

December 2, 2009

**SHELBY COUNTY BOARD MEETING AGENDA**

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

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. State's Attorney Allan Lolie – BPI Proposal
5. City of Shelbyville US Census Representative Tim Finks – US Census Update
6. County Highway Engineer Alan Spesard – Highway Engineer's Report
7. Zoning Administrator Dennis Harris – Zoning Report
8. ESDA Coordinator Cristy Pullen – ESDA Report
9. County Clerk Kathy Lantz – Approval of Regularly Scheduled Board Meetings, Committee Meetings and County Holidays
10. County Clerk Kathy Lantz – Approval of General Primary Election Judges (2/2/2010)
11. Committee Reports
12. Chairman Brooks Updates
13. Chairman Brooks Appointments
14. Correspondence
15. Public Body Comment
16. Adjournment

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

REMINDERS: Please silence cell phones during the Board meeting.

**SHELBY COUNTY BOARD MEETING**

**December 9, 2009 – 9:00 A.M.**

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

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

The Clerk called the roll. Jim Warren was absent.

Minutes for the November 12, 2009 Board meeting were presented for approval.

MOTION: Richard Hayden made motion to approve the minutes of the November 12, 2009 Board meeting as presented.  
Norma Stewart seconded the motion.

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

Dan Anderson, representing BPI, addressed the Board to explain BPI’s lease extension offer and to give a brief update on the status of BPI’s bankruptcy case. BPI offered \$15,000.00 for a six month lease extension with an expiration date of May 12, 2010. Discussion followed. Chairman Brooks suggested upon agreement of the Board members that the matter be referred to the appropriate committee for review. Mr. Anderson thanked the Board for their time. Discussion continued.

MOTION: Roger Pauley made motion to resolve the decision to renew with BPI today.  
Dale Wetherell seconded the motion.

VOTE: Roll Call Vote:  
Aye: Amling, Barr, Bennett, Cannon, Clark, Doerner, Durbin, Hayden, Jordan, Kearney, Pauley, Robertson, Roessler, Stewart, Wetherell  
Nay: Behl, Lenz, Reynolds, Sims, Strohl  
Absent: Warren  
Not Voting: Brooks  
Motion Carried

MOTION: Ken Barr made motion to deny the extension of lease offer by BPI as presented.  
Richard Hayden seconded the motion.  
Discussion. The Chairman called for the vote.

VOTE: Roll Call Vote:  
Aye: Amling, Barr, Bennett, Cannon, Clark, Durbin, Hayden, Jordan, Kearney, Pauley, Robertson, Roessler, Sims, Stewart, Wetherell  
Nay: Behl, Doerner, Lenz, Reynolds, Strohl  
Absent: Warren  
Not Voting: Brooks  
Motion Carried

Tim Finks, representing the City of Shelbyville’s Census Committee, gave a brief update on the activities and highlights of the committee. Chairman Brooks was asked to be a member of the initial committee. A December 14<sup>th</sup> meeting between this committee and the US Census representative for this area is planned. Further information will be forthcoming.

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard requested approval for a 50/50 Petition to replace a Bridge #087-3366 over the Mud Creek where the same is crossed by the highway TR 82 at a point near the SE ¼, SE ¼, Section 16, T12N, R2E in Rural Township. Estimated cost to replace is \$16,000.00. Cost share is to be shared equally between the County and Township.

MOTION: Robert Jordan made motion to approve the 50/50 Petition to replace Bridge #087-3366 in Rural Township at an estimated cost of \$16,000.00 as presented.  
Dale Wetherell seconded the motion.

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

Mr. Spesard requested approval for a 50/50 Petition to replace a bridge over the unnamed tributary where the same is crossed by the highway TR 312 at a point near the SE ¼, NW ¼, Section 19, T11N, R5E in Richland Township. Estimated cost to replace is \$4,500.00. Cost share is to be shared equally between the County and Township.

MOTION: Jesse Durbin made motion to approve the 50/50 Petition to replace a bridge in Richland Township at an estimated cost of \$4,500.00 as presented.  
Kay Kearney seconded the motion.

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

**Shelby County Board Meeting**  
**December 9, 2009**

Mr. Spesard presented for approval the Preliminary Engineering Services Agreement between Shelby County and the Upchurch Group, Inc. for the Bridge (#087-3262) project in Holland Township. Cost share is 80% State and 20% to be shared equally between the County and Township.

MOTION: Dale Wetherell made motion to approve the Preliminary Engineering Services Agreement between the County and Upchurch Group, Inc. for the Bridge (#087-3262) project in Holland Township as presented.  
Barbara Bennett seconded the motion.  
VOTE: All voted aye by voice and the motion carried.

Mr. Spesard presented one of three Resolutions requesting approval to award a contract for the Shelbyville Township railroad crossing approach to Brad Agney Backhoe Service based on their low bid of \$51,054.00.

MOTION: Glenn R. "Dick" Clark made motion to approve the Resolution awarding Brad Agney Backhoe Service the Shelbyville Township railroad crossing approach project for \$51,054.00. as presented.  
Norma Stewart seconded the motion.  
VOTE: All voted aye by voice and the motion carried

The second Resolution, Mr. Spesard presented was to present the annual County Maintenance Resolution to appropriate \$600,000.00 from the Motor Fuel Tax allotment for the maintenance on county or state highways for the year 2010.

MOTION: Dale Wetherell made motion to approve the Resolution to appropriate funds from the MFT allotment for maintenance of county or state highways for 2010 as presented.  
John E. "Jack" Roessler seconded the motion.  
VOTE: All voted aye by voice and the motion carried.

Spesard presented the final Resolution to appropriate Federal funds for the purpose of payment of half of the County Engineer's salary and expenses for 2010.

MOTION: Robin Robertson made motion to approve the Resolution for the salary and expenses of the County Highway Engineer as presented.  
Glenn R. "Dick" Clark 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.

In lieu of absence of Zoning Administrator, Dennis Harris, no Zoning report was presented.

Cristy Pullen, ESDA Director, updated the Board on the activities of the ESDA office. Mrs. Pullen stated that the mandatory table top exercise was held December 7<sup>th</sup> and attended by 20 people. The topic of the exercise was a train derailment. Ending her report, Mrs. Pullen noted that work continues on bordering counties mutual aid agreements.

The dates for the County Board meetings, holidays and regularly scheduled committee meetings for 2010 were presented for approval by County Clerk Kathy Lantz. (All calendars of meetings scheduled are on file in the original county board files in the County Clerk's office.)

MOTION: Richard Reynolds made motion to approve the meeting, holiday and committee meeting calendars for 2010.  
Dale Wetherell seconded the motion.  
VOTE: All voted aye by voice and the motion carried.

Mrs. Lantz presented the Judges of Election selected to work at the General Primary Election to be held on February 2, 2010. A full slate of five judges will work each precinct.

MOTION: Richard Hayden made motion to approve the Election Judges chosen to work the General Primary Election as presented.  
Glenn R. "Dick" Clark seconded the motion.  
VOTE: All voted aye by voice and the motion carried.

Chairman Brooks called for Committee Reports.

Mr. Clark, Rescue Squad Committee Chairman, presented the quotes for the Rescue Squads new pump and tools. The low bid of \$15,238.00 was submitted by Sandry Fire Supply, LLC. Discussion followed.

MOTION: Robin Robertson made motion to purchase the Rescue Squad equipment from Sandry Fire Supply, LLC for the low bid of \$15,238.00 as presented. The purchase shall be paid from the Rescue Squad funds and amended by the Board at a later date.  
Barbara Bennett seconded the motion.

**Shelby County Board Meeting**  
**December 9, 2009**

Discussion followed. Mr. Robertson stated that the equipment comes with a lifetime guarantee. Chairman Brooks called for the vote.

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

Mr. Wetherell, Public Buildings Committee member addressed the Board, in Chairman Warren's absence. There were numerous items to give an update on. Mr. Wetherell asked Kristie Warfel, Central Illinois Public Transit Transportation Director, to address the Board. Mrs. Warfel stated that a grant will be available to purchase the Shelbyville public transportation storage facility presently leased. Shelby County remains grantee on all documentation. When documents are ready to sign, Mrs. Warfel will return to the Board for their approval. The insurance expenses are paid by the State of Illinois 5311 Downstate Operating Grant. Mr. Wetherell stated that a quote of \$5,800.00 has been received by PROMAX Construction for two handicap operators which includes installation on the two Courthouse entry doors. Mr. Wetherell presented a quote from GJR Company for \$5,985.00 for Courthouse roof repairs.

MOTION: Robert Amling made a motion to grant the Public Buildings Committee the authority to act on the roof repairs and bid by GJR Company.

Barbara Bennett seconded the motion;  
VOTE: All voted aye by voice and the motion carried.

Continuing with his report, Mr. Wetherell noted that companies are taking measurements for the Courthouse storm window project. Chairman Brooks stated that a company had done so the day before and the information was available in the County Board office. Ending his report, Mr. Wetherell stated that the lighting repair project had been finished. Discussion followed.

Chairman Brooks requested the following appointment.

**Shelby County Housing Authority reappoints Robert Amling, Member.**

**Rescue Squad Committee reappoints Richard Reynolds, Member.**

**Planning Commission reappoints Scott Lantz, Fred Naber and Don Hennings, Jr., Commissioners**

**Drainage District #1 Towns of Prairie and Big Spring appoint Ed Anderson, Commissioner.**

**Combined Drainage District #2 Town of Tower Hill appoints Nancy Handegan, Mary Jane Kimmel and Curt Corzine, Commissioners.**

**Each Department Head or Elected Official or Designee of the Department Head or Elected Official appointed Shelby County Freedom of Information Officers.**

MOTION: Fred Doerner made motion to approve the Chairman's appointments as requested.

Glenn R. "Dick" Clark seconded the motion.  
VOTE: All voted aye by voice and the motion carried.


Chairman Brooks called for Public Body Comment.

Mr. Robertson gave a brief update on the Eternal Flame repair project. Mr. Jordan stated that plans are being made to build five more T hangers at the Shelby County Airport.

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 December meetings, to pay the bills and payroll as approved by the Committees and adjourn until the next regular meeting to be held on January 13, 2010.

Fred Doerner seconded the motion.  
VOTE: All voted aye by voice, motion carried and the meeting was adjourned at 10:15 A.M.

  
Kathy A. Lantz  
Shelby County Clerk and Recorder

STATE OF ILLINOIS ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

December 9, 2009 SESSION

		ROLL CALL			QUESTIONS									
		MILEAGE	12 / 9 / 2009 A.M.	/ / 2010 P.M.	ON MOTIONS TO <i>Rescind the decision to Repeal the BPI today</i>		ON MOTIONS TO <i>deny the request H BPI to Repeal the BPI today</i>		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS					AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓		✓		✓							
110	BARR, KENNETH	50	✓		✓		✓							
116	BEHL, ROBERT H.	42	✓		.	✓	.	✓						
117	BENNETT, BARBARA	40	✓		✓	.	✓							
29	BROOKS, PAUL		✓											
45	CANNON, BRUCE	26	✓		✓		✓							
133	CLARK, GLENN "DICK"	12	✓		✓		✓							
25	DOERNER, FRED		✓		✓		.	✓						
214	DURBIN, JESSE	12	✓		✓		✓							
177	HAYDEN, RICHARD	44	✓		✓		✓							
193	JORDAN, ROBERT	31	✓		✓		✓							
44	KEARNEY, KAY		✓		✓		✓							
206	LENZ, LARRY	26	✓		.	✓		✓						
457	PAULEY, ROGER	18	✓		✓		✓							
458	REYNOLDS, RICHARD JR.	32	✓		.	✓		✓						
181	ROBERTSON, ROBIN		✓		✓		✓							
148	ROESSLER, JOHN JACK	12	✓		✓		✓							
221	SIMS, TERRY JOE	24	✓			✓	✓							
137	STEWART, NORMA J.	52	✓		✓		✓							
46	STROHL, DON	45	✓			✓	.	✓						
329	WARREN, JAMES	28	A		A	A	A	A						
44	WETHERELL, DALE	46	✓		✓		✓							

15 ayes  
5 nays  
motion carried

15 ayes  
5 nays  
motion carried

DEBORAH MCLOCHLIN RILEY  
ASSISTANT STATE'S ATTORNEY



301 East Main St.  
Shelbyville, Illinois 62565  
Phone: 217-774-5511  
Fax: 217-774-4999  
e-mail: scsa01@consolidated.net

ALLAN LOLIE  
SHELBY COUNTY STATE'S ATTORNEY

December 1, 2009

Mr. Paul Brooks  
Shelby County Board Chairman  
Shelby County Courthouse  
301 E. Main Street  
Shelbyville, IL 62565

FILED  
DEC 01 2009

*Kathy A. Lantz*  
SHELBY COUNTY CLERK

RE: BPI

Dear Paul:

As you know, BPI is in bankruptcy and involved in a lawsuit with Drummond Coal. I am in receipt of the attached offer from BPI to extend their lease for six months. They are offering \$15,000 for the extension. It will be up to the County Board whether or not to extend the lease. If the lease is extended, I will delete provisions that give them the ability to "earn" acreage or that gives them an option to extend or to transfer the lease. I believe they want this extension to somehow aid them in their lawsuit. I do not believe they will do any more exploration. I have invited the landowners association attorney to give input on this issue on many occasions. I have never heard back.

Please bring this up with the appropriate committee. If necessary, I will prepare the paperwork.

Let me know. Thank you.

Sincerely,

A black oval redaction box covering the signature of Allan Lolie.

Allan Lolie  
Shelby County State's Attorney

AL/ln

**Dan J. Anderson**

6041 Horseview Drive  
Springfield IL, 62712  
618-967-8966  
[abacodan@msn.com](mailto:abacodan@msn.com)

November 19, 2009

Alan Lollie  
Shelby County States Attorney  
301 Ease Main St.  
Shelbyville, IL 62565

Re: BPI Energy CBM Lease Extension

Dear Alan:

As we discussed in your office last week, I have been hired to represent BPI Energy, Inc. in a proposal to extend the primary term of the original CBM Lease between the county and BPI Energy, Inc.

The BPI Energy, Inc. bankruptcy has been finalized and the affairs of the company are now under the control of a plan administrator appointed by the court.

Simply stated, BPI Energy, Inc. is proposing an eighteen month extension to the original primary term. The new expiration date would be May 12<sup>th</sup>. 2010. That would effectively give the company six months from now to make something happen.

As you are well aware, there are many issues surrounding BPI and the Shelby County lease that the company or the plan administrator can not control.

The goal of the extension is to maintain the relationship with the county while looking towards a positive outcome in the current litigation between BPI Energy and Drummond Coal Co. If given the extension, BPI intends to continue the evaluation and development process on the Shelby County lease.

BPI offered \$15,000.00 for a six month extension in March of this year. BPI is still willing to pay \$15,000.00 for an extension that will essentially be six month from the current date.

I will be available to meet with the board or the finance committee at their convenience to discuss the proposed extension in more detail.

Respectfully,

Dan J. Anderson



Rural Bridge  
087-3366

TO: THE SHELBY COUNTY BOARD

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

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

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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

STATE OF ILLINOIS,

County of Shelby } ss.  
Road District of Rural }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Rural in said County, would respectfully represent that Bridge 087-3366 needs to be replaced over the Mud Creek where the same is crossed by the highway TR 82 at a point near SE 1/4 SE 1/4 Section 16; R2E; T12N; 3rd PM

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

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

Dated at Shelbyville, this 3rd day of December 2009



Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.  
Road District of Rural }

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

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

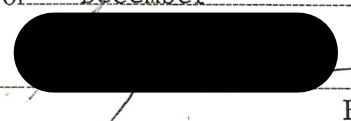
Pipe/Tank Car - 14,000

Labor, Equip, Mat'l - 2,000

TOTAL - \$16,000

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

Witness my hand, this 3rd day of December 2009



Highway Commissioner.

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

ROAD DISTRICT OF

Rural

Shelby

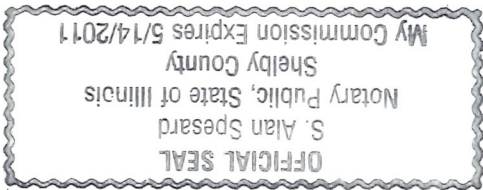
COUNTY, ILLINOIS

**FILED**  
DEC 09 2009

*Kathy A. Slutz*  
SHELBY COUNTY CLERK

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

County Clerk.



Subscribed and sworn to before me, this 3rd day of December 2009

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

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

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

Gary Shuck \_\_\_\_\_ Highway Commissioner of said Road District of

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

Richard  
50/50

TO: THE SHELBY COUNTY BOARD

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

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

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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

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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Richland in said County, would respectfully represent that a bridge needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 312 at a point near SE 1/4, NW 1/4, Section 19; R5E; T11N; 3rd PM

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

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

Dated at Shelbyville, this 2nd day of December 2009

[Redacted Signature] Highway Commissioner

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

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

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

Pipe Culverts -	3000
Labor, Equip, Mat'l -	1500
TOTAL -	\$4500

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

Witness my hand, this 2nd day of December 2009

[Redacted Signature] Highway Commissioner.

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

ROAD DISTRICT OF

Richland

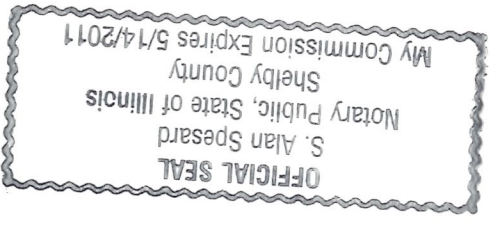
Shelby  
COUNTY, ILLINOIS

**FILED**  
DEC 09 2009

*Kenneth A. Sluty*  
SHELBY COUNTY CLERK

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

County Clerk.



Subscribed and sworn to before me, this \_\_\_\_\_ 2nd day of \_\_\_\_\_ December \_\_\_\_\_ 2009

\_\_\_\_\_ Highway Commissioner.  
\_\_\_\_\_ being duly sworn, on oath says that  
\_\_\_\_\_ Highway Commissioner of said Road District of  
Richland  
\_\_\_\_\_ Joe Oakley  
Road District of \_\_\_\_\_ Richland  
County of \_\_\_\_\_ Shelby  
STATE OF ILLINOIS, }  
ss. \_\_\_\_\_

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

09-081-00BK  
Engr-Agreement  
Holland

TO: THE SHELBY COUNTY BOARD


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

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

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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

Municipality N/A	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name The Upchurch Group, Inc.
Township Holland			Address 123 North 15 <sup>th</sup> Street
County Shelbv			City Mattoon
Section 09-08119-00-BR			State Illinois

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

#### Section Description

Name Bridge Replacement over Brush Creek

Route TR 431 Length \_\_\_\_\_ Mi. \_\_\_\_\_ FT (Structure No. 087-3262 )

Termini 2-1/2 mi SW of Mode, Holland Township NE 1/4 of NE 1/4 of Sec 9, R 4E, T9N, 3<sup>rd</sup> PM

Description:  
P.C.C. Deck Beam Replacement Bridge and Roadway Approach

#### Agreement Provisions

##### The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer



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

**The LA Agrees,**

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost		Percentage Fees	
	Under \$50,000		(see note)
First	\$50,000	10.00	%
Next	\$50,000	7.75	%
Next	\$100,000	6.50	%
Next	\$200,000	5.60	%
Next	\$200,000	5.20	%

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 180 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 180 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

---

**It is Mutually Agreed,**

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

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

Executed by the LA:

Shelby County of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

\_\_\_\_\_

*Shelby County* Clerk

By \_\_\_\_\_

Title Shelby County Board Chairman

Executed by the ENGINEER:

The Upchurch Group, Inc.

123 North 15<sup>th</sup> Street

Mattoon, IL 61938

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title Director of Civil Engineering

Approved

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
Regional Engineer

*Resolution  
Award  
shelbyville  
R&B  
Approach*


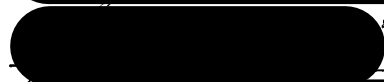
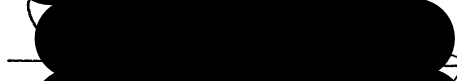

TO: THE SHELBY COUNTY BOARD

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

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

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

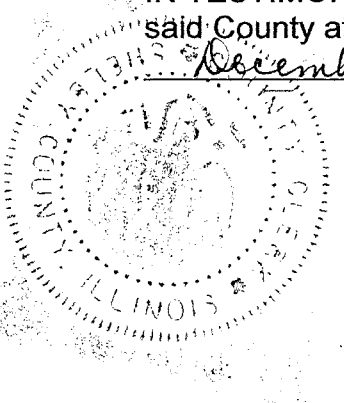
2009 - 51  
**RESOLUTION**

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for the Shelbyville Township Railroad Crossing Approach to Brad Agney Backhoe Service based on their low bid submitted at a letting held December 7, 2009, of \$ 51,054.00.

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF SHELBY     )

I, Kathy A. Gantz 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 December 9, 2009.

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 9th day of December, 2009 A.D.



  
County Clerk

2010 MFT  
Resolution



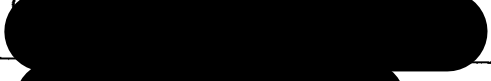

TO: THE SHELBY COUNTY BOARD

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

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

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE

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



County Maintenance Resolution

2009 - 52A

RESOLVED, by the County board of Shelby County, that \$600,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code. and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2010 and ending December 31, 2010, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

STATE OF ILLINOIS

Shelby County, } 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

12/14/09  
Date

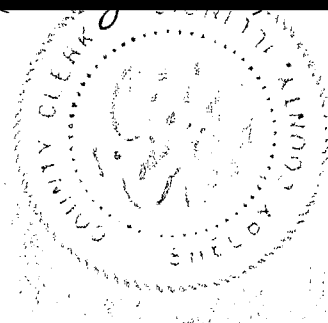
Shelby County, at its regular meeting held at Shelbyville Illinois on December 9, 2009  
Date

Department of Transportation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville Ill in said County, this 9th day of December A.D. 2009

(SEAL)

County Clerk.



2010 County  
Engineer Salary  
1/2 Reimbursement  
Resolution

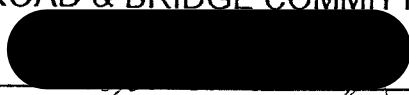

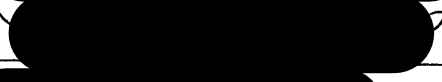

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION       X    
PETITION                    
AGREEMENT                

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,  
ROAD & BRIDGE COMMITTEE





2009 - 52  
**Resolution Appropriating Funds  
for the Payment of the  
County Engineer's Salary**

Resolution No. \_\_\_\_\_  
Section No. 10-CS173-0-AC

WHEREAS, the County Board of Shelby County has adopted a resolution establishing the salary of the County Engineer to be one hundred (100%) percent of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Shelby County has entered into an agreement with the Illinois Department of Transportation for transfer of federal funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Shelby County Board that there is hereby appropriated, the sum of ninety five thousand dollars (\$95000) from the County's MFT funds for the purpose of paying the County Engineer's salary from 1/1/2010 to 12/31/2010, and

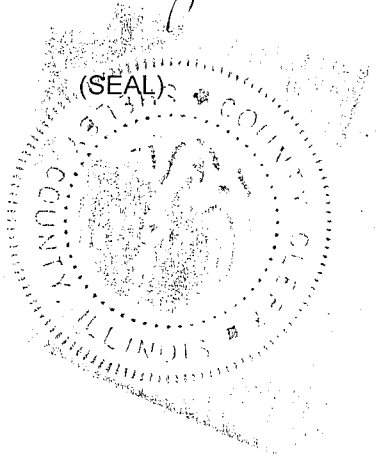
BE IT FURTHER RESOLVED, that the Shelby County Board hereby authorizes the Department of Transportation, State of Illinois, to transfer forty seven thousand five hundred dollars (\$47500) of Federal Surface Transportation Program Funds allocated to shelby County to the Department of Transportation in return for an equal amount of State funds.

**I certify that the correct TIN for Shelby County is 37-6002119**  
**Legal Status: Governmental**

I, Kathy Lantz, COUNTY CLERK in and for said County of Shelby in the State of Illinois, and a keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Shelby County, at its adjourned meeting held at Shelbyville, Illinois on December 9, 2009.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville, Illinois, in said County, this 9th day of December, 2009

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



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

(5) Building permits issued.

- (1) New residence.
- (2) Residential accessory buildings.
- (3) Commercial accessory buildings.

Denny Harris  
Zoning Administrator

**Zoning Administration  
Monthly Report  
2009**

	January	February	March	April	May	June	July	August	September	October	November	Year Total
<b>Building Permits</b>												
Residence (Mobile, Modular, and Co Additions to Residence	3	3	3	4	6	6	5	6	2	3	1	
Accessory Buildings	1	1	4	6	4	8	4	9	7	7	2	
Grain Bins		1	3	2	4	0	3	0	0	0	0	
Commercial/Additions	1		0	0	0	0	0	3	2	0	2	
Billboard/Sign			0	0	0	0	0	0	0	0	0	
<b>Zoning Applications</b>												
Rezoning	0	0	0	0	0	0	0	0	0	0	0	
Special Exceptions	0	0	0	0	0	0	0	0	0	0	0	
Variances	0	0	0	0	0	0	0	0	0	0	0	
Sub Divisions	0	0	0	0	0	0	0	0	0	0	0	
Preliminary Plat	0	0	0	0	0	0	0	0	0	0	0	
Final Plat	0	0	0	0	0	0	0	0	0	0	0	
<b>Fees Received</b>	\$1,025.00	\$525.00	\$900.00	\$1,025.00	\$4,050.00	\$2,025.00	\$1,625.00	\$3,675.00	\$1,725.00	\$975.00	\$750.00	

\$

December, 2009, Shelby County Emergency Management Agency report to the Shelby County Board for their consideration.

- Mandatory tabletop exercise completed December 7<sup>th</sup>
- Continuing to work on mutual aid agreement paperwork for all bordering counties

Cristy Pullen

Shelby County Emergency Management Agency Coordinator

**SHELBY COUNTY REGULARLY SCHEDULED**

**BOARD MEETINGS FOR 2010**

January 13

February 10

March 10

April 14

May 12

June 9

July 14

August 11

September 8

October 13

November 10

December 6 Organizational Meeting

December 8

Meetings are scheduled to commence at 9:00 A. M. in Courtroom B on the main floor of the Courthouse in Shelbyville, Illinois. Exceptions to the scheduled meeting place will be noted on the Board Agenda for that month and posted on the bulletin board in the hallway just outside the Office of the County Clerk.

Posted at the office of the Shelby County Clerk on December 9, 2010.<sup>09</sup>

  
Kathy A. Lantz  
Shelby County Clerk

# **\* \* \* 2010 HOLIDAY CALENDAR \* \* \***

## **SHELBY COUNTY OFFICES**

		<u>Observed</u>
January 1	New Years Day	Friday, January 1
January 18	Martin Luther King, Jr. Day	Monday, January 18
February 12	Lincoln's Birthday	Friday, February 12
February 15	President's Day	Monday, February 15
April 2	Good Friday	Friday, April 2
May 31	Memorial Day	Monday, May 31
July 4	Independence Day	Monday, July 5
September 6	Labor Day	Monday, September 6
October 11	Columbus Day	Monday, October 11
November 2	Election Day	Tuesday, November 2
November 11	Veteran's Day	Thursday, November 11
November 25	Thanksgiving Day	Thursday, November 25
November 26	Day following Thanksgiving	Friday, November 26
December 24	Christmas Eve	Friday, December 24
December 25	Christmas Day Observed	Monday, December 27

Approved by the Shelby County Board at their regular meeting December 9, 2009.

  
Kathy A. Lantz, Shelby County Clerk

**SHELBY COUNTY**  
**NOTICE OF 2010 MEETING DATES**

**COUNTY BOARD** – Stated meetings of the County Board of Shelby County will be held in Courtroom B, Shelby County Courthouse in Shelbyville, Illinois commencing at 9:00 A.M. on the following dates:

January 13	February 10	March 10	April 14
May 12	June 9	July 14	August 11
September 8	October 13	November 10	December 6, 8

**PURCHASING COMMITTEE** - Regularly Scheduled committee meetings will be held in Jury Room B, Shelby County Courthouse in Shelbyville, Illinois commencing at 9:00 A.M. on the following dates:

January 12	February 9	March 9	April 13
May 11	June 8	July 13	August 10
September 7	October 12	November 9	December 7

**FEES AND SALARIES** - Regularly Scheduled committee meetings will be held in the Courthouse in Shelbyville, Illinois commencing at 9:00 A. M. on the following dates:

January 12	February 9	March 9	April 13
May 11	June 8	July 13	August 10
September 7	October 12	November 9	December 7

**HEALTH** – Regularly Scheduled committee meetings will be held in the Courthouse in Shelbyville, Illinois commencing at 10:00 A. M. on the following dates:

January 11	February 8	March 8	April 12
May 10	June 7	July 12	August 9
September 7	October 12	November 8	December 7

**AIRPORT** – Regularly Scheduled meetings will be held at the Airport commencing at 7:00 P. M. on the following dates:

January <u>no meeting</u>	February 1	March 1	April 5
May 3	June 7	July 5	August 2
September 10	October 4	November 1	December 6

**LAW ENFORCEMENT** – Regularly Scheduled meetings will be held at the Detention Center, 151 North Morgan Street, Shelbyville, Illinois commencing at 9:00 A. M. on the following dates:

January 7	February 4	March 4	April 1
May 6	June 3	July 1	August 5
September 2	October 7	November 4	December 2

**ROAD AND BRIDGE** – Regularly Scheduled meetings will be held at the County Highway Office Building, R. # 3, Shelbyville, Illinois commencing at 9:00 A. M. on the following dates:

January 8, 11	February 5, 8	March 5, 8	April 9, 12
May 7, 10	June 4, 7	July 9, 12	August 6, 9
September 2, 3	October 7, 8	November 5, 8	December 2,3

**ANIMAL CONTROL** – Regularly Scheduled meetings will be held in the Animal Control Office, in the Courthouse, Shelbyville, Illinois commencing at 9:00 A.M. on the following dates:

January 28	February 25	March 25	April 29
May 27	June 24	July 29	August 26
September 30	October 28	November 24	December 30

**Kathy A. Lantz**  
**County Clerk and Recorder**

**Sandry Fire Supply, L.L.C.**

618 6th Street  
DeWitt, IA 52742

**QUOTATION**

Quote Number: m1013  
Quote Date: Dec 1, 2009  
Page: 1

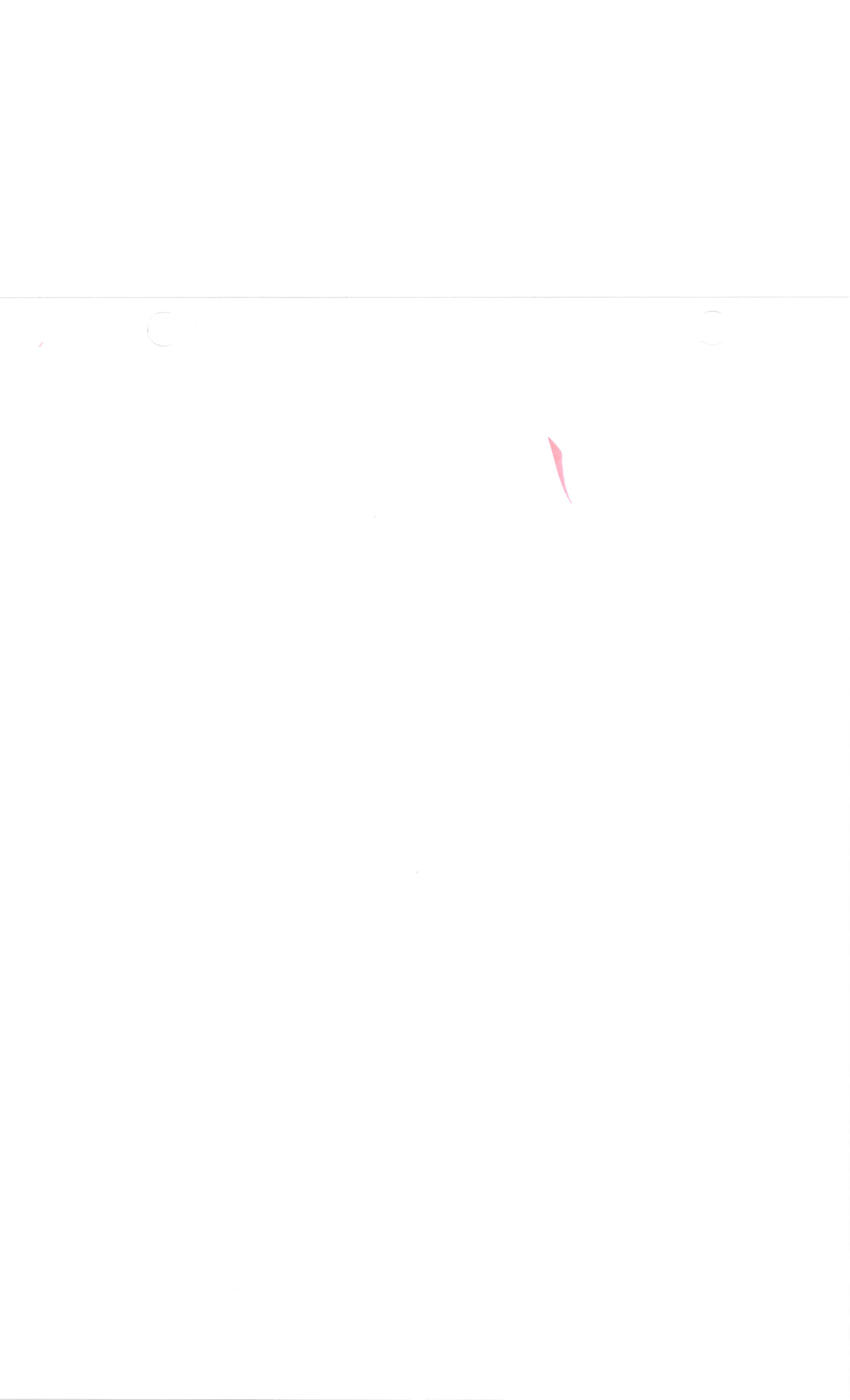
Voice: 888-586-2938  
Fax: 563-659-8147

<b>Quoted To:</b>
Shelby County Rescue 110 N. Heinlein Dr. Shelbyville, IL 62565 Shelby

Customer ID	Good Thru	Payment Terms	Sales Rep
Shelby County Rescue	12/31/09	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00	tntATT-6.5	TNT 6.5 Honda Twin Simo Power Unit w/ Accelerator Valve	5,425.00	5,425.00
1.00	tntSL-28	TNT28" Spreader (Light Weight)	4,795.00	4,795.00
1.00	tntSLC-28	TNT SLC-28 Cutter	3,995.00	3,995.00
1.00	tntSLTLS-40	TNT SLTLS-40 Ram	3,495.00	3,495.00
		----- 5%+5%+5%+5% for 20% off for a savings of \$ 3,542.00 -----		
1.00	tntEXTH-30red	TNT 30' Hose (Red)	535.00	535.00
1.00	tntEXTH-30YEL	TNT 30' Hose (Yellow)	535.00	535.00
		--- Total of the package is = \$ 15,238.00		
		Promotion Deal until Dec 31 <sup>st</sup> Price Goes Back to \$ 18,780 after That "Awesome Deal"		
		Subtotal		- 18,780.00
		Sales Tax		
		Freight		
		<b>TOTAL</b>		<b>18,780.00</b>





# PROMAX CONSTRUCTION

Toll Free: (877) 677-6629

1234 W. Cerro Gordo - Decatur, Illinois 62522

Phone: (217) 424-8900

DATE: 12-09-09 SUBJECT: \_\_\_\_\_

ATTN: Jim Warren  
Shelby County Courthouse

fax #774-5291

two handicap operators for two doors  
provided and installed by Promax.

\$5,800<sup>00</sup>

two weeks notice needed for install.

**FILED**  
DEC 09 2009

*Kathy A. Lentz*  
SHELBY COUNTY CLERK

9:30 am



**GJR**  
**Gates & Johnson**  
Roofing Co.  
701 N. Van Dyke  
Decatur, Illinois 62522  
**Commercial Proposal**

Attention: Jim Warren  
Shelby County Court House  
Shelbyville, Illinois

BASE BID: The purpose of the base bid is to provide a scope of work that reflects repairing 4 existing roof areas. GJR will furnish labor and material necessary to do repairs on the shingle roof where shingles are missing, roof hatches, and misc repair on the flat areas as follows:

Shingle roof area,

- 1) Install new shingles where shingles are missing.

Roof Hatches (4),

- 1) Remove old flashings around the hatch frame.
- 2) Install new flashing utilizing .060 VERSICO EPDM membrane.
- 3) Flashing to be adhered to roof hatch with bonding adhesive.
- 4) Then install the corners with 9" QA flexible flashing.
- 5) Install lap sealant where necessary.

Flat roof areas,

- 1) Clean areas free of debris where repair is to take place.
  - 2) Apply primer where needed.
  - 3) Install 9" QA flashing utilizing a 2" neoprene roller to compress the flashing for proper adhesion.
  - 4) Install proper caulking around the 9" flashing.
- NOTE: There are little pin size holes in the metal roof areas. The caulking is being applied to seal the visible holes.

Price \$ 5,985.00 Repair to ALL areas

We / GJR were asked to give an opinion about the future performance of the current roof systems. We recommend that the following alternate be considered and implemented as opposed to furnishing a repair to the areas.

If the alternate was accepted then GJR could provide a warranty for the work. Without installing a new system the area will still be suspect for future leakage.

SCOPE: Install a new VERSICO EPDM single ply roof system over the existing metal only and install ALL flashings needed to provide a warranty for the work.


ALTERNATE # 1: One section at time is installed: **\$11,400.00 per area**. If multiple trips were needed because only one area would be replaced then the price would be as stated.

ALTERNATE #2: ALL of the roof sections are installed at the same time. **\$9,150.00 per area**.

If all the flat roofs are done at the same time the price would be less. The price decreases due to a savings in the mobilization and equipment requirements.

This quoted price is good for 30 days from stated date on this proposal.

Submitted By

  
Todd J. Baker  
Project Manager

**GJR**  
**Gates & Johnson**  
Roofing Co.  
701 N. Van Dyke  
Decatur, Illinois 62522

December 3, 2009

Attention: Jim Warren  
Shelby County Court House  
Shelbyville, Illinois

Dear Mr. Warren:

You called me to ask about a warranty on the repair work that we have proposed.

If the roof sections were to have a new roof system installed, then a manufacturer's warranty for material and labor could be given. Manufacturer's warranties require a yearly inspection in order to maintain warranty terms. With a manufacturer's warranty, the warranty process is well defined. If there is a leak, then the manufacturer is involved and their process is met. If a leak occurs on a roof that is repaired, then a contractor warranty would come into question. Someone would have to determine if the leak is covered under the warranty or not, which can become a difficult process because of the age of the existing roof system.

In the case of a repair, we cannot get a manufacturer's warranty. We will stand behind our work for 2 years, but because the scope of work is limited to certain areas of the roof, it would be impossible to give a warranty for the entire system. We do provide, and recommend considering, a process that is intended to keep the roof system in top performance. It is a process that provides a yearly inspection and normal maintenance. A roof system is not unlike an HVAC system -- it needs to be serviced


Due to weather conditions that the roof is exposed to, it is imperative to perform inspections and maintenance to any roof system in order to get the longevity that is possible with a properly maintained roof system.

Our recommendation is to provide you with a yearly inspection and maintenance program for those areas. This process would be to perform an on-site inspection and perform normal maintenance that would be needed to assure that the roof is performing and the flashings are sealed.

During an inspection / maintenance program, our goal is to maintain the roof and increase the life of the roof until it needs to be replaced. In reviewing the area that is to be repaired, our annual fee would be \$830.00. Considering the location and access to the roof areas, this process is about a one day process. We are fully insured and safety is always a focus on our visits. This fee includes the on-site visit / inspection, normal maintenance and a written report with pictures showing the condition of the roof.

If this program is of interest, we can provide you with detailed information and would be available to present this program. We provide this service to many companies and some municipalities. This program is under our 5<sup>th</sup> Wall Roof Asset Management Company.

Submitted By:

  
Jeff Hunt  
President / Owner

Shelby County Court House  
Shelbyville, Illinois

**Warranty / Disclaimer / Hidden Conditions / Terms.**

**WARRANTIES:** For new roof system only. GJR provides a 2-year material and labor replacement if materials or installation quality fails or is determined as being incurred due to failure directly tied to either of those items. The manufacturer will provide all other warranties for an added fee or at no charge to be determined at the signing of the contract.

**DISCLAIMER:** All agreements are contingent upon strikes, fires, accidents, or other delays beyond our control. This proposal contains the entire agreement and shall become effective when accepted by signing this proposal.

**HIDDEN CONDITIONS:** Owner recognizes that there could be hidden damage or conditions that prevent the contracted scope of work to proceed. If this situation occurs then a written change order must be approved before work can proceed.

**TERMS:** Customer agrees:

- To pay for the materials and mobilization cost within 3 days of receiving the mobilization invoice, unless otherwise stated or agreed to in writing by both parties.
- Payment for the balance of the work completed is due within 10 days of the completion of the job.
- If GJR is providing a manufacturer warranty for the roofing system, then payment for the warranty is due upon delivery of the warranty to the owner.
- Upon the signing of this agreement the following terms will apply: payment of interest at 1 1/8% per month on any balance which remains unpaid 10 days after the stated completion date. If any payment due hereunder remains unpaid 60 days after it becomes due, then you shall further be obligated for all reasonable attorneys fees, court cost and cost of collection we incur in enforcing the terms and collecting any sums under this agreement.

Upon both parties signing the two page proposal/terms this give GJR authorization to proceed with the project

Accepted: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative

Accepted: \_\_\_\_\_ Date \_\_\_\_\_  
G/J Representative

E-mail: jlh@12stones.os

Phone: 217-429-5134

Fax: 217-422-9471

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SHELBY                 )

2009 - 53

**RESOLUTION FOR APPOINTMENT**

WHEREAS, a vacancy exists in the office of Commissioner of:

DRAINAGE DISTRICT #1 , TOWNS OF PRAIRIE AND BIG SPRING,  
COUNTY OF SHELBY, STATE OF ILLINOIS

and it is the duty of said County Board to make an appointment to fill said vacancy;

On motion by \_\_\_\_\_ Fred Doerner \_\_\_\_\_ and seconded by  
\_\_\_\_\_ Glenn R. "Dick" Clark \_\_\_\_\_, the name of **ED ANDERSON** was proposed  
as said Commissioner effective September, 2009 until September, 2012.

The motion was passed by the County Board and the County Clerk is hereby directed to issue  
the appropriate Certificate of Appointment to said appointee.

Dated: \_\_\_\_\_ December 9 \_\_\_\_\_, 2009



\_\_\_\_\_  
(COUNTY CLERK)

\_\_\_\_\_  
(CHAIRMAN-COUNTY BOARD)

COPY

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

IN THE MATTER OF THE COMBINED )  
DRAINAGE DISTRICT NO. 2, TOWN )  
OF TOWER HILL, COUNTY OF SHELBY ) No. 68-13  
AND STATE OF ILLINOIS )


ORDER OF APPOINTMENT

This cause coming on to be heard for the annual appointment of commissioner, and it appearing that Guy Gabriel was heretofore appointed for the term ending the first Tuesday of September, 2007 is now deceased; and it further appearing that Curt Corzine, being a landowner in said District and a resident of the State of Illinois, is qualified to act as such commissioner and is willing to accept such appointment and has heretofore tendered his oath and bond in the penal sum of \$500;

NOW, THEREFORE, IT IS ORDERED that CURT CORZINE is hereby appointed to serve as commissioner for said District for the term ending the first Tuesday of September, 2012, or until his successor has been appointed or otherwise qualified to act.

IT IS FURTHER ORDERED that the oath and bond heretofore tendered by Curt Corzine is hereby approved.

PASSED this 24<sup>th</sup> day of November, 2009.

  
Chairman of the County Board,  
Shelby County, Illinois.

ATTEST:

  
Shelby County Clerk

OFFICIAL BOND

COPY

We Nancy Handegan as principal, and Mary Jane Kimmel and Curt Corzine as sureties, all of the County of Shelby and State of Illinois, are held and firmly bound unto the People of the State of Illinois, in the penal sum of FIVE HUNDRED and 00/100 DOLLARS (\$500.00), for the payment of which well and truly to be made, we bind ourselves, and each of us, our heirs, executors and administrators, and each of them, jointly, severally and firmly by these presents on September 1, 2009.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas, the said Nancy Handegan has been duly appointed Drainage Commissioner in and for the Combined Drainage District No. 2, Town of Tower Hill in the County of Shelby aforesaid.

NOW, THEREFORE, If the said Nancy Handegan shall justly and fairly account for and pay over all moneys that may come into her hands, by virtue of her said office, and shall well and truly perform all and every act and duty enjoined upon her by the laws of this State, to the best of her skill and ability, then this obligation to be void, otherwise to remain in full force and virtue.

[Redacted Signature]

Nancy Handegan, Principal

Signed, Sealed and Delivered in the Presence of

[Redacted Signature]

E.C. Eberspacher, Attorney for District

[Redacted Signature]

Mary Jane Kimmel, Surety

[Redacted Signature]

Curt Corzine, Surety

FILED  
24 2009

STATE OF ILLINOIS,) ) ss  
Shelby County, )

*Ruth A. Lantz*  
SHELBY COUNTY CLERK

I, E.C. Eberspacher, a Notary Public hereby certify that

Nancy Handegan, Mary Jane Kimmel and Curt Corzine who are each personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me



this day in person, and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes as therein set forth.

Dated November 24, 2009

  
\_\_\_\_\_  
Notary Public



COPY

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

FILED  
NOV 24 2009

IN THE MATTER OF THE COMBINED )  
DRAINAGE DISTRICT NO. 2, TOWN )  
OF TOWER HILL, COUNTY OF SHELBY )  
AND STATE OF ILLINOIS )

No. 68-13

*Kathy A. Lantz*  
SHELBY COUNTY CLERK


ORDER OF APPOINTMENT

This cause coming on to be heard for the annual appointment of commissioner, and it appearing that Benjamin Kramer was heretofore appointed for the term ending the first Tuesday of September, 2008 and is now deceased; and it further appearing that Mary Jane Kimmel, being a landowner in said District and a resident of the State of Illinois, is qualified to act as such commissioner and is willing to accept such appointment and has heretofore tendered her oath and bond in the penal sum of \$500;

NOW, THEREFORE, IT IS ORDERED that MARY JANE KIMMEL is hereby appointed to serve as commissioner for said District for the term ending the first Tuesday of September, 2010, or until her successor has been appointed or otherwise qualified to act.

IT IS FURTHER ORDERED that the oath and bond heretofore tendered by Mary Jane Kimmel is hereby approved.

PASSED this 24<sup>th</sup> day of November, 2009.

  
\_\_\_\_\_  
Chairman of the County Board,  
Shelby County, Illinois.

ATTEST   
\_\_\_\_\_  
Shelby County Clerk

OFFICIAL BOND

COPY

We Mary Jane Kimmel as principal, and Nancy Handegan and Curt Corzine as sureties, all of the County of Shelby and State of Illinois, are held and firmly bound unto the People of the State of Illinois, in the penal sum of FIVE HUNDRED and 00/100 DOLLARS (\$500.00), for the payment of which well and truly to be made, we bind ourselves, and each of us, our heirs, executors and administrators, and each of them, jointly, severally and firmly by these presents on September 1, 2009.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas, the said Mary Jane Kimmel has been duly appointed Drainage Commissioner in and for the Combined Drainage District No. 2, Town of Tower Hill in the County of Shelby aforesaid.

NOW, THEREFORE, If the said Mary Jane Kimmel shall justly and fairly account for and pay over all moneys that may come into her hands, by virtue of her said office, and shall well and truly perform all and every act and duty enjoined upon her by the laws of this State, to the best of her skill and ability, then this obligation to be void, otherwise to remain in full force and virtue.

Signed, Sealed and Delivered in the Presence of  
[Redacted]  
E.C. Eberspacher, Attorney for District

[Redacted]  
Mary Jane Kimmel, Principal  
[Redacted]  
Nancy Handegan, Surety  
[Redacted]  
Curt Corzine, Surety

FILED  
NOV 24 2009  
Kathy A. Lutz  
SHELBY COUNTY CLERK

STATE OF ILLINOIS, )  
 ) ss  
Shelby County, )

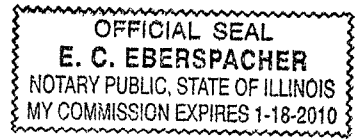
I, E.C. Eberspacher, a Notary Public hereby certify that

Mary Jane Kimmel, Nancy Handegan and Curt Corzine who are each personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me

this day in person, and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes as therein set forth.

Dated November 24, 2009

  
\_\_\_\_\_  
Notary Public



COPY

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

IN THE MATTER OF THE COMBINED )  
DRAINAGE DISTRICT NO. 2, TOWN )  
OF TOWER HILL, COUNTY OF SHELBY ) No. 68-13  
AND STATE OF ILLINOIS )

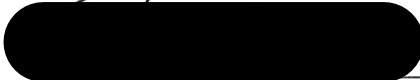
ORDER OF APPOINTMENT


This cause coming on to be heard for the annual appointment of commissioner, and it appearing that Nancy Handegan was heretofore appointed for the term ending the first Tuesday of September, 2008; and it further appearing that Nancy Handegan, being a landowner in said District and a resident of the State of Illinois, is qualified to act as such commissioner and is willing to accept such appointment and has heretofore tendered her oath and bond in the penal sum of \$500;

NOW, THEREFORE, IT IS ORDERED that NANCY HANDEGAN is hereby appointed to serve as commissioner for said District for the term ending the first Tuesday of September, 2011, or until her successor has been appointed or otherwise qualified to act.

IT IS FURTHER ORDERED that the oath and bond heretofore tendered by Nancy Handegan is hereby approved.

PASSED this 24<sup>th</sup> day of November, 2009.

  
Chairman of the County Board,  
Shelby County, Illinois.

ATTEST 

Shelby County Clerk

**FILED**  
NOV 24 2009

*Kathy A. Lentz*  
SHELBY COUNTY CLERK



this day in person, and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes as therein set forth.

Dated November 24, 2009

  
\_\_\_\_\_  
Notary Public



**RESOLUTION APPOINTING FREEDOM OF INFORMATION OFFICERS**

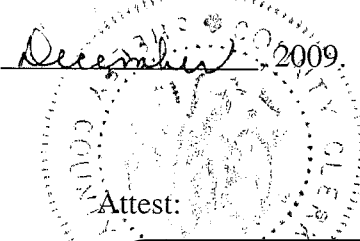
**WHEREAS**, Public Act 96-0542 becomes effective January 1, 2010, and this Act amends the Open Meetings Act, the Attorney General Act concerning a Public Access Counselor in the Office of Attorney General, and the Freedom of Information Act; and

**WHEREAS**, the County Board must designate one or more officials or employees to act as its Freedom of Information Officer or Officers; and

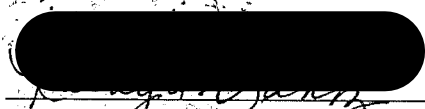
**WHEREAS**, pursuant to Public Act 96-0542, the presiding officer of the Shelby County Board does appoint, with the advice and consent of the County Board, such Officer or Officers.

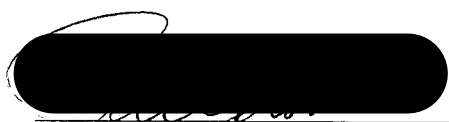
**NOW, THEREFORE, BE IT RESOLVED** by the Shelby County Board that the County Board does consent to the appointment of each Department Head or Elected Official, or designee of the Department Head or Elected Official, as the Freedom of Information Officer for his/her department or office. All FOIA Officers must successfully complete the training curriculum before July 1, 2010 and annually thereafter. New department heads will automatically become FOIA Officers and must complete training within 30 days after assuming the position. The County Clerk of the County of Shelby is hereby instructed to notify the Public Access Counselor in the Office of the Attorney General of such appointments.

**PRESENTED, ADOPTED, APPROVED AND RECORDED** this 9<sup>th</sup> day of



Attest:

  
\_\_\_\_\_  
County Clerk and Ex-officio  
Clerk of the Shelby County Board

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



Shelby County Treasurer  
 Monthly Report of Investments  
 1-Dec-09  
 Bank Balance: \$13,395,906.05

Passbooks, Money Markets,  
& Certificates of Deposits

Checking & Cash

\$	630,663.30	MMD		
\$	2,143,535.78	MMD	General Fund	\$ 2,060.50
\$	-			
\$	-		County Payroll Clearing	\$ 75,703.29
\$	-			
\$	-		Section 105 Claims	\$ 2,000.00
\$	-			
\$	311,237.84	PB	County Health Fund	\$ -
\$	121,776.34	CD		
\$	15,203.79	MMD	County Health-TB	\$ -
\$	-			
\$	37,138.90	MMD	Animal Control Fund	\$ 43,916.72
\$	23,119.44	MMD		
\$	113,854.11	PB	Ambulance Fund	\$ -
\$	150,276.31	MMD		
\$	991,787.43	MMD	Mental Health Fund	\$ -
\$	-			
\$	1,147,213.54	PB	IMRF Fund	\$ -
\$	-			
\$	303,615.18	PB	Social Security Fund	\$ -
\$	54,468.15	CD & MMD		
\$	25,323.95	PB	Indemnity Fund	\$ -
\$	-			
\$	246.83	PB	Court Security Fund	\$ -
\$	-			
\$	229,609.34	MMD	County Bridge Fund	\$ -
\$	-			
\$	164,037.73	PB	County Highway Fund	\$ -
\$	-			
\$	213,799.32	MMD	FASM Fund	\$ -
\$	-			
\$	506,812.15	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	14,441.94	PB	Tourism Fund	\$ -
\$	95,975.73	CD & MMD		
\$	116,786.79	PB	Probation Fund	\$ -
\$	55,220.52	CD & MMD		
\$	98,270.64	PB	Assist Court Fund	\$ -
\$	-			
\$	7,426.93	PB	Law Library Fund	\$ -
\$	-			
\$	93,981.60	PB	Automation Fund	\$ -
\$	-			
\$	82,398.40	PB	Recording Fund	\$ -
\$	-			
\$	15,931.77	PB	Drug Traffic Fund	\$ -
\$	60,000.00	CD		
\$	53,355.89	MMD	Airport Fund	\$ 861.55
\$	240,597.20	CD & MMD		
\$	470,041.23	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 17,604.83
\$	-			
\$	137,943.08	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 17,114.22
\$	-			
\$	-		Township Construction Fund	\$ 1,014.03



CERTIFICATE OF DEPOSITS  
December 1, 2009

General Fund(001) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>630,663.30</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>37,138.90</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>23,119.44</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>150,276.31</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>9,468.15</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>95,975.73</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>220.52</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>115,597.20</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>288,993.02</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
1.51% Interest	\$ <u>80,918.03</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 01/31/2010	
1.9% Interest	\$ <u>121,776.34</u>

CERTIFICATE OF DEPOSITS  
December 1, 2009

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 02/12/2010 1.10% Interest	<u>\$ 45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 4/20/2010 1.10% Interest	<u>\$ 55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 02/18/2010 1.50% Interest	<u>\$ 125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151  .85% Interest	<u>\$ 207,645.92</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 20555 Matures 10/16/2010 2.02% Interest	<u>\$ 1,000,000.00</u>
Airport(022)	<u>\$ 60,000.00</u>
TOTAL	<u>\$ 3,046,792.86</u>