

November 4, 2008

SHELBY COUNTY BOARD MEETING AGENDA

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

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. State's Attorneys Appellate Prosecutor Service Program Resolution
5. BPI Coal Bed Methane Contract Extension Proposal
6. Illinois Landowners Association
7. AFSCME Contract
8. Drunk and Drugged Driving Prevention Month Proclamation
9. County Highway Engineer Alan Spesard – Highway Engineer's Report
10. Zoning Administrator Dennis Harris – Zoning Report
11. Committee Reports
12. Chairman Frazier Updates
13. Chairman Frazier Appointments
14. Correspondence
15. Public Body Comment
16. Adjournment

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

REMINDER: Please silence cell phones during Board Meeting

SHELBY COUNTY BOARD MEETING

November 12, 2008 – 9:00 A.M.

The Shelby County Board met on Wednesday, November 12, 2008 at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

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

The Clerk called the roll. Floyd Storm was absent.

Minutes of the November 12, 2008 regular Board meeting were presented for approval.

MOTION: Norma Stewart made motion to approve the minutes of the November 12, 2008 Board meeting as presented. Ralph May seconded the motion.

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

Chairman Frazier presented the annual Resolution to contract with the State's Attorneys Appellate Prosecutors Office to handle our criminal and juvenile appeals. The annual contract fee is \$7,000.00.

MOTION: Richard Reynolds made motion to approve the Resolution to contract with the State's Attorneys Appellate Prosecutors Office as presented. Glenn R. "Dick" Clark seconded the motion.

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

Judge Michael Kiley was thanked by the Chairman for allowing the County Board meeting to be held in Courtroom A.

E. C. Eberspacher, Attorney for the Illinois Landowners Association (ILA), addressed the Board to present ILA's counterproposal to the BPI extension proposal of the primary term of their mineral lease with Shelby County. Details of the counterproposal are on file in the County Board files in the County Clerk's office.

Neil Storm, ILA President, on behalf of the ILA board and members encouraged the County Board to accept the ILA's counterproposal.

Beverly Parish questioned BPI's ability to pay their bills.

Dan Anderson, representative of BPI Industries, requested the Board consideration of BPI's extension agreement of their original mineral lease with Shelby County. Details of the proposal are on file in the County Board files in the County Clerk's office.

MOTION: Roger Pauley made motion to deny BPI's extension agreement of their coal bed methane lease with Shelby County. Robin Robertson 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: Storm
Not Voting: Frazier
Motion carried

Rob Amling requested the Board wait until the January 2009 Board meeting to consider the ILA counterproposal. Doing so, would allow the newly elected Board members to be seated and to review the proposal.

MOTION: Rob Amling made motion for the Board delay action on the ILA counterproposal until the January 2009 Board meeting. Glenn R. "Dick" Clark seconded the motion.

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

Chairman Frazier informed the Board that Labor Counsel Knuppel had reviewed the AFSCME contract and that the tentative contract is correct. Fees and Salaries Committee Chairman Larry Lenz stated the Committee recommends approval of the contract.

MOTION: Larry Lenz made motion to approve the tentative AFSCME contract as presented. Roger Pauley seconded the motion.

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

Shelby County Board Meeting
November 12, 2008

County Clerk Kathy Lantz presented a Proclamation on behalf of Probation Office Heather Wooters requesting the County Board proclaim December 2008 as Drunk and Drugged Driving (3D) Prevention Month.

MOTION: Glenn R. "Dick" Clark made motion to approve the Proclamation declaring December 2008 to be declared Drunk and Drugged Driving (3D) Prevention Month.
Paul Brooks seconded the motion.

VOTE: All voted aye by voice and the motion carried

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard presented for approval the Local Agency Agreement for Federal Participation between the State and Shelby County to amend the original Neoga Road construction project funding agreement to provide for the coverage of all bills. The original state match did not cover all the claims. The project total was \$1,392,462.00 with 80% Federal funding, 20% State funding and no local share probably needed.

MOTION: Robin Robertson made motion to approve the Local Agency Agreement to amend the original Neoga Road construction project Funding agreement as presented.
Ralph May 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 the County Bridge (#087-3012) Project. Cost share is 80% Federal grant and the remainder between the State and Shelby County. This agreement will probably be amended in a year or so.

MOTION: Barbara Bennett made motion to approve the Local Agency Agreement for funding of the Township Bridge (#087-3012) Project as presented.
Glenn R. "Dick" Clark seconded the motion.

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

The next agreement presented was for the Local Agency Agreement for Jurisdictional Transfer between Shelby County and Holland Township. Holland Township would take over 2.03 miles of County Highway from the NE corner of Section 34, T10N, R4E, 3rd PM at the intersection with FAS 653 (CH6) thence southerly 1 mile along CH 25 thence Easterly 1.03 miles along CH 25 to its intersection with TR282/CH25 in its entirety. The 2.03 miles would be deleted from the County Highway road system.

MOTION: Robin Robertson made motion to provide for the deletion of the above described 2.03 miles of the County Highway road system to the Holland Township road system.
Paul Brooks seconded the motion.

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

In conjunction with the above agreement, Mr. Spesard presented a Resolution providing for the deletion of 2.03 miles of the County Highway road system to the Holland Township road system as described above.

MOTION: Larry Lenz made motion to approve the Resolution providing for the deletion of 2.03 miles from the County Highway system to the Holland Township road system as described above.
Jim Warren seconded the motion.

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

The next agreement presented was for the Local Agency Agreement for Jurisdictional Transfer between Shelby County and Holland Township. Shelby County would take over 1.0 mile of Holland Township from the NE corner of Section 35, T10N, R4E, 3rd PM at the intersection with FAS 653 (CH6) thence southerly 1 mile along TR282 to its intersection with CH25 in its entirety. The 1.0 mile would be added to the County Highway road system.

MOTION: Paul Brooks made motion to provide for the addition of the above described 1.0 mile of the Holland Township road system into the County Highway road system.
Jim Warren seconded the motion.

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

Shelby County Board Meeting
November 12, 2008

In conjunction with the above agreement, Mr. Spesard presented a Resolution providing for the addition of 1.0 mile from the Holland Township road system into the County Highway road system as described above.

MOTION: Glenn R. "Dick" Clark made motion to approve the Resolution providing for the addition of the 1.0 mile from the Holland Township road system into the County Highway road system as presented.
Robin Robertson seconded the motion.

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

The last Resolution presented by Mr. Spesard requested approval for the Highway Road and Bridge Committee to act on the purchase of a road patching machine and oil storage tanker for the Highway Department. Funding for the purchase will come from the Highway Departments budget.

MOTION: Robert Jordan made motion to authorize the Highway Road and Bridge Committee to act on the purchase of a road patching machine and oil storage tanker for the Highway Department.
Norma Stewart 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 noting that the semi-annual Highway Commissioners Conference was held on November 7, 2008 and went well.

Zoning Administrator Denny Harris updated the Board on the activities of the Zoning Department. Mr. Harris highlighted the Zoning monthly report. Mr. Harris presented the tabled Zoning Ordinance Resolution containing three zoning ordinance amendments for approval. The Resolution was held over from last month's Board meeting. Mr. Amling expressed his concerns of each amendment if passed. Discussion followed.

MOTION: Jim Warren made motion to deny the approval of the above-stated Zoning Ordinance Resolution containing three amendments as presented.
Fred Doerner seconded the motion.

At this time, Chairman Frazier called a 10-minute recess.

The Chairman reconvened the meeting after the recess and the Clerk called the roll. Absent was Floyd Storm.

Chairman Frazier called for the vote of the above-stated motion and second to the motion.

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

Chairman Frazier called for Committee reports.

Ralph May, Chairman of the Public Buildings Committee, read a memo from Sheriff Miller describing the exterior Courthouse repair project schedule and other issues relating to the repairs.

Paul Brooks, a member of the Law Enforcement Committee, spoke to the repairs and renovations Sheriff Miller is seeking for the Detention Center's computer panel and room. Costs would be approximately \$100,000.00 and are not budgeted in the Sheriff's budget. Mr. Brooks requested the Board members stop by the Detention Center to speak with Sheriff Miller and see the area that needs the repairs.

Liquor Commissioner Frazier informed the Board that the State Liquor Control Commission has issued an Order of Revocation against Eagle Creek Resort. The Order has been stayed for 30 days. Chairman Frazier stated that Eagle Creek Resort's county liquor license will be revoked. Sheriff Miller will pick up the license from Eagle Creek on Monday.

There were no appointments.

Shelby County Board Meeting
November 12, 2008

Correspondence included a note of thanks from Mrs. Lantz for the flowers sent by the Board members at the passing of her father, Bob Sylvester.

Steve Melega, Health Department Administrator, updated the Board on the Oconee Mini Mart's issues that prevent the issuance of a food permit to the business at this time. Mr. Melega introduced the department's Director of Nursing, Colleen Hinton. Mrs. Hinton will be leaving the department after 17 years of service. Mr. Melega stated that Mrs. Hinton will be sadly missed.

Per diem and mileage issues pertaining to West Central Development Council (WCDC) Committee members who have been attending scheduled meetings were resolved. It was decided to ask the Board if the members should continue to attend meetings for the WCDC.

MOTION: Jim Warren made motion to have the committee members discontinue attending WCDC meetings.
Norma Stewart seconded the motion.

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

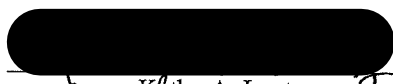
Chairman Frazier reminded the Board members of the Organizational meeting of the Board to be held on December 1st at 9:00 A.M. in Courtroom B following the swearing-in ceremony at 8:30 A.M. in Courtroom B. Floyd Storm and Ralph May, outgoing Board members, were commended for their outstanding and dedicated service to Shelby County. Chairman Frazier stated to the Board members that he has been honored and privileged to have served as their Chairman for three terms. He will not seek re-election as Chairman.

There was no Public Body Comment.

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 November meetings, to pay the bills and payroll as approved by the Committees and adjourn until the Organizational meeting to be held on December 1, 2008.
Robin Robertson seconded the motion.

VOTE: All voted aye by voice, motion carried and the meeting was adjourned at 11:40 A.M.


Kathy A. Lantz
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

November 12, 2008

SESSION

		ROLL CALL			QUESTIONS									
		MILEAGE	11/12/2008 10 minute session	11/12/2008	ON MOTIONS TO deny the BP Extensions of Coal Bed Methane Lease		ON MOTIONS TO table deny deny the BP to meet the zoning by ordinance #1, 2, 3 not presented.		ON MOTIONS TO (discontinue attendance at any WCB meeting)		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS			A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓	✓	✓		✓	-	✓	.				
110	BARR, KENNETH	50	✓	✓	✓		✓			✓				
116	BEHL, ROBERT H.	42	✓	✓	✓		.	✓	✓	.				
117	BENNETT, BARBARA	40	✓	✓	✓		✓		a					
	BROOKS, PAUL		✓	✓	✓		.	✓		✓				
133	CLARK, GLENN "DICK"	12	✓	✓	✓		.	✓		✓				
	DOERNER, FRED		✓	✓	✓		✓		✓					
214	DURBIN, JESSE	12	✓	✓	✓			✓	✓					
490	FRAZIER, GEORGE		✓	✓	x	x	x	x	x	x				
177	HAYDEN, RICHARD	44	✓	✓	✓		.	✓	.	✓				
220	HOENE, PAUL	55	✓	✓	✓		✓		✓					
193	JORDAN, ROBERT N.	31	✓	✓	✓		✓			✓				
206	LENZ, LARRY	26	✓	✓	✓		✓		✓					
218	MAY, RALPH	20	✓	✓	✓		.	✓	.	✓				
457	PAULEY, ROGER	18	✓	✓	✓		✓		✓					
458	REYNOLDS, RICHARD JR.	32	✓	✓	✓		✓			✓				
181	ROBERTSON, ROBIN		✓	✓	✓			✓		✓				
148	ROESSLER, JOHN JACK	12	✓	✓	✓		.	✓	.	✓				
221	SIMS, TERRY JOE	24	✓	✓	✓		✓			✓				
137	STEWART, NORMA J.	52	✓	✓	✓		✓		✓					
291	STORM, FLOYD	32	a	a	a	a	a	a	a	a				
329	WARREN, JAMES	28	✓	✓	✓		✓		✓					

1 absent
3 ayes
0 nays
1 not voting
motion passed

1 absent
2 ayes
8 nays
1 not voting
motion passed

2 absent
9 ayes
10 nays
1 not voting
motion denied

RESOLUTION

2008-57

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2009, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the Shelby County Board, in regular session, this 12th day of November, 2008 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the Shelby County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2009, commencing December 1, 2008, and ending November 30, 2009, by hereby appropriating the sum of \$7,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2009.

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

12th day of November, 2008.


Chairman

ATTEST: 


County Clerk

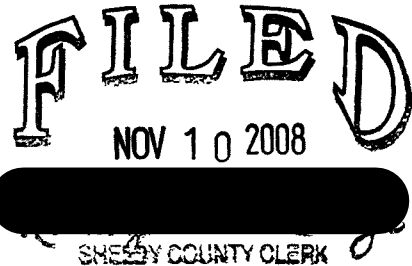
FRANKLIN E. D.
E. C. EBERSPACHER
E. EBERSPACHER NOHREN
WALTER B. LOOKOFKY

DOVE & DOVE
ATTORNEYS AT LAW
151 SOUTH MORGAN STREET
P.O. BOX 647
SHELBYVILLE, ILLINOIS 62565-0647

ROBERT I. DOVE
(1906-1976)

Telephone: 217/774-2137
Facsimile: 217/774-2234

November 7, 2008



Hon. George Frazier, Chair
Shelby County Board
301 East Main Street
Shelbyville, Illinois 62565

In re: BPI/Shelby County, Illinois
Coal Bed Methane Lease
Illinois Landowners' Association, an Illinois
Not-For-Profit Corporation Counterproposal

Dear Mr. Frazier:

The Minutes of the November 12, 2003 County Board Meeting reflect that after selling the underground coal acquired by the County some years ago, the Board leased its Coal Bed Methane Gas ("CBM") to BPI on the following terms:

1. Lease Bonus \$100.00
2. 25,000 share stock option in BPI for 1 year
3. 1/8th Royalty in methane gas
Minimum Annual Royalty of \$34,037.00
4. 5 year term

In an 11 to 9 vote, this lease was approved.

Now, five years later BPI seeks an extension of this lease for one year for the payment of \$1,000.00 while BPI "continue to produce the pilot project." In fact, there is no production continuing because BPI has failed to pay over \$5,000.00 due Miller Oil Co. of Cowden for the propane used to operate the 13 existing CBM wells. Furthermore, as recently reported in the news media, BPI is insolvent, if not bankrupt, so that there is no reasonable likelihood of "continued production", much less the now obviously mistaken, if not fraudulent, economic impact promised by the Economic Impact Study upon which the decision to lease was based. (\$500,000 in Royalty Payments in 2007-2008 versus -0-; 200 producing wells in 2007-2008 -vs- 13 non-

Mr. George Frazier
November 7, 2008
Page Two

producing wells; \$45 million dollars in construction and transport infrastructure in 2007-2008; \$850,000 in local expenditures and employment and payroll in 2007-2008; when in fact BPI has nothing to show and no Annual Royalty paid for four years!).

BPI's own Consolidated Statement of Operation shows: a net loss for the year ended July 31, 2008 of \$14,832,000.00 and a net deficit of liabilities over assets of \$47,834,000.00.

As reported on Market Watch (www.marketwatch.com) on October 30, 2008:

" The company is currently insolvent, and its operations do not provide sufficient cash flow for it to pay all of its obligations as they become due."

BPI has a cash balance and accounts receivable of less than \$350,000.00 and accounts payable/accrued liabilities of \$1,700,000.00. BPI has failed to file its Annual Report on form 10.K with the Federal Securities and Exchange Commission due to its inability to pay its auditors or its lawyers.

BPI is insolvent, if not bankrupt. Any lease extension from Shelby County will likely end up in the hands of a Bankruptcy Trustee or assigned for a profit by BPI to a speculator. It is not in Shelby County's best interests to be hauled into U.S. Bankruptcy Court to try and save these property rights (with attorney's fees of thousands of dollars) and if BPI is going to assign those rights, that profit ought to go to the taxpayers, not BPI.

The Illinois Landowners Association is an Illinois not-for-profit Corporation organized and existing for the purpose of assisting landowners whose coal (and CBM) has been sold, to try and protect their surface rights. The members are Shelby County landowners and taxpayers represented by the Shelby County Board. Instead of a worthless lease with a foreign company on the brink of bankruptcy, the ILA makes the following counterproposal:

1. ILA will pay Shelby County \$5,000.00;

Mr. George Frazier
November 7, 2008
Page Three

2. Shelby County will convey its interest in the CBM to ILA reserving to the County a 1/8 overriding Royalty Interest in any CBM ever produced from those lands, in perpetuity;
3. ILA will offer to restore the CBM rights, subject to the County's 1/8 overriding Royalty Interest, to each surface owner at a cost designed to cover ILA's expenses in so doing (ILA is an Illinois not-for-profit corporation);
4. At the end of June, 2009, any CBM rights not restored to the ownership of the owners of the surface will be reconveyed to Shelby County.

If the ILA Counterproposal is accepted:

Shelby County receives 5 times the amount BPI has offered;

Shelby County will retain its 1/8 Royalty interest in all 64,000 acres, forever;

Shelby County will incur no expense in restoring the CBM to the surface owners;

In 6 months, rather than 12 months as BPI proposes, Shelby County will be in a position to still hold a significant block of CBM rights should a solvent company decide that CBM remains a viable project;


Should CBM production ever become viable, the developer would be in no different position than an Oil and Gas developer is now - if it is economically feasible exploration will occur and Shelby County will get its 1/8 Royalty and if exploration is not economically feasible there will be no development and Shelby County will lose nothing;

Most importantly, however, the County Board will be acting in the best interests of both the landowners and those citizens whose lands have not been threatened by the advent of technology unknown to us or our predecessors in title when the coal rights were first severed from the surface ownership those many, many years ago.

Mr. George Frazier
November 7, 2008
Page Four

Finally, if the County Board determines not to accept ILA's Counterproposal, please do not add insult to injury by extending the BPI lease, an action that will sell the future of our hard-working, taxpaying members for a pocketful of promises.

Very truly yours,
Illinois Landowners Association
an Illinois Not-for-Profit Corporation
by Dove & Dove, Attorneys at Law

by: 
E.C. Eberspacher,
one of their attorneys

cc: Hon. Allan F. Lolie,
Shelby County State's Attorney
All County Board Members and
Board Members elect



**Illinois
Landowners
Association**

**P.O. Box 146
Shelbyville, IL 62565
217-774-2151**

*Dedicated to protecting and
preserving landowners rights
for future generations*

October 31, 2008

George Frazier
607 N Morgan
Shelbyville, IL 62565

Dear George:

The Illinois Landowners Association (ILA) was organized in 2006 to work for the landowners of Shelby County that were immediately affected by the drilling for Coal Bed Methane gas in the southwest one-third of the county by BPI Energy Holdings, Inc.

BPI has come to the county board and asked for you to extend their mineral lease on 64,000 acres for one year.

First, on September 23, 2008, BPI filed a United States Securities and Exchange Commission (SEC) Form 8-K, which claims BPI, has breached the covenants under the advancing term credit agreement from GasRock Capital LLC.

In this document, BPI discloses it has failed to:

- replace James E. Craddock with another manager acceptable to GasRock,
- prevent its adjusted current liabilities from exceeding its adjusted current assets,
- pay all indebtedness due to Superior Well Services, Inc. and other creditors,
- use discretionary D&A Loan proceeds only for uses approved by GasRock.

Secondly, on October 30, 2008, BPI in a press release announced a financial update stating:

- BPI is currently insolvent and its operations do not provide sufficient cash flow for it to pay all its obligations as they become due,
- a significant portion of BPI's accounts payable and accrued liabilities are past due,
- BPI is not able to file its Annual Report on Form 10-K for the fiscal year ended July 31, 2008, with the SEC by the filing deadline of Oct. 29, 2008, due to the company's inability to fund the audit of its financial statements or legal services and other related costs.

If BPI is unable to obtain additional financing in the near term, it will likely file bankruptcy. It is not in the best interest of Shelby County and its citizens to continue any business agreement with BPI and its unknown successors.

BPI has made a lot of promises to county of financial gain. The county has received only a small portion of those financial promises and now, clearly, the county will never see BPI's promises fulfilled.

ILA is asking you to please VOTE AGAINST renewing a lease with BPI.

Thank you for your consideration.

Sincerely,

Neil Storm, president
Illinois Landowners Association



October 24, 2008

George Frazier, Chairman
Shelby County Board
301 East Main St.
Shelbyville, IL 62565

Re: Shelby County / BPI Energy
CBM Lease Term Extension

Dear Chairman Frazier:

Per the discussions at the October Shelby County Board meeting, please consider this letter and attached extension agreement as our formal request for an extension of the primary term of our existing Mineral Lease with Shelby County. We are proposing a simple 12 month extension to the original primary term which expires on November 12, 2008.

We are proposing to pay the county One Thousand Dollars (\$1,000.00) for the 12 month extension.

As you will see from the extension form, all other aspects of the lease remain the same. Our desire is to continue to produce the pilot project in Cold Springs Township to determine the commercial viability of the project. As we discussed, to date we have had mixed results and hope that the additional production time will allow us to see the water production decrease and the gas production increase.

We are hopeful that the additional time will allow us to achieve the commercial success we all want.

Respectfully,


Dan J. Anderson
Director, Property Acquisitions
Enc: Extension Agreement
CC: Alan Lollie, States Attorney

BPI Energy, Inc. 95 N. Research Dr., Suite 110, Edwardsville, IL 62025
Tel: 618.659.9000 Fax: 618.659.9099

**LEASE TERM EXTENSION
(MINERAL LEASE)**

State: Illinois
County: Shelby

Lessor: Shelby County, Illinois
301 East Main St.
Shelbyville, IL 62565

Lessee: BPI Energy, Inc. (previously BPI Industries, Inc.)
30775 Bainbridge Rd., Suite 280
Solon, OH 44139

Effective Date: November 12, 2008

This Lease Extension (the "Agreement"), is between Lessor and Lessor, both named above.

Lessor is the owner of all or an undivided interest in and to the rights, title and interests in the coalbed and coalmine methane gas (minerals) described and covered by a Mineral Lease, and Lessee is the owner of all of Lessee's rights, title and interests in and to that certain coalbed and coalmine gas (mineral) lease (the "Lease"), dated November 12, 2003, and Memorandum Of Mineral Lease recorded on November 12, 2003 as Document Number 03-5438 in the Records of Shelby County, Illinois. Reference is made to the recorded Memorandum Of Mineral Lease for a full description of the lands it covers, and for all other purposes.

It is the mutual desire of Lessor and Lessee to amend the Lease to extend the primary term of the Lease as provided for in this Agreement.

For and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Lessor, the primary term of five (5) years stated in Section 4 of the Lease, is deleted and in lieu of

that statement there is substituted the words and figure "six (6)," extending the primary term of the Lease to November 12, 2009.

Except as amended by this Agreement, the Lease shall remain unchanged, and for the consideration paid by Lessee and received by Lessor: (a) Lessor and Lessee ratify, confirm, and adopt the Lease as amended and acknowledge that it is valid, subsisting, in full force and effect, and agree that the sum paid by Lessee to Lessor shall be the consideration for this Agreement for the extended period of the Lease; and, (b) Lessor grants, leases and lets the lands described in the Lease to Lessee, its successors, sublessees and assigns, as to all the terms and provisions of the Lease as amended by this Agreement.

This Agreement is binding on and shall inure to the benefit of the respective heirs, successors, legal representatives, sublessees or assigns of Lessor and Lessee. It is executed by Lessor and Lessee as of the date of the acknowledgment of their signatures below, but is effective, for all purposes, as of the Effective Date stated above.

LESSOR:

County of Shelby, Illinois

BY: _____

Its _____

LESSEE:

BPI ENERGY, INC.

BY: _____

Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary

act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of **BPI ENERGY, INC.**, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such _____ he signed and delivered the said instrument of writing as _____ of said Corporation, pursuant to authority given by the Board of Directors of said Corporation as his free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:



BPI ENERGY

November 10, 2008

FILED
NOV 10 2008

SHELBY COUNTY CLERK

George Frazier, Chairman
Shelby County Board
301 East Main St.
Shelbyville, IL 62565

Re: Shelby County / BPI Energy
CBM Lease Term Extension

Dear Chairman Frazier:

I look forward to addressing the board this Wednesday regarding our request for a CBM lease extension and believe that it is important to address several inaccuracies that appeared in the Shelbyville Daily Union on November 4, 2008.

First, the article indicated that call(s) to BPI were not returned. That is not the case. One voicemail message was left on my personal cell phone Monday afternoon November 3rd. I returned that call Tuesday morning November 4th and was informed that the article had already been written and published. No calls were placed to our Edwardsville, Illinois office or our corporate office in Solon Ohio.

A portion of one of BPI's SEC's filings was referenced in the article regarding the companies financial condition and stated that if the company is not able to be obtain additional financing, it could be forced to file for reorganization. That is a possibility. We previously have had financing arranged. But due to the recent credit crisis our country is undergoing, that financing opportunity was withdrawn due to the companies that we were working with having to use their cash to meet their own market requirements.

As we watch GM, AIG, Ford, Chrysler and a multitude of other major corporations deal with financial problems, I don't believe our current situation is unique. We are not asking the government to bail us out. We are dealing with it ourselves.

If I recall correctly, the county was experiencing a similar situation in 2004 when we wrote Shelby County a check for 2.1 Million Dollars.

A letter from The Illinois Land Owners Association quoted several items from one of our SEC filings regarding a letter from our primary lender Gas Rock Capital. The statements used by the ILA were only a small part of the filing. The balance of the filing included information that BPI did not agree with the Gas Rock letter and in fact, the filing goes on to provide that BPI and Gas Rock have reached an forbearance agreement that provides time (until the spring of 2009) for BPI to correct any deficiencies in our loan status.

The ILA letter further states that the county has received only a portion of what was promised. That is also not the case. To date, BPI has paid Shelby County over Two Million Dollars and invested over Four Million Dollars in a Shelby County CBM pilot project and is trying diligently to produce methane gas from the coal reserves. I am at a loss as to what we promised and not delivered.

If the gas can be produced, we will produce it. To date the results have not been what we want to see, but as I indicated in the last board meeting, we still believe in the project and if the county will work with us, we are willing to continue to try and produce the gas.

With the ILA and Farm Bureau fighting us every step of the way, it has not been an easy road. It appears to me that their attitude is to support sending our energy dollars to other countries rather than try and produce it right here in our own country. I personally just do not understand that attitude.

BPI has purchased land in Shelby County and is a tax payer. I might also mention that we tried to join both the Farm Bureau and the ILA and both organizations refused to let us join, even though we are tax paying land owners in Shelby County.

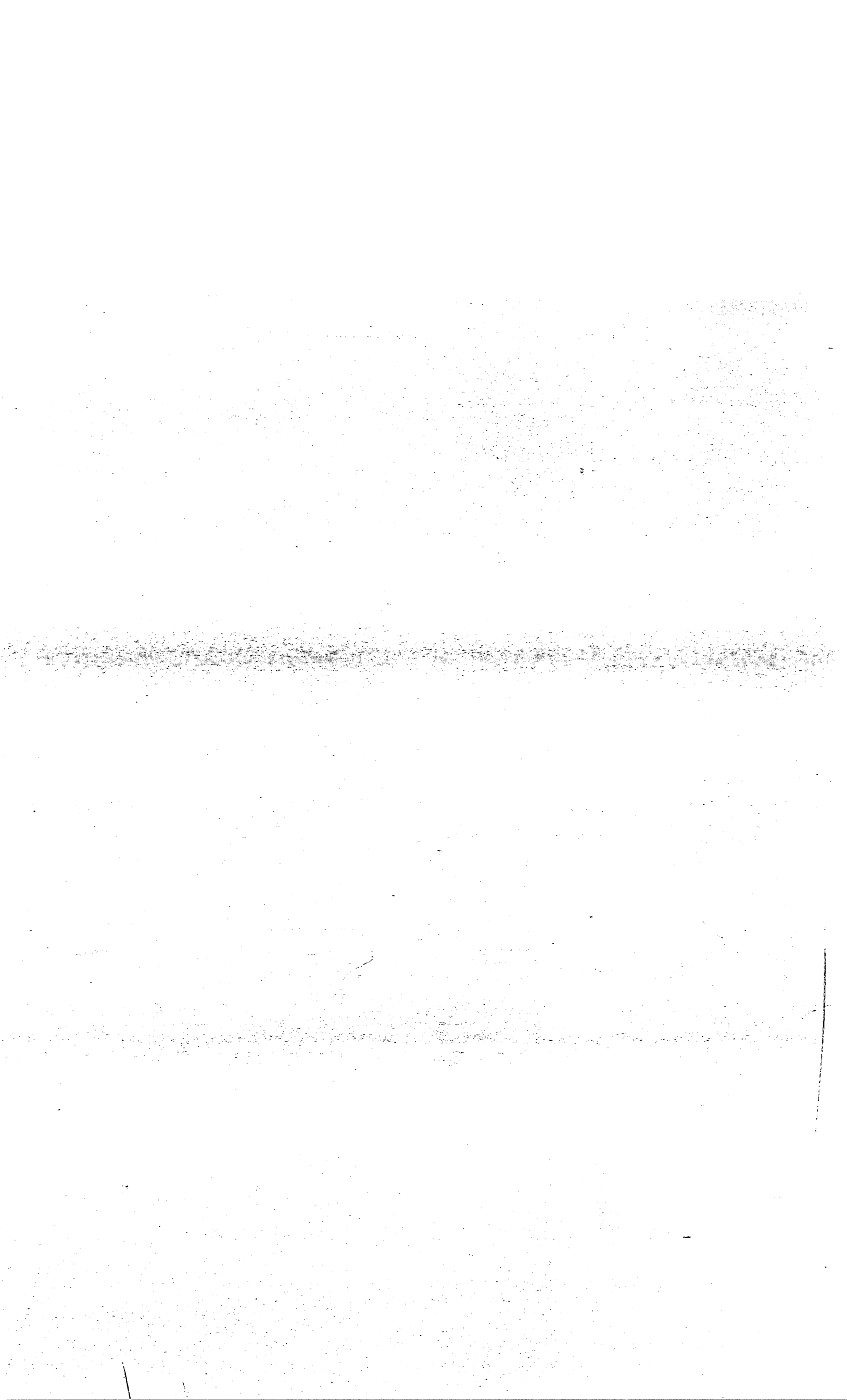
The Daily Union article stated that the royalties that were promised may be difficult to collect. There are no royalties due until gas is sold. That is the whole point of requesting the extension. Until there is sufficient gas production, there can be no gas sales and no royalties. Our single goal all along has been to produce and sell gas.

Including the initial payment to the county, we have spent over Six Million Dollars trying to produce coalbed methane gas in Shelby County. Spread over the sixty month term of our lease, that is an investment of over One Hundred Thousand Dollars Per Month in the Shelby County project.

The Daily Union article states that our gas supplier had shut us off and forced us to shut the project down. That is simply not the case. We have been and continue to work with all of our creditors and suppliers to manage our current financial situation.

Further, we are currently working with a variety of financing sources to fund continuing operations. We are confident we will work that out.

If the board decides not to extend our lease, our multi-million dollar investment will be lost to us and the county. If the county board agrees to the short 12 month extension, we will do everything in our power to produce gas and make the project work.




November 10, 2008

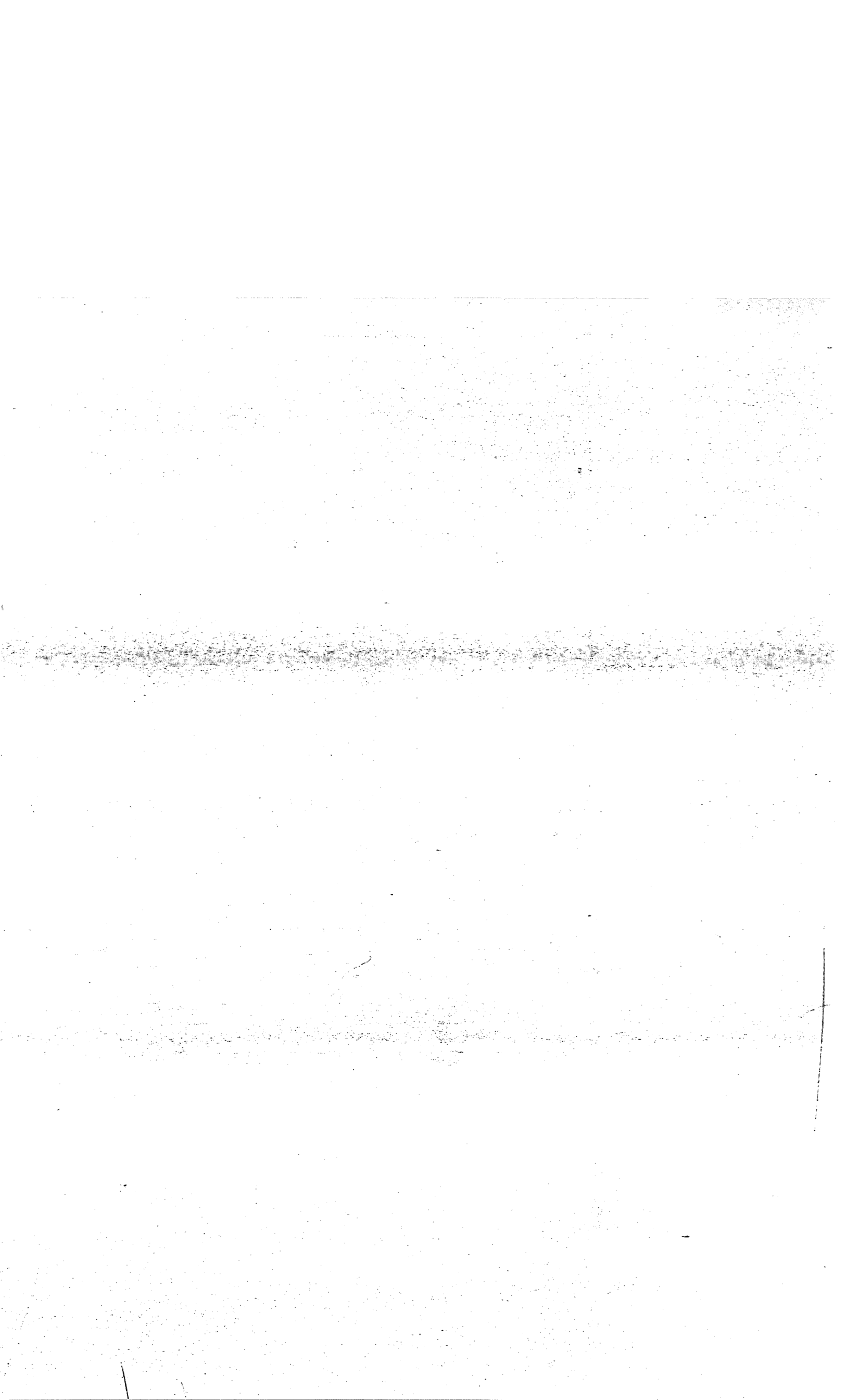
If it works out, we will all benefit. If it doesn't, then in twelve short months, we will know that we all did our best to make it work.

The wells are in. The investment has been made. I see no down side for the board agreeing to the short extension. But, there is certainly no upside if the extension is denied. If the county will work with us, we will do all we can to make the project work.

Respectfully,



Den J. Anderson
Director, Property Acquisitions
CC: Alan Lollie, States Attorney
CC: Shelby County Board



PROCLAMATION

Drunk and Drugged Driving (3D) Prevention Month

Whereas, more violent deaths are attributed to traffic crashes than any other cause of death, and in 2007 there were 434 alcohol-related fatalities in the state of Illinois, and

Whereas, approximately 3 in every 10 Americans will be involved in an alcohol-related crash at some time in their lives; and

Whereas, the December holiday season is traditionally one of the most deadly times of the year for alcohol-impaired driving and is an appropriate time to focus attention on both the problems and the solutions; and

Whereas, for thousands of families across the nation, the December holidays are a sad time to remember loved ones they lost to an impaired driver during a previous holiday season; and

Whereas, community based programs involving consumer education, effective laws, and strong law enforcement have been proven successful in reducing impaired driving; and

Whereas, organizations from every state are joining together this December by supporting anti-impaired driving programs and policies; and

Whereas, Shelby County is a partner in that effort to make our roads and streets safer;

Now, therefore, I, George Frazier, Shelby County Board Chairman, do hereby proclaim December 2008 as **Drunk and Drugged Driving (3D) Prevention Month** and do hereby call upon all citizens, government agencies, business leaders, hospitals, schools, and public and private institutions in Shelby County to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December, 2008 holiday season.


Signature

Neoga Road

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 Amendment #01 for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Contract	R Force Account
Section 05-00260-00 RS	Fund Type STR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-153-06	SR-0656 (110)				

This Amendment 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".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Amended Division of Cost

Type of Work	STR	%	STATE MATCH	%	LA	%	Total
Participating Construction	1,113,970	(80)	278,492	(*)		(Bal)	1,392,462
Non-Participating Construction	()	()	()	()		()	
Preliminary Engineering	()	()	()	()		()	
Construction Engineering	()	()	()	()		()	
Right of Way	()	()	()	()		()	
Railroads	()	()	()	()		()	
Utilities	()	()	()	()		()	
TOTAL	\$ 1,113,970		\$ 278,492		\$		\$ 1,392,462

* State Match Funds NTE \$278,492 as a match to the federal funds

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.

APPROVED

Name George Frazier
 Title County Board Chairman
County Board Chairperson/Mayor/Village President/etc.
 Signature X [Redacted]
 Date Nov. 13, 2008
 TIN Number 376002119

APPROVED

State of Illinois
 Department of Transportation
 [Redacted Signature]
 Milton R. Sees, Secretary of Transportation
 Date 1/28/09
 [Redacted Signature]
 Christine M. Reed, Director of Highways, Chief Engineer
 [Redacted Signature]
 Ellen J. Schanzle-Haskins, Chief Counsel
 [Redacted Signature]
 Ann L. Schneider, Director of Finance and Administration

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

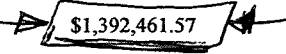
Contract:	95488	Illinois Department of Transportation Bureau of Construction - Division of Highways Final Authorization Summary Net Cost of Section	Resident:	Keith P. Petard
County:	SHELBY		Supervisor:	John Nava-Sifuentes
Section:	05-00260-00-RS		Field Office Phone:	(217)774-2721
Route:	F.A.S. 656 (CH - 33)		Job Number:	C-97-153-06
District:	07		Project:	SR-0656 (110)

Contract Price: \$1,289,739.68

Authorization	Date Approved	Additions	Deductions
1	04/16/2007	\$7,403.54	\$0.00
2	05/24/2007	\$12,295.35	\$0.00
3	12/29/2007	\$2,065.68	\$7,987.36
4	08/23/2008	\$9,078.55	\$0.00
5	08/23/2008	\$1,150.50	\$2,996.80
6	08/23/2008	\$14,043.91	\$0.00
7	08/23/2008	\$46,850.36	\$38,431.95
8	10/14/2008	\$117,134.67	\$70,649.10
9	08/23/2008	\$6,604.48	\$0.00
10	08/23/2008	\$547.90	\$0.00
11	08/23/2008	\$2,002.21	\$0.00
12	08/23/2008	\$3,609.94	\$0.00

Authorization Totals: \$222,787.10 \$120,065.20

Net Additions or Deductions: \$102,721.89

Net Cost of Section:  \$1,392,461.57

Made





TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____
PETITION _____
AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Cc	RR Force Account
Section 04-00256-00 BR	Fund Type MBR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-071-08	BRS-653(112)				

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 Cowden Road Bridge Route FAS 653 Length 1200 feet
 Termini 6.2 miles east of Cowden over Richland Creek

Current Jurisdiction shelby county Existing Structure No 087-3012

Project Description

replace existing bridge with PPC deck beam bridge and approach work

Division of Cost

Type of Work	MBR	%	STATE MATCH	%	LA	%	Total
Participating Construction	935,400	(*)	130,000	(**)	103,850	(BAL)	1,169,250
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	65,600	(*)		()	16,400	(BAL)	82,000
Right of Way		()		()	5,000	(100)	5,000
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 1,001,000		\$ 130,000		\$ 125,250		\$ 1,256,250

* 80% MBR NTE \$1,001,000

** Lump Sum State Match NTE \$130,000 as a match to federal funds

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 BALANCE divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 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 said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

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

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Name George Frazier
 Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.
 Signature X [Redacted]
 Date Nov. 13, 2008
 TIN Number 376200119

APPROVED

State of Illinois
 Department of Transportation
 [Redacted]
 Milton R. Sees, Secretary of Transportation
 Date 1-12-09
 [Redacted]
 Christine M. Reed, Director of Highways/Chief Engineer
 [Redacted]
 Ellen J. Schanzle-Haskins, Chief Counsel
 [Redacted]
 Ann L. Schneider, Director of Finance and Administration

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

2 - Resolutions
2 - Agreements
County Hwy / Holland
Jurisdiction xfen





TO: THE SHELBY COUNTY BOARD

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

RESOLUTION X
PETITION
AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE



Local Agency Agreement for Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality:
Township/Road District:	Township/Road District: Holland Township
County: Shelby	County:

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Mode _____ Route CH 25 Length 2.03 miles
 Termini From the NE corner of Section 34, R4E, T10N, 3rd PM, at the intersection with FAS 653 (CH 6) thence south-erly 1 mile along CH 25 thence Easterly 1.03 miles along CH 25 to its intersection with TR282/CH25 in its entirety.
 This transfer does does not include Structure No. 087-3476

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.
 NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.
 NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval _____ calendar days after _____

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.
 Supplement Addendum #1 and #2
 (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name George Frazier

Name Larry Syfert

Title Chairman County Board
Chairman County Board/Mayor/Village President/etc.

Title Township Highway Commissioner
Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature _____

APPROVED

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION By: _____

 Director of Highways Date May 20, 2009

Addendum 01

RESOLUTION NO. 2008-58

Providing for the deletion of County Highway 25, from the NE corner of Section 34, R4E, T10N, of the 3rd PM and at the intersection with FAS 653 (i.e. CH #6) thence southerly 1 mile along CH 25 thence Easterly 1.03 miles along CH 25 to its intersection with TR 282 of the County of Shelby, Illinois, a total distance of 2.03 miles.

WHEREAS the County Board of Shelby County and Township of Holland entered into an agreement for the transfer of the jurisdiction of the above location to the Township Highway System.

NOW, THEREFORE, BE IT RESOLVED, that the above location, with Department of Transportation approval, be deleted from the highway system of Shelby County and that said route is identified as County Highway 25 from the NE corner of Section 34, R4E, T10N, of the 3rd PM and at the intersection with FAS 653 (i.e. CH #6) thence southerly 1 mile along CH 25 thence Easterly 1.03 miles along CH 25 to its intersection with TR 282, a total distance of 2.03 miles.

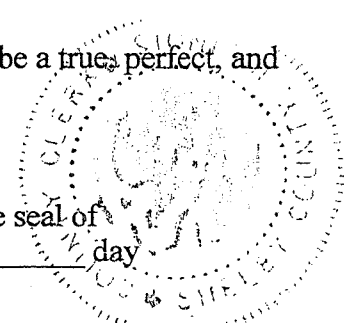
BE IT FURTHER RESOLVED, that all numbered structures located along said route be included in the transfer.

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit three certified copies of this Resolution to the State through its Deputy Director, Regional Engineer's Office at Effingham, Illinois.

STATE OF ILLINOIS)
COUNTY OF SHELBY) SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of
Said County at my office in Shelbyville in said County this 12th day
Of November A.D. 2008.



[Redacted signature]

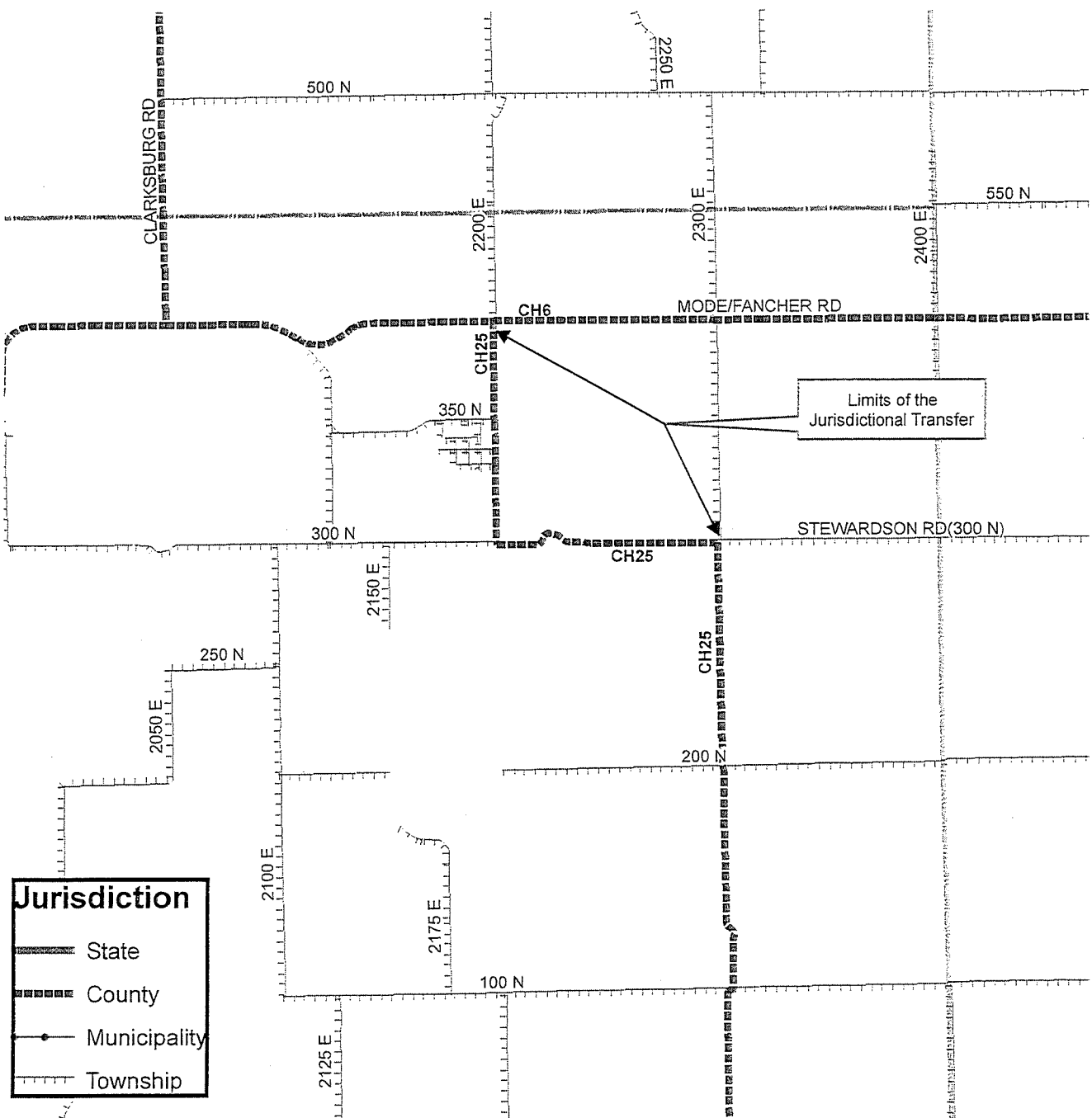
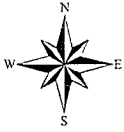
COUNTY CLERK



Illinois Department of Transportation

Jurisdictional Transfer

Shelby County to Holland Township
Mode road (CH25)
from CH 6 southerly 1 mile and then
easterly 1.03 miles to TR282/ CH25, in its entirety



RESOLUTION NO. 2008-58

Providing for the deletion of County Highway 25, from the NE corner of Section 34, R4E, T10N, of the 3rd PM and at the intersection with FAS 653 (i.e. CH #6) thence southerly 1 mile along CH 25 thence Easterly 1.03 miles along CH 25 to its intersection with TR 282 of the County of Shelby, Illinois, a total distance of 2.03 miles.

WHEREAS the County Board of Shelby County and Township of Holland entered into an agreement for the transfer of the jurisdiction of the above location to the Township Highway System.

NOW, THEREFORE, BE IT RESOLVED, that the above location, with Department of Transportation approval, be deleted from the highway system of Shelby County and that said route is identified as County Highway 25 from the NE corner of Section 34, R4E, T10N, of the 3rd PM and at the intersection with FAS 653 (i.e. CH #6) thence southerly 1 mile along CH 25 thence Easterly 1.03 miles along CH 25 to its intersection with TR 282, a total distance of 2.03 miles.

BE IT FURTHER RESOLVED, that all numbered structures located along said route be included in the transfer.

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit three certified copies of this Resolution to the State through its Deputy Director, Regional Engineer's Office at Effingham, Illinois.

STATE OF ILLINOIS)
COUNTY OF SHELBY) SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of
Said County at my office in Shelbyville in said County this 12th day
Of November A.D. 2008.



[Redacted signature]

COUNTY CLERK



**Illinois Department
of Transportation**

**Local Agency Agreement for
Jurisdictional Transfer**

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality:
Township/Road District: Holland Township	Township/Road District:
County:	County: Shelby

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name White School House Road Route TR 282 Length 1.0 mile
 Termini From the NE corner of Section 35, R4E, T10N, 3rd PM, at the intersection with FAS 653 (CH 6) thence south-
erly 1 mile along TR 282 to its intersection with CH25 in its entirety.

This transfer does does not include Structure No. 087-3442

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval _____ calendar days after _____

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum #1 and #2
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Larry Svfert

Name George Frazier

Title Township Highway Commissioner
Chairman County Board/Mayor/Village President/etc.

Title Chairman County Board
Chairman County Board/Mayor/Village President/etc.

Signature

Signature X

APPROVED

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By:

Director of Highways

May 20, 2009
Date

Addendum #

RESOLUTION NO. 2008-59

Providing for the addition of County Highway 25, from the NE corner of Section 35, R4E, T10N, of the 3rd PM and at the intersection with FAS 653 (i.e. CH #6) thence southerly 1 mile along TR 282 to its intersection with CH 25 of the County of Shelby, Illinois, a total distance of 1.0 miles.

WHEREAS the County Board of Shelby County and Township of Holland entered into an agreement for the transfer of the jurisdiction of the above location to the County Highway System.

NOW, THEREFORE, BE IT RESOLVED, that the above location, with Department of Transportation approval, be added to the highway system of Shelby County and that said route is identified as County Highway 25 from the NE corner of Section 35, R4E, T10N, of the 3rd PM and at the intersection with FAS 653 (i.e. CH #6) thence southerly 1 mile along TR 282 to its intersection with CH 25 of the County of Shelby, Illinois, a total distance of 1.0 miles

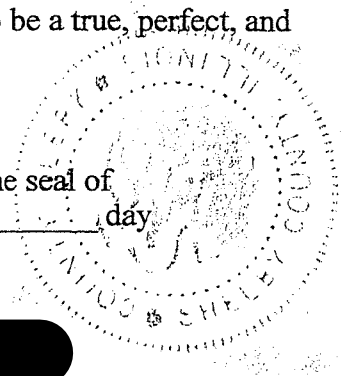
BE IT FURTHER RESOLVED, that all numbered structures located along said route be included in the transfer.

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit three certified copies of this Resolution to the State through its Deputy Director, Regional Engineer's Office at Effingham, Illinois.

STATE OF ILLINOIS)
COUNTY OF SHELBY) SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of
Said County at my office in Shelbyville in said County this 12th day
Of November A.D. 2008.



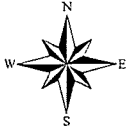
[Redacted signature]

COUNTY CLERK

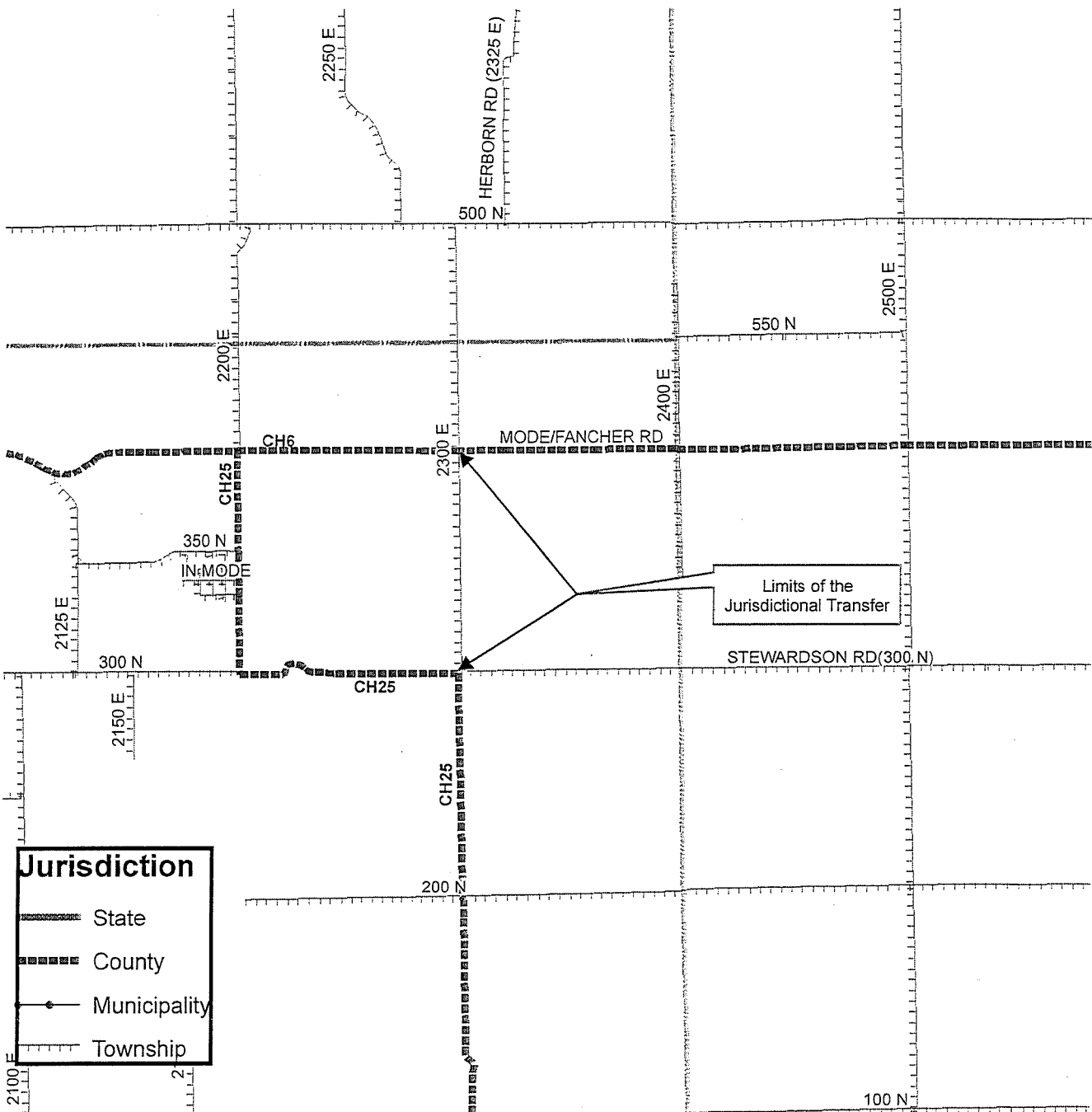


Illinois Department of Transportation

Jurisdictional Transfer



Holland Township to Shelby County
White School House Road (TR282&2300E)
from CH 6 southerly 1 mile CH25, in its entirety



RESOLUTION NO. 2008-59

Providing for the addition of County Highway 25, from the NE corner of Section 35, R4E, T10N, of the 3rd PM and at the intersection with FAS 653 (i.e. CH #6) thence southerly 1 mile along TR 282 to its intersection with CH 25 of the County of Shelby, Illinois, a total distance of 1.0 miles.

WHEREAS the County Board of Shelby County and Township of Holland entered into an agreement for the transfer of the jurisdiction of the above location to the County Highway System.

NOW, THEREFORE, BE IT RESOLVED, that the above location, with Department of Transportation approval, be added to the highway system of Shelby County and that said route is identified as County Highway 25 from the NE corner of Section 35, R4E, T10N, of the 3rd PM and at the intersection with FAS 653 (i.e. CH #6) thence southerly 1 mile along TR 282 to its intersection with CH 25 of the County of Shelby, Illinois, a total distance of 1.0 miles

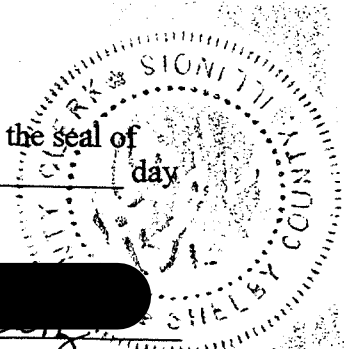
BE IT FURTHER RESOLVED, that all numbered structures located along said route be included in the transfer.

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit three certified copies of this Resolution to the State through its Deputy Director, Regional Engineer's Office at Effingham, Illinois.

STATE OF ILLINOIS)
COUNTY OF SHELBY) SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of
Said County at my office in Shelbyville in said County this 12th day
Of November A.D. 2008.





COUNTY CLERK

Total Pa^olen
Machine
Purchase


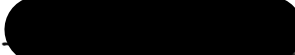
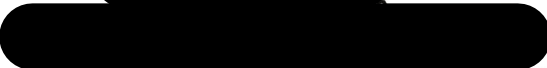


TO: THE SHELBY COUNTY BOARD

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

RESOLUTION X
PETITION
AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

RESOLUTION NO. 2008-100

WHEREAS, THE SHELBY COUNTY HIGHWAY DEPARTMENT is in need of one road patching machine, and

WHEREAS, BE IT RESOLVED that the County Board authorize the Road & Bridge Committee to act on the purchase of a road patching machine (e.g. Total Patcher) and oil storage tank meeting the specifications set forth by the County Engineer.

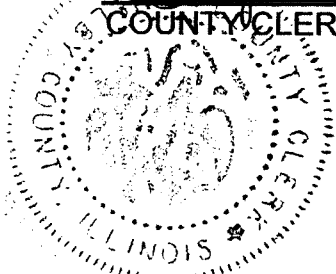
The payment for the machine would be paid for by County Highway Funds.

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

I Kathy Lantz, County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on November 12, 2008. IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 12th day of November A.D. 2008.



COUNTY CLERK



SHELBY COUNTY BOARD MEETING
ZONING INFORMATION

NOVEMBER 12, 2008

The following information is provided to the County Board Members for their consideration:

Zoning Administration Monthly Report

- (7) Accessory building permits issued
- (1) Home addition
- (1) Wireless tower
- (3) Final inspections were completed
- (1) Zoning issue inspected

On October 23 the Zoning Board of Appeals met with all members present. As per the Notice of Public Hearing being posted, the agenda discussed was (3) resolutions of Zoning amendments to be presented to the County board for it's November meeting. No one was present and came forward from the public in regards to the amendments.

Amendments for consideration and approval:

- (1) Art 11, Sect 9, Para C3, P. 28. For R1 zoning the minimum lot size is 5 acres or less.
- (2) Art 11, Sect 11, Para B1, p. 32. A single family dwelling may be located on any lot in any District in which single family dwellings are permitted if the lot was in single ownership or included in a subdivision which was of record in the office of the County Recorder prior to the date of the Amended Zoning Ordinance of Shelby County (August 10, 2005)

No dwelling structure however, may be located on any lot having a width of less than fifty (50) feet, or that is located within the 100-year flood plain, as defined in the Comprehensive Plan`.

(3) A single family dwelling consisting of a mobile home which was properly registered with the Shelby County Recorder prior to August 10, 2005, may be replaced on the property by the replacement of a modular or manufactured home of equal or greater size.

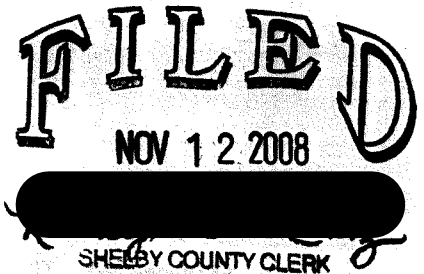
**Zoning Administration
Monthly Report
2008**

	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	2	16	11	3	4	0	0	0	49
Additions to Residence	0	0	0	2	1	1	4	2	2	1	0	0	13
Accessory Buildings	1	0	8	14	0	11	11	9	4	7	0	0	65
Grain Bins	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial/Additions	0	0	0	3	0	3	0	0	1	1	0	0	0
Billboard/Sign	0	0	0	0	0	1	0	0	0	0	0	0	1
Zoning Applications													
Rezoning	1	0	0	0	0	0	0	0	0	0	0	0	0
Special Exceptions	0	0	1	2	1	0	1	0	0	0	0	0	5
Variances	0	0	0	1	1	0	1	0	0	0	0	0	3
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	\$1,225.00	\$5,590.00	\$9,200.00	\$1,400.00	\$1,200.00	\$5,675.00	\$0.00	\$0.00	\$23,005.00
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	\$1,745.00	\$1,110.00	\$525.00	\$16,965.05

10/1/2008	Barbara Blagg	0115-36-11-204-004	Ash Grove	Access Bldg	\$125.00
10/6/2008	Chris Wyatt	1614-22-00-200-007	Richland	Access Bldg	N/C
10/6/2008	Adam Wahner	2409-29-00-400-015	Windsor	Access Bldg	\$175.00
10/9/2008	Verizon wireleass	09-36-00-400-008	Ash Grove	tower	\$4,750.00
10/9/2008	Brad Koons	0417-21-00-100-001	Cold Spring	Access Bldg	\$125.00
10/13/2008	shelby electric	2013-16-00-200-005	shelby	Access Bldg	\$250.00
10/21/2008	Russell Stigers	2013-13-00-100-012	shelby	addition	\$125.00
10/21/2008	James rothrook	0319-23-00--300-005	holland	Access Bldg	N/C
10/24/2008	Randy Chamberlian	0723-18-00-100-002	herrick	Access Bldg	\$125.00



STATE OF ILLINOIS
LIQUOR CONTROL COMMISSION
ORDER OF REVOCATION



In the Matter of
EAGLE CREEK RESORT L.L.C.
EAGLE CREEK STATE PK
FINDLAY, IL 62534

CIT. 09-SR-0073
LIC. 09-1A-0070979
EXP. 07/31/2009
ROT. 2797-8583

This matter having come to be heard upon the complaint of the Department of Revenue, the Commission being fully informed does hereby make the following:

FINDING OF FACTS

- 1) That on July 31, 2008 this commission issued its License Number 09-1A-0070979 to EAGLE CREEK RESORT L.L.C., for the privilege of selling liquor at retail at EAGLE CREEK STATE PK, FINDLAY, IL 62534; such license to expire July 31, 2009.
- 2) That a public hearing was held in this matter on November 5, 2008 and sworn testimony taken: the licensee did not appear due notice having been given.
 - a) That the licensee had failed to pay Sales and Use Taxes assessment balance of \$29,166.87.

CONCLUSION OF LAW

- 1) That this Commission has jurisdiction over the parties hereto and the subject matter hereof.
- 2) That this commission proceeded in a proper and lawful manner.
- 3) That the above actions of the Licensee herein constitute violations of Section 5/6-3 of the Illinois Liquor Control Act of 1934 (Chapter 235 Illinois Compiled Statutes 5/1-1 et seq., 1994).

IT IS THEREFORE ORDERED that the State Retail Liquor License of the Licensee herein BE, and HEREBY IS, REVOKED FOR CAUSE.

ENFORCEMENT OF THIS ORDER IS HEREBY STAYED FOR 30 DAYS



RE: Order of Revocation

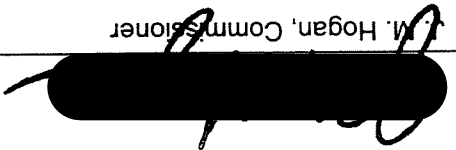
In the Matter of

EAGLE CREEK RESORT L.L.C.

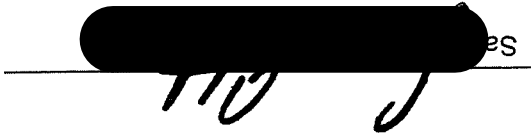
CIT. 09-SR-0073
LIC. 09-1A-0070979
EXP. 07/31/2009
ROT. 2797-8583

Pursuant to Sec. 5/7-10 of the Illinois Liquor Control Act, a Petition for Rehearing must be filed with this Commission within twenty (20) days from service of this Order. The date of mailing is deemed to be the date of service. If the parties wish to pursue an Administrative Review action in the Circuit Court, the Petition for Rehearing must be filed within twenty (20) days after service of this Order as such Petition is a jurisdictional prerequisite to the Administrative Review Proof of service of said Petition shall also accompany said Petition.

Entered by Illinois Liquor Control Commission at Springfield, Illinois, on November 5, 2008.


M. Hogan, Commissioner


Daniel J. Downes, Commissioner


Sa

ATTEST



STATE OF ILLINOIS)
) SS.)
COUNTY OF COOK)

The undersigned certifies that the foregoing Order of Revocation was mailed prepaid certified on the November 6, 2008, at the United States Post Office, 2105 South Cook Street, Springfield, Illinois, addressed to the licensee, EAGLE CREEK STATE PK, FINDLAY, IL 62534 and a copy to the local Liquor Commissioner.



314



State of Illinois, Liquor Control Commission
Citation and Notice of Hearing

FILED
NOV 12 2008

SHELBY COUNTY CLERK

EAGLE CREEK RESORT L.L.C.
EAGLE CREEK STATE PK
FINDLAY, IL 62534

Citation 09-SR-0073
Liquor license no.: 09-1A-0070979
Lic. expires on: 07/31/2009
IBT no.: 2797-8583

You are hereby cited and notified to appear before the Illinois Liquor Control Commission, pursuant to Section 5/3-12 (1) of the Liquor Control Act of 1934 (Chapter 235, Illinois Compiled Statutes, 1994) for a hearing on
Wednesday, November 5, 2008, at 8:30 AM
Willard Ice Building, 101 W Jefferson, Level 6
Springfield, Illinois 62702

to show just cause why your State Retail Liquor License should not be fined, suspended, or revoked for the following:

- 1) On July 31, 2008, this Commission issued its license number 09-1A-0070979 to EAGLE CREEK RESORT L.L.C., for the privilege of selling liquor at retail at EAGLE CREEK STATE PK in FINDLAY, IL; license to expire July 31, 2009.
- 2) The Illinois Department of Revenue, under the authority of Section 5/6-3 of the Liquor Control Act, has documented the following violations:
 - a) That the licensee had failed to pay Sales and Use Taxes assessment balance of \$29,169.71.

At this hearing, you may produce witnesses and evidence on your own behalf and you may be represented by an attorney; however, you **must appear in person** (or if a corporation, a responsible officer must appear in person). A request for a continuance of this hearing will not be allowed unless for a good and valid reason, and unless made at least five (5) days prior to the date set for hearing, except at the discretion of the Commission and for extenuating and unusual circumstances.

If you wish to enter into an agreement in this matter whereby you admit the allegations contained in this Citation and the possibility of a recommended disposition based thereon, please contact the Illinois Department of Revenue, Liquor Liaison Unit, at 217 524-4796 ext 3-1046. All payments must be cashier's check or money orders, and must be mailed directly to

LIQUOR LIAISON UNIT
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19035
SPRINGFIELD IL 62794-9035

Shelby County Board

P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

Nov. 5, 2008

To County Board Members:

It has been my pleasure and honor to serve as your chairman for the past three terms, and you are to be congratulated on the actions and policies you have enacted to keep the county on a sound operating basis.

However, the head oncologist at Central Illinois Cancer Care Specialists has advised that continuing to serve as your chairman would impair my medical recovery.

Therefore, I regretfully will not be a candidate for chairman of the Shelby County Board at our organizational meeting Dec. 1, 2008. I truly appreciate the confidence you have shown me while we have worked together to solve many key issues the county has faced.

I will continue to serve on the County Board, and will serve the new chairman in any manner he or she deems appropriate.

Sincerely,

A black rectangular redaction box covering the signature of George Frazier.

George Frazier

Shelby County Treasurer
 Monthly Report of Investments
 1-Nov-08
 Bank Balance: \$13,521,480.72

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$	620,565.68	MMD		
\$	2,186,269.68	MMD	General Fund	\$ 2,135.00
\$	-			
\$	-		County Payroll Clearing	\$ 38,366.88
\$	-			
\$	-		Section 105 Claims	\$ 1,000.00
\$	-			
\$	391,737.04	PB	County Health Fund	\$ -
\$	118,504.15	CD		
\$	13,506.28	MMD	County Health-TB	\$ -
\$	-			
\$	36,544.26	MMD	Animal Control Fund	\$ 41,593.05
\$	22,749.28	MMD		
\$	109,420.46	PB	Ambulance Fund	\$ -
\$	147,870.23	MMD		
\$	869,645.94	MMD	Mental Health Fund	\$ -
\$	-			
\$	808,676.20	PB	IMRF Fund	\$ -
\$	-			
\$	275,496.95	PB	Social Security Fund	\$ -
\$	54,316.56	CD & MMD		
\$	19,924.42	PB	Indemnity Fund	\$ -
\$	-			
\$	248.64	PB	Court Security Fund	\$ -
\$	-			
\$	291,244.10	MMD	County Bridge Fund	\$ -
\$	-			
\$	267,412.94	PB	County Highway Fund	\$ -
\$	-			
\$	254,670.70	MMD	FASM Fund	\$ -
\$	-			
\$	411,265.47	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	15,699.90	PB	Tourism Fund	\$ -
\$	94,439.08	CD & MMD		
\$	63,115.05	PB	Probation Fund	\$ -
\$	56,571.76	CD & MMD		
\$	73,011.82	PB	Assist Court Fund	\$ -
\$	-			
\$	4,821.24	PB	Law Library Fund	\$ -
\$	-			
\$	87,827.32	PB	Automation Fund	\$ -
\$	-			
\$	69,564.44	PB	Recording Fund	\$ -
\$	-			
\$	15,960.90	PB	Drug Traffic Fund	\$ -
\$	-			
\$	-		Airport Fund	\$ 42,660.78
\$	238,746.38	CD & MMD		
\$	376,180.73	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 26,052.87
\$	-			
\$	489,750.28	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 15,816.29
\$	-			
\$	-		Township Construction Fund	\$ 714.05

\$	284,365.94	MMD		
\$	639,724.70	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,104.96	PB	Estate Tax Fund	\$ -
\$	-			
\$	114,721.42	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	8,845.87	PB	Probation Drug Testing	\$ -
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	41,723.81	MMD		
\$	215,557.13	PB	Drainage Fund	\$ 2,000.00
\$	-			
\$	55,673.77	PB	Document Storage Fund	\$ -
\$	79,622.45	MMD		
\$	119,011.80	PB	Misc County Health Fund	\$ -
\$	26,745.66	MMD		
\$	43,744.95	PB	Litigation Fund	\$ -
\$	205,745.27	CD		
\$	116,332.02	PB	Revolving Loan Fund	\$ -
\$	-			
\$	11,386.47	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	69.48	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	616.33	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	3,578.52	PB	Rescue Squad Fund	\$ -
\$	-			
\$	4,838.53	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	10,708.63	PB	DUI Equipment Fund	\$ -
\$	-			
\$	6,089.51	PB	GIS Fund	\$ -
\$	1,057,557.88	CD		
\$	461,363.19	PB	Capital Improvement Fund	\$ 531,359.78
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
\$	-			\$ 12,701,949.33

County Collector Accounts

Shelby County State Bank-Checking	\$ 25,322.42
Busey Bank-Checking	\$ 204.00
National Bank at Pana	\$ 288.92
First National Bank of Assumption	\$ 174.37
Community Banks of Shelby County-Cowden	\$ 145.22
Shelby County State Bank-Strasburg	\$ 534.58
First Federal Savings & Loan-Shelbyville	\$ 320.06
Busey Bank-Real Estate Tax Trust Account	\$ 3,612.54
Shelby County State Bank-Shelbyville-Money Market	\$ 53,913.01
Busey Bank-Money Market	\$ 731,311.46
Ayars State Bank-Moweaqua	\$ 629.07
Shelby County State Bank-Findlay	\$ 849.68
First National Bank of Pana	\$ 392.85
Peoples Bank of Pana	\$ 202.71
Prairie National	\$ 305.64
Shelby County State Bank-Windsor Branch	\$ 395.52
Dewitt Federal Savings & Loan-Moweaqua	\$ 281.37
Sigel Community Bank	\$ 376.96
Shelby County State Bank-Moweaqua	\$ 271.01
	\$ 819,531.39

CERTIFICATE OF DEPOSITS
November 1, 2008

General Fund(001) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>620,565.68</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>36,544.26</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>22,749.28</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>147,870.23</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>9,316.56</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>94,439.08</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>216.98</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>113,746.38</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>284,365.94</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>79,622.45</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 02/01/2009 2.85% Interest	\$ <u>118,504.15</u>

CERTIFICATE OF DEPOSITS
November 1, 2008

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 02/13/2009 2.98% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 4/21/2009 2.72% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 02/19/2009 2.52% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .85% Interest	\$ <u>205,745.27</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>3,016,244.14</u>