extension
7. Health Administrator Steve Melega – NPDES Permit Update
8. County Highway Engineer Alan Spesard – Highway Engineer's Report
9. Zoning Administrator Dennis Harris – Zoning Report
10. Committee Reports
11. Chairman Brooks Updates
12. Chairman Brooks Appointments
13. Correspondence
14. Public Body Comment
15. Adjournment

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

REMINDERS: Please silence cell phones during the Board meeting.

**SHELBY COUNTY BOARD MEETING**

**May 13, 2009 – 9:00 A.M.**

The Shelby County Board met on Wednesday, May 13, 2009, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Brooks called the meeting to order and all present recited the Pledge of Allegiance.

The Clerk called the roll. There were no absentees.

Minutes for the April 8, 2009 Board were presented for approval.

MOTION: Norma Stewart made motion to approve the minutes of the April 8, 2009 Board meeting as presented.

Fred Doerner seconded the motion.

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

Tad Mayhall addressed the Board to explain a VET Foundation program called COMPASS Transition which provides a way for wounded veterans to get back into the work force. Shelby County will be in the first region created to help provide COMPASS events. The website for additional information regarding this program is [vetfoundation.org](http://vetfoundation.org) or interested persons may call Mr. Mayhall's cell phone (217) 246-3592.

Charles Lane and David Young of the Shelby County Economic Development organization gave the Board an update and some highlights of the organization's activities last year. Asset Mapping for the County will begin in the next month and updates to the County's website are planned. Mr. Lane stated that when Rural Partners disbanded their funds were turned over the Economic Development group. Chairman Brooks thanked the gentlemen for their hard work on behalf of Shelby County.

At this time, Chairman Brooks requested a motion to postpone the BPI Energy CBM Lease Term Extension agenda item until the June Board meeting.

MOTION: Bruce Cannon made motion to postpone the BPI Energy CBM Lease Term Extension agenda item until the June Board meeting.

Jim Warren seconded the motion.

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

Health Administrator Steve Melega updated the Board on the NPDES permit legislation stating that the legislation made it out of the Environmental Committee with no amendments. Mr. Melega did not know if the bill would be called by the end of the month but will continue to update the Board with developments. Mr. Melega provided a brief update on the H1N1 virus (Swine Flu).

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard requested approval for a 50/50 Petition to replace a box culvert over unnamed stream where the same is crossed by the highway TR 367 at a point near the SE ¼, SW ¼, Section 20, T10N, R5E in Prairie Township. Estimated cost to replace is \$4,000.00. Cost share is to be shared equally between the County and Township.

MOTION: Fred Doerner made motion to approve the 50/50 Petition to replace the box culvert in Prairie Township at an estimated cost of \$4,000.00 as presented.

Dale Wetherell seconded the motion.

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

Mr. Spesard requested approval for a 50/50 Petition to replace Bridge #087-3235 over the unnamed tributary where the same is crossed by the highway TR 385 at a point near the NW ¼, SW ¼, Section 35, T9N, R6E in Big Spring and Sigel Townships. Estimated cost to replace is \$8,000.00. Cost share is to be 50% County and 50% shared equally between Big Spring and Sigel Townships.

MOTION: Robert Behl made motion to approve the 50/50 Petition to replace Bridge #087-3235 in Big Spring and Sigel Townships at an estimated cost of \$8,000.00 as presented.

Jim Warren seconded the motion.

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

The next 50/50 Petition Mr. Spesard requested approval was to replace a culvert over the unnamed tributary where the same is crossed by the highway TR 85 at a point near the NE ¼, SW ¼, Section 16, T11N, R3E in Ridge Township. Estimated cost to replace is \$6,000.00. Cost share is to be shared equally between the County and Township.

MOTION: Richard Hayden made motion to approve the 50/50 Petition to replace the culvert in Ridge Township at an estimated cost of \$6,000.00 as presented.

Robert Jordan seconded the motion.

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

**Shelby County Board Meeting**  
**May 13, 2009**

Mr. Spesard requested approval for a 50/50 Petition to repair Bridge #087-3331 over Mitchell Creek where the same is crossed by the highway TR 140 at a point near the NE ¼, NE ¼, Section 6, T9N, R3E in Dry Point Township. Estimated cost to repair is \$8,000.00. Cost share is to be shared equally between the County and Township.

MOTION: Barbara Bennett made motion to approve the 50/50 Petition to repair Bridge #087-3331 in Dry Point Township at an estimated cost of \$8,000.00 as presented.  
Ken Barr seconded the motion.

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

The last Petition presented by Mr. Spesard requested approval to replace Bridge #087-3169 over the unnamed stream where the same is crossed by the highway TR 231 at a point near SE ¼, SE ¼, Section 28, T11N, R2E in Tower Hill Township. Estimated cost to repair bridge is \$385,000.00. Cost share is to be 80% Federal, 16% State and 4% shared equally between the County and Township.

MOTION: John "Jack" Roessler made motion to approve the Petition to replace Bridge #087-3169 in Tower Hill Township at an estimated cost of \$385,000.00 as presented.  
Glenn R. "Dick" Clark seconded the motion.

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

Mr. Spesard presented for approval the Preliminary Engineering Services Agreement between Shelby County and Allen Henderson and Associates, Inc. for the Bridge (#087-3194) project in Oconee Township.

MOTION: Robert Amling made motion to approve the Preliminary Engineering Services Agreement between the County and Allen Henderson and Associates, Inc. for the Bridge (#087-3194) project in Oconee Township as presented.  
Dale Wetherell seconded the motion.

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

The last agreement presented by Mr. Spesard was for approval of the Preliminary Engineering Services Agreement between Shelby County and Hampton, Lenzini and Renwick, Inc. for the Bridge (#087-3169) project in Tower Hill Township.

MOTION: John "Jack" Roessler made motion to approve the Preliminary Engineering Services Agreement between the County and Hampton, Lenzini and Renwick, Inc. for the Bridge (#087-3169) project in Tower Hill Township as presented.  
Bruce Cannon seconded the motion.

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

Ending his report, Mr. Spesard gave the Board some highlights and updates on the work in the County Highway Department. Last Friday, the semi-annual highway commissioner's conference was held at the highway department. Mr. Spesard stated it was the best attended conference with 20 highway commissioners (some newly elected) attending the educational seminars. This week over 300 letters to legislators will be sent by Mr. Spesard in an initiative to gain support for motor fuel tax and bridge repair funding in the Capital Bill.

Zoning Administrator Dennis Harris updated the Board on the activities of the Zoning office. Mr. Harris highlighted the Zoning monthly report. Next Mr. Harris stated he had two Resolutions to present that were recommended for approval by the Planning Commission and Zoning Board of Appeals. Mr. Harris presented for approval a Resolution for a zoning permit fee of \$500.00 for the construction of a private wind energy tower.

MOTION: Robin Robertson made motion to approve the Resolution for the zoning permit fee of \$500.00 for the construction of a private wind energy tower.  
Dale Wetherell seconded the motion.

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

The second Resolution Mr. Harris presented for approval was for a zoning permit fee of \$25.00 per foot for the construction of a wireless/cellular communication tower.

MOTION: Robin Robertson made motion to approve the Resolution for the zoning permit fee of \$25.00 per foot for the construction of a wireless/cellular communication tower.  
Robert Behl seconded the motion.

At this time, Supervisor of Assessments Diana Wagner addressed the Board to state that these towers are assessed and taxes are paid on them.

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

**Shelby County Board Meeting**  
**May 13, 2009**

Chairman Brooks called for Committee Reports.

Jim Warren, Chairman of the Public Buildings Committee, reported that the Courthouse exterior repair project was near completion and the cost was approximately \$125,800.00. Mr. Warren gave a report on additional projects being researched by the Committee which includes lowering Courthouse ceilings, light fixture repairs, boiler repairs or replacement and new storm windows. A lengthy discussion was held. A grant application was submitted on behalf of the County for light fixture repairs for the Courthouse and Detention Center buildings by Casner Lighting. The application was approved and the grant was awarded.

MOTION: Robert Amling made motion to proceed with the grant lighting repairs as awarded for the Courthouse and Detention Center.  
Dale Wetherell seconded the motion.  
VOTE: All voted aye by voice with the exception of one nay vote and the motion carried.

Mr. Warren will update the Board on the Committee's findings on the other projects. Continuing with the report, Mr. Warren stated that the Committee will be working with Judge Kiley to pursue the implementation of Courthouse Security at the basement entrance. Further information will be forthcoming. Ending his report, Mr. Warren noted that the placement of the Lincoln – Thornton statuary has been decided. At this time, Whitney Hardy thanked the Board members for their attendance at the meeting with Sculptor McClarey. Mr. Hardy noted that a grant was acquired that provided for five wayside signs.

Chairman Brooks informed the Board that he regretfully accepted the resignation of ESDA Coordinator Gary Bryant. The ESDA Committee will meet to consider applicants for the position.

At this time, Chairman Brooks requested the following appointments.

**Findlay Fire Protection District appoints Clint Stiner, Trustee**

**Cowden Fire Protection District re-appoints Stanley Knearem, Trustee**

**Tower Hill Fire Protection District re-appoints Roger Pauley, Trustee**

**Cooperative Extension re-appoints Robert Behl, Jesse Durbin and Roger Pauley**


MOTION: Glenn R. "Dick" Clark made motion to approve the Chairman's appointments as presented.  
Jesse Durbin seconded the motion.  
VOTE: All voted aye by voice and the motion carried.

Chairman Brooks called for Public Body Comment.

Pat Maulding, addressed the Board, requesting the County consider a County Dog Barking Ordinance. Mr. Maulding's neighbor has several dogs that bark frequently. He objects to the noise of the barking dogs. Chairman Brooks suggested that the issue be discussed with the States Attorney.

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 June 10, 2009.  
Richard Reynolds seconded the motion.  
VOTE: All voted aye by voice, motion carried and the meeting was adjourned at 10:30 A.M.

  
Kathy A. Lantz  
Shelby County Clerk and Recorder

**STATE OF ILLINOIS** **ROLL CALL VOTES IN COUNTY BOARD**

**SHELBY COUNTY**

May 13, 2009 SESSION

		ROLL CALL			QUESTIONS									
			5 / 13 / 2009	1 / 200	ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓											
110	BARR, KENNETH	50	✓											
116	BEHL, ROBERT H.	42	✓											
117	BENNETT, BARBARA	40	✓											
29	BROOKS, PAUL		✓											
45	CANNON, BRUCE	26	✓											
133	CLARK, GLENN "DICK"	12	✓											
25	DOERNER, FRED		✓											
214	DURBIN, JESSE	12	✓											
490	FRAZIER, GEORGE		✓											
177	HAYDEN, RICHARD	44	✓											
193	JORDAN, ROBERT N.	31	✓											
206	LENZ, LARRY	26	✓											
457	PAULEY, ROGER	18	✓											
458	REYNOLDS, RICHARD JR.	32	✓											
181	ROBERTSON, ROBIN		✓											
148	ROESSLER, JOHN JACK	12	✓											
221	SIMS, TERRY JOE	24	✓											
137	STEWART, NORMA J.	52	✓											
46	STROHL, DON	45	✓											
329	WARREN, JAMES	28	✓											
44	WETHERELL, DALE	46	✓											

Prairie  
SD-50




TO: THE SHELBY COUNTY BOARD

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

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

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Prairie in said County, would respectfully represent that a drainage structure needs to be replaced over the unnamed stream where the same is crossed by the highway TR 367 at a point near SE 1/4; SW 1/4 Section 20; R5E; T10N; 3rd PM

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

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

Dated at Shelbyville, this 4th day of May 2009

X   
Highway Commissioner.

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

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

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

Pipe Culvert -	\$3000
Labor, Equip., Mat'l. -	1000
TOTAL -	\$4000

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

Witness my hand, this 4th day of May 2009

X   
Highway Commissioner.

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

ROAD DISTRICT OF

PRAIRIE

SHELBY

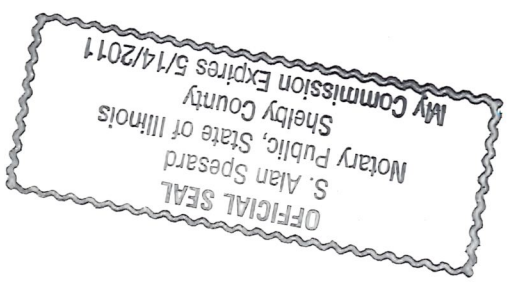
COUNTY, ILLINOIS

**FILED**  
MAY 13 2009

*Kathy A. Hunt*  
SHELBY COUNTY CLERK

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

County Clerk.



Richard Shumard  
Highway Commissioner of said Road District of  
Prairie \_\_\_\_\_ being duly sworn, on oath says that  
four thousand \_\_\_\_\_ Dollars mentioned in the estimate to which this  
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose  
required.  
\_\_\_\_\_ Highway Commissioner.  
Subscribed and sworn to before me, this 4th day of May \_\_\_\_\_ 2009

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



50-50

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION \_\_\_\_\_

PETITION   X  

AGREEMENT \_\_\_\_\_

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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146

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Witness my hand, this 4th day of May 2009

[Redacted signature]

[Redacted signature]

Sec. 5-501 Illinois Highway Code Sigel Highway Commissioner. Big Spring Highway Commissioner.

147

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

ROAD DISTRICT OF

Big Spring & Sigel

Shelby

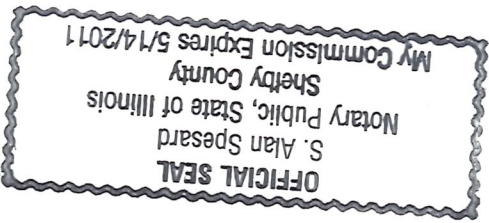
COUNTY, ILLINOIS

**FILED**  
MAY 13 2009

*Kathy A. Hart*  
SHELBY COUNTY CLERK

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

County Clerk.



STATE OF ILLINOIS,  
County of Shelby }  
ss. Road District of Big Spring/Sigel }  
Steve Lemar & Jon Strohl }  
Highway Commissioner of said Road District of }  
Big Spring & Sigel }  
being duly sworn, on oath says that }  
eight thousand }  
Dollars mentioned in the estimate to which this }  
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose }  
required. }  
Big Spring Highway Commissioner. }  
Subscribed and sworn to before me, this 4th day of May 2009

Ridge 5. 20

TO: THE SHELBY COUNTY BOARD

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

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

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

[Redacted signature area with four horizontal lines]

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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Ridge in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR85 at a point near NE 1/4; SW 1/4 Section 16; R3E; T11N; 3rd PM

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

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

Dated at Shelbyville, this 8th day of May 2009



Highway Commissioner.

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

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

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

Table with 2 columns: Description of work, Cost. Rows include: Pipe Culvert - 5000, Labor, Equip., Mat'l. - 1000, TOTAL - \$6000

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

Witness my hand, this 8th day of May 2009



Highway Commissioner.

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

ROAD DISTRICT OF

RIDGE

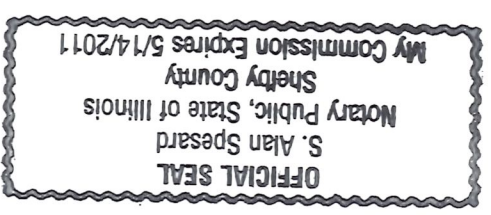
SHELBY

COUNTY, ILLINOIS

**FILED**  
MAY 13 2009  
*Kathy A. Sluty*  
SHELBY COUNTY CLERK

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

County Clerk.



Subscribed and sworn to before me, this 8th day of May 2009

Highway Commissioner.

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

\_\_\_\_\_ six thousand  
Ridge  
\_\_\_\_\_ being duly sworn, on oath says that  
Highway Commissioner of said Road District of

Brian Eversole

Road District of Ridge

County of Shelby

ss.

STATE OF ILLINOIS,

Dry Point  
Bridge 087-3331  
Repair

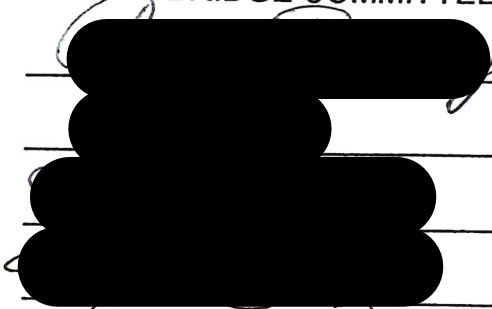
TO: THE SHELBY COUNTY BOARD

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

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

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Dry Point in said County, would respectfully represent that Bridge 087-3331 needs to be repaired over the Mitchell Creek where the same is crossed by the highway TR 140 at a point near the NE 1/4, NE 1/4 of Section 6; R3E; T9N; 3rd PM

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

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

Dated at Shelbyville, this 28th day of April 2009



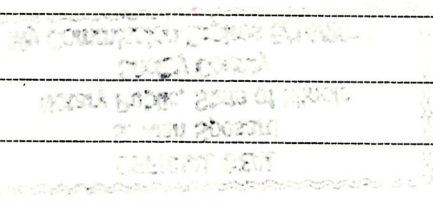
Highway Commissioner.

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

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

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

Pier Cap:	\$4000
Labor, Equip., Mat'l.:	4000
TOTAL:	<u>\$8000</u>



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

Witness my hand, this 28th day of April 2009



Highway Commissioner.

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

ROAD DISTRICT OF

DRY POINT

SHELBY

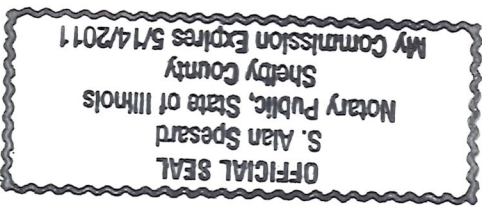
COUNTY, ILLINOIS

**FILED**  
MAY 13 2009

*Rocky A. Lentz*  
SHELBY COUNTY CLERK

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

County Clerk.



Subscribed and sworn to before me, this 28th day of April, 2009

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

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

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

Brent Reynolds Highway Commissioner of said Road District of  
County of Shelby } ss. Road District of Dry Point



Tower H  
Bridge 027-3169



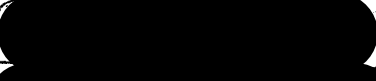

TO: THE SHELBY COUNTY BOARD

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

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

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

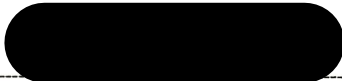
To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Tower Hill in said County, would respectfully represent that Bridge 087-3169 needs to be replaced over the unnamed stream where the same is crossed by the highway TR 231 at a point near SE 1/4 of SE 1/4 of Section 28; R2E; T11N; 3rd PM in said Road District, for which said work the Road District of Tower Hill is

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

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

Dated at Shelbyville, this 28th day of April 2009



Highway Commissioner.

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

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

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

Bridge Replacement:	\$360,000
ENGR.:	25,000
TOTAL:	\$385,000

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

Witness my hand, this 28th day of April 2009



Highway Commissioner.

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

ROAD DISTRICT OF

TOWER HILL

SHELBY

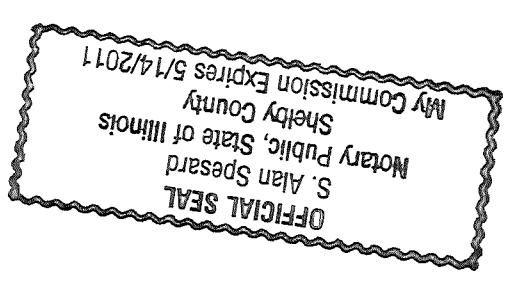
COUNTY, ILLINOIS

**FILED**  
MAY 13 2009

*Rochelle A. Sluaty*  
SHELBY COUNTY CLERK

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

County Clerk.



Donnie Hall  
Tower Hill  
Highway Commissioner of said Road District of  
being duly sworn, on oath says that  
three hundred eighty five thousand  
Dollars mentioned in the estimate to which this  
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose  
required.

Subscribed and sworn to before me, this 28th day of April 2009

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

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

Oconee  
Bridge 087-3194  
PE Agreement

TO: THE SHELBY COUNTY BOARD


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

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

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

[Redacted signature area]

Municipality Shelby County Highway Department	L O C A L  A G E N C Y	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	C O N S U L T A N T	Name Allen Henderson and Assoc., Inc.
Township Oconee				Address 907 South 4 <sup>th</sup> Street
County Shelby				City Springfield
Section 09-11118-00-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. 303 over Coal Creek

Route T.R. 303 Length ±0.20 Mi. ±1000.00 FT (Structure No. 087-3194 (E))

Termini Beginning at a point near the southeast corner of Section 11, T.10N.,R.1E. of the 3rd P.M. and extending easterly.

**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	5,000.00	(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:
- 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.
  - 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.

- 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.
- 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,**

- 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.
- 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.
- 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.
- 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)

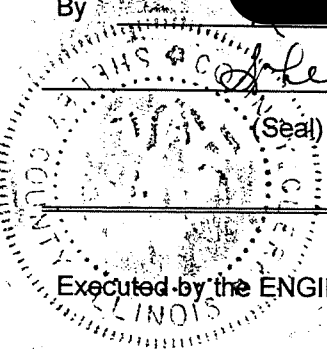
ATTEST:

State of Illinois, acting by and through its

By [Redacted]  
*Shelby County* Clerk

Board of Directors

By [Redacted]  
Title Chairman



Executed by the ENGINEER:

Allen Henderson and Associates, Inc.

907 S. 4<sup>th</sup> Street

ATTEST:

Springfield, Illinois

By [Redacted]  
Title Vice-President

By [Redacted]  
Title President

Approved  
\_\_\_\_\_  
Date  
Department of Transportation  
\_\_\_\_\_  
Regional Engineer



Tower Hill Bridge  
PE agreement



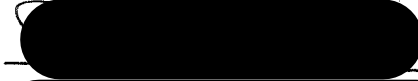

TO: THE SHELBY COUNTY BOARD


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

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

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Hampton, Lenzini and Renwick, Inc.
Township Tower Hill				Address 3085 Stevenson Drive, Suite 201
County Shelby				City Springfield
Section 09-23113-00-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 \_\_\_\_\_

Route TR 231 Length \_\_\_\_\_ Mi. 1000 FT (Structure No. 087-3169 )

Termini 2 miles southwest of Tower Hill: 1000N, 890E

Description:  
Bridge Replacement

**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

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- i.  Assist 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.
  - l.  Prepare the Army corps of Engineers Permit.
- (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, 1e, 1g, 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	10.00	(see note)
First	50,000	10.00	%
Next	50,000	7.75	%
Next	100,000	6.50	%
Next	200,000	5.60	%
Next	200,000	5.20	%
Next	450,000	5.10	%

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

2. To pay for services stipulated in paragraphs 1b, ~~1c, 1d, 1e~~, 1f, 1j, 1k & 1l of the ENGINEER AGREES at actual cost of performing such work plus 100 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 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. 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 payment 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, 90 percent of the total fee due under this AGREEMENT based on 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 90 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 100 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 100 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.

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**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

County Board

By [Redacted Signature]

Title Chairman, County Board

ATTEST:

By [Redacted Signature]  
Shelby County Clerk

(Seal)

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.

3085 Stevenson Drive, Suite 201

Springfield, Illinois 62703

By [Redacted Signature]

Title Michael G. Berry, P.E., S.E.  
Executive Vice President

ATTEST:

By [Redacted Signature]  
Steven W. Megginson, P.E., S.E.  
Title Vice President

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer



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

(14) Building permits issued

- (4) New residence
- (2) Additions to residence
- (6) Accessory buildings
- (2) Grain bins

Three occupancy inspections completed.

An agreement was reached with the owner of White tail Crossing for delinquent building fees.

Two proposed resolutions were passed by the Planning Commission and Board of appeals for the Board's consideration. The first resolution is to set a permit fee of \$500 for the building of a private wind energy tower.

The second resolution is to set a permit fee of \$25 per foot for the building of a wireless/cellular communication tower.

No application's were made for variance, rezoning, or special exception.

Denny Harris  
Zoning Administrator

**Zoning Administration  
Monthly Report  
2009**

	January	February	March	April	May	June	July	August	September	October	November	Year Total	
<b>Building Permits</b>													
Residence (Mobile, Modular, and Co Additions to Residence	3	3	3	4									
Accessory Buildings	1	1	4	6									
Grain Blns		1	3	2									
Commercial/Additions	1		0	0									
Billboard/Sign			0	0									
<b>Zoning Applications</b>													
Rezoning	0	0	0	0									
Special Exceptions	0	0	0	0									
Variances	0	0	0	0									
Sub Divisions	0	0	0	0									
Preliminary Plat	0	0	0	0									
Final Plat	0	0	0	0									
<b>Fees Received</b>	\$1,025.00	\$525.00	\$900.00	\$1,025.00									
<b>Last Year</b>	\$ 1,950.00	\$1,100.00	\$1,700.00	\$2,165.00	\$2,900.00	\$1,620.00	\$2,375.00	\$1,750.00	\$ 1,105.05	\$ 1,715.00	\$ 1,110.00	\$ 525.00	\$16,965.05

RESOLUTION NO. 09- 14

A RESOLUTION PROVIDING FOR CERTAIN FEES TO  
BE CHARGED FOR ZONING ORDINANCE MATTERS

WHEREAS, the Zoning Ordinance of Shelby County, No. 05-05, provides for the setting, from time to time, of certain fees to be charged and paid to the County for various zoning appeals and applications or petitions:


NOW, THEREFORE, be it resolved by the Shelby County Board as follows:

1. The building permit fee for a wind energy conversion system, as defined in Article II, Section 16 of the above-referenced Zoning Ordinance, which is to be primarily used for private use (not the production of electricity for re-sale), shall be \$500.00 per tower. A separate fee will be charged for each tower.
2. The effective date of this resolution shall be in full force and effect immediately.

Duly presented, adopted and passed this 13<sup>th</sup> day of May, 2009.

  
Paul Brooks, Shelby County Board Chairman

ATTEST:

  
Kathy Lantz, Shelby County Clerk  
Ex Officio Secretary of the Shelby County Board





2009 - 18

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 ROGER PAULY will expire on the first Monday in May, 2009, 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 ROGER PAULY to serve a full three year term as trustee commencing the first Monday in May, 2009, 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 ROGER PAULY 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 13<sup>th</sup> day of May, 2009.

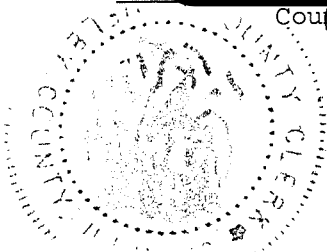


Chairman, Shelby County Board

ATTEST:



County Clerk



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 ROGER PAULY 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, 2009, and that said appointment was approved by the County Board of Shelby County on the 13<sup>th</sup> day of May, 2009.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 13<sup>th</sup> day of May, 2009.

\_\_\_\_\_  
County Clerk (Seal)



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 ROGER PAULY 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, 2009, 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 3<sup>th</sup> Day of May 2009

  
Chairman, Shelby County Board

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, ROGER PAULEY  
as Principal, and Floyd B. Hinton and Robert Amberg  
as syreties, 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.

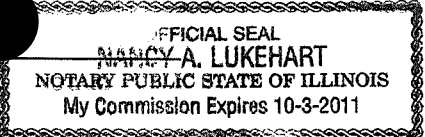
WITNESS our hands and seals this 4 day of MAY, 2009.

  
Principal  
F   
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 ROGER PAULEY and  
FLOYD B. HINTON and ROBERT AMBERG,  
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 4 day of  
May, 2009.

  
Notary Public  


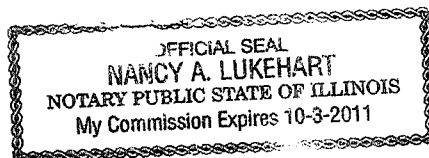
OATH OF OFFICE

I, ROGER PAULEY, 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 4 day of May, 2007

SUBSCRIBED AND SWORN TO before me  
this 4 day of May, 2007

[Redacted Signature]  
Notary Public



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

2009 - 17  
RESOLUTION APPROVING THE APPOINTMENT OF TRUSTEE  
FOR THE COWDEN FIRE PROTECTION DISTRICT

WHEREAS, the COWDEN 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 STANLEY KNEAREM will expire on the first Monday in May, 2009, and he has consented to serve another term, and

WHEREAS, the Chairman of the County Board has appointed STANLEY KNEAREM to serve a full three year term as trustee commencing the first Monday in May, 2009, 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,

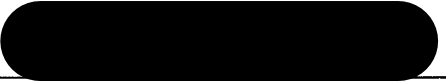
NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of STANLEY KNEAREM to serve as Trustee for the COWDEN Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred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

PASSED AND APPROVED this 13<sup>th</sup> day of May, 2009.

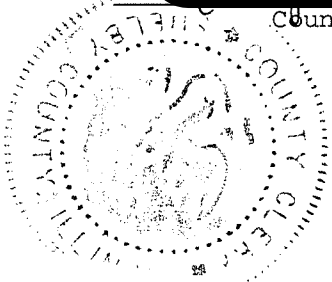


Chairman, Shelby County Board

ATTEST:




County Clerk 0



APPOINTMENT OF TRUSTEE FOR  
THE COWDEN 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 STANLEY KNEAREM as Trustee for the COWDEN 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, 2009, 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 13<sup>th</sup> Day of May 2009

  
Chairman, Shelby County Board

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

IN THE MATTER OF )  
THE COWDEN FIRE PROTECTION DIST ) NO. 76 MC 1

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that **STANLEY KNEAREM** was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE COWDEN FIRE PROTECTION DISTRICT beginning on the first Monday in May, **2009**, and that said appointment was approved by the County Board of Shelby County on the 13<sup>th</sup> day of May, 2009.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 13<sup>th</sup> day of May, 2009.

\_\_\_\_\_  
County Clerk





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

IN THE MATTER OF )  
COWDEN FIRE PROTECTION ) No. 76-MC-1  
DISTRICT )

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, STANLEY KNEAREM as  
Principal, and W. Trent Buchanan and Larry Tucker  
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 COWDEN 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 4<sup>th</sup> day of May, 2009.

[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 STANLEY KNEAREM  
and W. Trent Buchanan and Larry Tucker  
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 4<sup>th</sup> day of  
May, 2009.

[Redacted Signature]  
Notary Public



OATH OF OFFICE

I, STANLEY KNEAREM, do solemnly swear that I will faithfully perform the duties of a Trustee of the COWDEN 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 4<sup>th</sup> day of May, 2009.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me  
this 4<sup>th</sup> day of May, 2009.

[Redacted Signature]

Notary Public

BOND APPROVED.

[Redacted Signature]  
Chairman, Shelby County Board



2009 - 16  
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE  
FOR THE FINDLAY FIRE PROTECTION DISTRICT

WHEREAS, the FINDLAY 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 Diss will expire on the first Monday in May, 2009, and he does not wish to serve another term.

WHEREAS, CLINT STINER has agreed to serve as trustee, and

WHEREAS, the Chairman of the County Board has appointed CLINT STINER to serve a full three year term as trustee commencing the first Monday in May, 2009, 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,

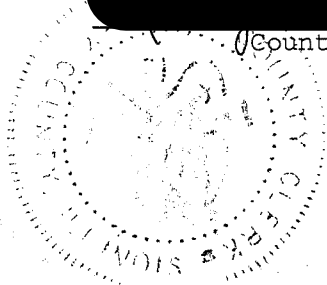
NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of CLINT STINER to serve as Trustee for the FINDLAY Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars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

PASSED AND APPROVED this 13<sup>th</sup> day of May, 2009.

  
\_\_\_\_\_  
Chairman, Shelby County Board

ATTEST:


  
\_\_\_\_\_  
County Clerk



APPOINTMENT OF TRUSTEE FOR  
THE FINDLAY 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 CLINT STINER as Trustee for the FINDLAY 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, 2009, 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 13<sup>th</sup> Day of May 2009

  
\_\_\_\_\_  
Chairman, Shelby County Board


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

IN THE MATTER OF )  
THE FINDLAY FIRE PROTECTION DIST ) NO. 75 MC 2

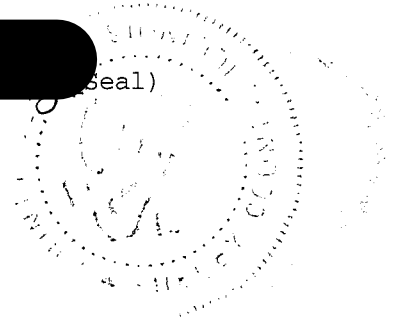
CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that CLINT STINER was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE FINDLAY FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2009, and that said appointment was approved by the County Board of Shelby County on the 13<sup>th</sup> day of May, 2009.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 13<sup>th</sup> day of May 2009.

  
County Clerk

(Seal)



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


IN THE MATTER OF )  
FINDLAY FIRE PROTECTION ) No. 75 MC 2  
DISTRICT )

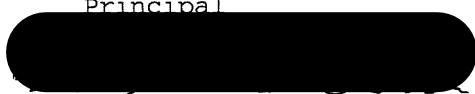
TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Clint Stineras Principal, and Wayne A. Dotson and Jessica D. Tucker 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 FINDLAY 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 29th day of April, 2009.

  
Principal


  
Surety

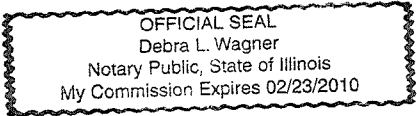
  
Surety

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 Clint Stiner and Wayne A. Dotson and Jessica D. Tucker 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 29th day of April, 2009

  
Notary Public




OATH OF OFFICE

I, Clint Stiner, do solemnly swear that I will faithfully perform the duties of a Trustee of the FINDLAY 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 29th day of April, 2009



SUBSCRIBED AND SWORN TO before me  
this 29th day of April, 2009.

  
Notary Public

OFFICIAL SEAL  
Debra L. Wagner  
Notary Public, State of Illinois  
My Commission Expires 02/23/2010

BOND APPROVED:   
Chairman, Shelby County Board

Shelby County Treasurer  
 Monthly Report of Investments  
 1-May-09  
 Bank Balance: \$11,973,272.58

Passbooks, Money Markets,  
 & Certificates of Deposits

Checking & Cash

\$	625,196.01	MMD		
\$	1,656,075.58	MMD	General Fund	\$ 51,497.47
\$	-			
\$	-		County Payroll Clearing	\$ 36,315.00
\$	-			
\$	-		Section 105 Claims	\$ 1,000.00
\$	-			
\$	302,312.31	PB	County Health Fund	\$ -
\$	120,188.21	CD		
\$	14,110.51	MMD	County Health-TB	\$ -
\$	-			
\$	36,816.93	MMD	Animal Control Fund	\$ 37,553.18
\$	22,919.01	MMD		
\$	90,539.50	PB	Ambulance Fund	\$ -
\$	148,973.55	MMD		
\$	759,499.90	MMD	Mental Health Fund	\$ -
\$	-			
\$	648,445.76	PB	IMRF Fund	\$ -
\$	-			
\$	185,659.83	PB	Social Security Fund	\$ -
\$	54,386.08	CD & MMD		
\$	20,613.54	PB	Indemnity Fund	\$ -
\$	-			
\$	2,137.47	PB	Court Security Fund	\$ -
\$	-			
\$	209,800.36	MMD	County Bridge Fund	\$ -
\$	-			
\$	149,665.45	PB	County Highway Fund	\$ -
\$	-			
\$	276,254.69	MMD	FASM Fund	\$ -
\$	-			
\$	539,354.56	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	4,480.35	PB	Tourism Fund	\$ -
\$	95,143.72	CD & MMD		
\$	110,461.09	PB	Probation Fund	\$ -
\$	55,218.61	CD & MMD		
\$	85,746.24	PB	Assist Court Fund	\$ -
\$	-			
\$	5,103.21	PB	Law Library Fund	\$ -
\$	-			
\$	87,291.53	PB	Automation Fund	\$ -
\$	-			
\$	78,817.58	PB	Recording Fund	\$ -
\$	-			
\$	13,219.61	PB	Drug Traffic Fund	\$ -
\$	60,000.00	CD		
\$	43,465.69	MMD	Airport Fund	\$ 971.38
\$	239,595.08	CD & MMD		
\$	435,368.07	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 22,242.68
\$	-			
\$	255,726.19	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 21,439.51
\$	-			
\$	-		Township Construction Fund	\$ 714.03



\$	286,487.72	MMD		
\$	933,941.94	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,128.96	PB	Estate Tax Fund	\$ -
\$	-			
\$	216,267.98	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	8,068.31	PB	Probation Drug Testing	\$ -
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	41,943.60	MMD		
\$	209,076.14	PB	Drainage Fund	\$ 2,000.00
\$	-			
\$	55,275.35	PB	Document Storage Fund	\$ -
\$	80,216.54	MMD		
\$	82,396.19	PB	Misc County Health Fund	\$ -
\$	26,886.54	MMD		
\$	43,963.67	PB	Litigation Fund	\$ -
\$	206,618.83	CD		
\$	123,501.91	PB	Revolving Loan Fund	\$ -
\$	-			
\$	12,060.66	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	51.54	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	618.61	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	1,456.83	PB	Rescue Squad Fund	\$ -
\$	-			
\$	859.59	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	11,299.65	PB	DUI Equipment Fund	\$ -
\$	-			
\$	24,080.17	PB	GIS Fund	\$ -
\$	1,114,342.09	CD		
\$	245,348.82	PB	Capital Improvement Fund	\$ 538,043.23
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
				\$ 11,875,618.80

County Collector Accounts

Shelby County State Bank-Checking	\$ 932.72
Busey Bank-Checking	\$ 204.00
National Bank at Pana	\$ 253.03
First National Bank of Assumption	\$ 275.46
Community Banks of Shelby County-Cowden	\$ 765.02
Shelby County State Bank-Strasburg	\$ 904.14
First Federal Savings & Loan-Shelbyville	\$ 1,552.22
Busey Bank-Real Estate Tax Trust Account	\$ 3,124.08
Shelby County State Bank-Shelbyville-Money Market	\$ 83,595.03
Busey Bank-Money Market	\$ 2,068.34
Ayars State Bank-Moweaqua	\$ 809.69
Shelby County State Bank-Findlay	\$ 414.02
First National Bank of Pana	\$ 514.69
Peoples Bank of Pana	\$ 222.83
Prairie National	\$ 379.93
Shelby County State Bank-Windsor Branch	\$ 558.64
Dewitt Federal Savings & Loan-Moweaqua	\$ 306.74
Sigel Community Bank	\$ 479.52
Shelby County State Bank-Moweaqua	\$ 293.68
	\$ 97,653.78

CERTIFICATE OF DEPOSITS  
May 1, 2009

General Fund(001) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>625,196.01</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>36,816.93</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>22,919.01</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>148,973.55</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>9,386.08</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>95,143.72</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>218.61</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>114,595.08</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>286,487.72</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>80,216.54</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 08/02/2009 2.65% Interest	\$ <u>120,188.21</u>

CERTIFICATE OF DEPOSITS  
May 1, 2009

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 08/14/2009 1.84% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 10/20/2009 1.25% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 08/20/2009 2.00% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151  .85% Interest	\$ <u>206,618.83</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 20555 Matures 10/16/2009 3.75% Interest	\$ <u>1,114,342.09</u>
TOTAL	\$ <u>3,086,102.38</u>