

February 3, 2011

SHELBY COUNTY BOARD MEETING AGENDA

February 9, 2011 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. County Highway Engineer Alan Spesard – Highway Engineer's Report
5. EMA Coordinator/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports
6. Deputy County Clerk Jessica Fox – Request to Reduce Number of Election Judges used at the Consolidated Election
7. Committee Reports
8. Chairman Updates
9. Chairman Appointments
10. Correspondence
11. Public Body Comment
12. Adjournment

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

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

February 9, 2011 – 9:00 A.M.

The Shelby County Board met on Wednesday, February 9, 2011, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. All present recited the Pledge of Allegiance.

Shelby County Deputy Clerk Jessica Fox called the roll. Absent were Barbara Bennett and Joe Sims.

Minutes for the January 12, 2011 board meeting were presented for approval.

MOTION: Norma Stewart made motion to approve the minutes of the January 12, 2011 board meeting as presented.

Glenn R. "Dick" Clark seconded the motion.

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

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard presented the following Agreement and two Resolutions for approval: Engineering Agreement for Prairie Township Bridge; Resolution to Award Okaw Railroad Crossing Approaches Contract; and Resolution to Award Cold Mix Contract.

Agreement – Engineering for Prairie Township Bridge

MOTION: Norma Stewart made motion to approve the Preliminary Engineering Services Agreement between the County and Homer L. Chastain and Associates for the Bridge (#087-3207) project in Prairie Township as presented. Funding is 80% State funds and 20% to be shared between the County and Township. Dave Cruitt seconded the motion.

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

Resolution – Award Okaw Railroad Crossing Approaches Contract

MOTION: Robin Robertson made motion to approve the Resolution to award the two Okaw Railroad Crossing Approaches Contract (Section 10-12108-00 FL) to Perry County Construction Company for \$144,218.00 as presented. Funding for the project is \$10,000.00 by the Township with balance paid by the Illinois Commerce Commission (ICC). The Highway Department will perform the design and construction over site. These expenses will be reimbursed by the ICC.

John "Jack" Roessler seconded the motion.

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

Resolution – Award Cold Mix Contract

MOTION: Ken Barr made motion to approve the Resolution to award the Cold Mix Contract to Howell Paving for \$2.53/ galloon as presented. The County Highway yard will make approximately 2,900 tons of cold mix material. Robert Jordan seconded the motion.

VOTE: All voted aye by voice with David Cruitt abstaining and the motion carried.

Mr. Spesard announced the County Highway Department was successful in obtaining a State Truck Access Road Program Grant (TARP) for the 2012 Neoga Road construction project in the amount of \$517,000.00. The TARP grant has no matching requirement (100%). Funding for the Neoga Road project is 80% Federal, the TARP grant and local funds. Ending his report, Mr. Spesard gave the Board some highlights on the work in the County Highway. Mr. Spesard will report at the next board meeting on the annual County and Township oil lettings scheduled for March 4th at 9:00 A.M. at the County Highway Department.

EMA/Zoning Administrator Jared Rowcliffe updated the Board on the activities of the EMA/Zoning offices. Mr. Rowcliffe highlighted the Zoning/EMA update report previously mailed to the Board for their review. As EMA Coordinator, Mr. Rowcliffe informed the Board that the Shelby County EMA has received its Illinois EMA Certificate of Accreditation. There is an IEMA regional meeting February 18, 2011. Mr. Rowcliffe will seek reimbursement for the recent ice storm damage, if funding is available.

Election Authority Deputy Jessica Fox addressed the Board regarding Judges of Election for the Consolidated Election to be held on April 5, 2011. The County Board may select three judges (from the five appointed judges) to serve at the Consolidated Election. Mrs. Fox requested approval to use three judges in each precinct at the Consolidated Election.

MOTION: Ken Barr made motion to approve the use of three Election Judges in each of the precincts to work the Consolidated Election as presented.
Richard Hayden seconded the motion.

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

Chairman Cannon called for committee reports. Those reporting were:

Fees and Salaries Committee – Mr. Pauley stated that the bills, payroll were in order.

Animal Control Committee – Mr. Jordan told the Board that Animal Control Warden George Donley has announced that he will retire in either October or November, 2011. Mr. Jordan stated that Mr. Donley requested a six week training period with his replacement before he retires.

Farm Committee – Mr. Jordan stated the Committee met with Jim Hampton, tenant. The County Farm Contract was presented and reflected an increase in cash rent from \$140.00 to \$150.00. The acreage was reduced due to new GPS mapping.

MOTION: Richard Hayden made motion to approve the County Farm Contract between Shelby County and Jim Hampton, tenant, as presented.
John “Jack” Roessler seconded the motion.

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

ESDA Committee – Mr. Rowcliffe was congratulated for receiving the Illinois EMA Certificate of Accreditation.

Law Enforcement Committee – Mrs. Kearney stated that the County’s cost allocation study is close to being done.

Airport Committee – Chairman Cannon reported that the Airport is financially sound. The fixed base operator is currently under notice to provide additional insurance coverage per Commission requirements. New T hangers are to be built.

Public Buildings Committee – Mr. Warren stated that the Morrissey Group is working on final information.

Legislative Committee – Mr. Amling stated that a meeting is scheduled for Wednesday, February 16 at 9:00 A.M. to discuss census information and GIS mapping.

Chairman Cannon made the following appointment:

Phillip Strohl reappointed to the Zoning Board of Appeals.

Under correspondence, Chairman Cannon acknowledged the thank you received from the Senior Center for the donation in memory of Bob Hayden.

Chairman Cannon called for Public Body Comment. There was none.

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

MOTION: Glenn R. “Dick” Clark made motion to assess mileage and per diem for the February meetings, to pay the bills and payroll as approved by the Committees and adjourn until the next regular meeting to be held on March 9, 2011.
Fred Doerner seconded the motion.

VOTE: All voted aye by voice, motion carried and the meeting was adjourned at 9:45 A.M.



Jessica Fox, Deputy
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

February 9-2011 REGULAR SESSION

		ROLL CALL			QUESTIONS									
			2 / 9 / 2011	/ / 2011	ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓											
110	BARR, KENNETH	50	✓											
116	BEHL, ROBERT H.	42	✓											
117	BENNETT, BARBARA	40	A											
45	CANNON, BRUCE	26	✓											
133	CLARK, GLENN "DICK"	12	✓											
99	CRUITT, DAVID		✓											
25	DOERNER, FRED		✓											
214	DURBIN, JESSE	12	✓											
105	GERGENI, GARY	26	✓											
177	HAYDEN, RICHARD	44	✓											
193	JORDAN, ROBERT N.	31	✓											
64	KEARNEY, KAY		✓											
206	LENZ, LARRY	26	✓											
457	PAULEY, ROGER	18	✓											
181	ROBERTSON, ROBIN		✓											
148	ROESSLER, JOHN JACK	12	✓											
221	SIMS, TERRY JOE	24	A											
137	STEWART, NORMA J.	52	✓											
46	STROHL, DON	45	✓											
329	WARREN, JAMES	28	✓											
44	WETHERELL, DALE	46	✓											

11-15172-00BR
Prairie Bridge

TO: THE SHELBY COUNTY BOARD


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

RESOLUTION _____
PETITION _____
AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[Redacted signature area]

Municipality	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	Name	Homer L. Chastain & Associates
Township Prairie		Address	5 N. Countrv Club Road
County Shelbv		City	Decatur
Section 11-15132-00-BR		State	IL

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 TR 328 over Richland Creek

Route TR 328 Length _____ Mi. _____ FT (Structure No. 087-3207)

Termini _____

Description:
 Replace existing truss bridge on closed abutments with 3-span PPC deck beam bridge and necessary approach work including intersection profile raise.

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, plans, plats 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	
First	\$50,000	12.50	(see note)
Next	\$50,000	11.00	%
Next	\$100,000	9.50	%
Next	\$200,000	8.00	%
Next	\$200,000	7.00	%
Next	\$400,000	6.00	%

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 18.0 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.

Deleted:

"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.

Deleted: 2/3/2011

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

By Mutual agreement, partial payments, not to exceed 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.

Deleted:

Deleted:

It is Mutually Agreed,

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

Deleted: 2/3/2011

Amendment to BLR 05510
TR 328 over Richland Creek
Section 11-15132-00-BR

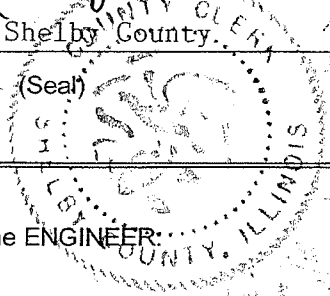
This amendment modifies the first sentence of Item 1.b. under “The LA Agrees,” portion of the “Agreement Provisions” of the BLR 05510 “Preliminary Engineering Services Agreement For Motor Fuel Tax Funds” for the subject project to read as follows;

“A sum of money equal to the percent of the greater of the awarded contract cost or ninety seven percent of the Engineer’s estimate for the proposed improvement, as approved by the Department based on the following schedule:”

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

Executed by the LA:

Shelby County _____ of the
(Municipality/Township/County)
State of Illinois, acting by and through its
Board of Directors
By _____
Title _____
Clerk



Executed by the ENGINEER:

HOMER L. CHAMBERLAIN & ASSOCIATES, LLP
5 N COUNTRY CLUB RD
DECATUR, IL 62521
By _____
Title PARTNER
Title ASSOCIATE

Approved
_____ Date
Department of Transportation
_____ Regional Engineer

Okaw RR

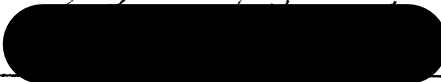

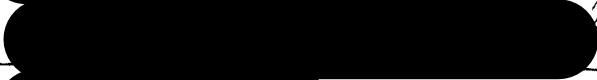

TO: THE SHELBY COUNTY BOARD

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

2011-05


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 Okaw Township Railroad Crossing Approaches, Section 10-12108-00-FL, to Perry County Construction, Co. based on their low bid submitted at a letting held February 4, 2011, of \$ 144,218.00.

STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

I, Kathy A. Lantz County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Shelby County at its regular meeting held in Shelbyville, Illinois on February 9, 2011.

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 February 2011 A.D.



County Clerk


Date 02-04-2011
 Time 9:00 A.M.
 Appropriation SHELBY CO HWY DEPT
 Attended by

Name and Address
 of
 Bidders
 Effingham Asphalt Co
 PO Box 307
 Effingham IL 62401

1-2
 Perry County Construction
 PO Box 396
 Herrin IL 62948

1-3
 Brad Agney
 RR 4 Box 97
 Shelbyville IL 62565

Approved
 Engineer's
 Estimate

check 7500

bid bond

bid bond

Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
	UNIT	49.00	30.00	1,470.00	20.00	980.00	35.00	1,715.00
	CU YD	291.00	20.00	5,820.00	30.00	8,730.00	12.00	3,492.00
	CU YD	1,258.00	25.00	31,450.00	19.00	23,902.00	24.00	30,192.00
	CU YD	17.00	32.00	544.00	30.00	510.00	35.00	595.00
	ACRE	0.80	4,000.00	3,200.00	2605.00	2,084.00	2300.00	1,840.00
	POUND	72.00	3.00	216.00	1.43	102.96	2.00	144.00
	POUND	72.00	3.00	216.00	1.43	102.96	2.00	144.00
	POUND	72.00	3.00	216.00	1.43	102.96	2.00	144.00
	ACRE	0.80	4,000.00	3,200.00	2442.00	1,953.60	2300.00	1,840.00
	POUND	200.00	3.00	600.00	3.00	600.00	5.00	1,000.00
	FT	40.00	32.00	1,280.00	20.00	800.00	30.00	1,200.00
	EACH	8.00	300.00	2,400.00	250.00	2,000.00	175.00	1,400.00
	TON	40.00	50.00	2,000.00	111.00	4,440.00	32.00	1,280.00
	TON	1,197.00	30.00	35,910.00	21.50	25,735.50	21.00	25,137.00
	GAL	794.00	7.00	5,558.00	5.50	4,367.00	5.00	3,970.00
	GAL	1,976.00	5.00	9,880.00	4.20	8,299.20	3.50	6,916.00
	TON	56.00	85.00	4,760.00	114.00	6,384.00	120.00	6,720.00
	TON	28.00	85.00	2,380.00	118.00	3,304.00	125.00	3,500.00
	FT	108.00	15.00	1,620.00	26.60	2,872.80	20.00	2,160.00
TOTAL BIDS	% Over(+) Under(-) Est.	AS READ						

Date 02-04-2011
 Time 9:00 A.M.
 Appropriation SHELBY CO HWY DEPT
 Attended by

Name and Address
 of
 Bidders

2-1
 Effingham Asphalt Co
 PO Box 307
 Effingham IL 62401
 check 7500

2-2
 Perry County Construction
 PO Box 396
 Herrin IL 62948
 bib bond

2-3
 Brad Agney
 RR 4 Box 97
 Shelbyville IL 62565
 bib bond

Approved
 Engineer's
 Estimate

Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	FT	142.00	18.00	2,556.00	32.25	4,579.50	22.00	3,124.00	41.00	5,822.00
	FT	68.00	46.00	3,128.00	112.00	7,616.00	70.00	4,760.00	110.00	7,480.00
	FT	38.00	35.00	1,330.00	110.00	4,180.00	35.00	1,330.00	95.00	3,610.00
	FT	152.00	38.00	5,776.00	125.00	19,000.00	42.00	6,384.00	110.00	16,720.00
	FT	230.00	41.00	9,430.00	20.75	4,772.50	18.50	4,255.00	25.00	5,750.00
	EACH	4.00	350.00	1,400.00	372.00	1,488.00	100.00	400.00	500.00	2,000.00
	FT	104.00	22.00	2,288.00	16.00	1,664.00	14.00	1,456.00	20.00	2,080.00
	FT	80.00	25.00	2,000.00	27.00	2,160.00	14.00	1,120.00	30.00	2,400.00
	L SUM	1.00	6,000.00	6,000.00	8760.00	8,760.00	14000.00	14,000.00	5000.00	5,000.00
	L SUM	1.00	10,000.00	10,000.00	5000.00	5,000.00	14000.00	14,000.00	6500.00	6,500.00
TOTAL BIDS	% Over(+)/ Under(-) Est.	AS READ		156,628.00		156,490.98		144,218.00		159,516.00

Cold Mix

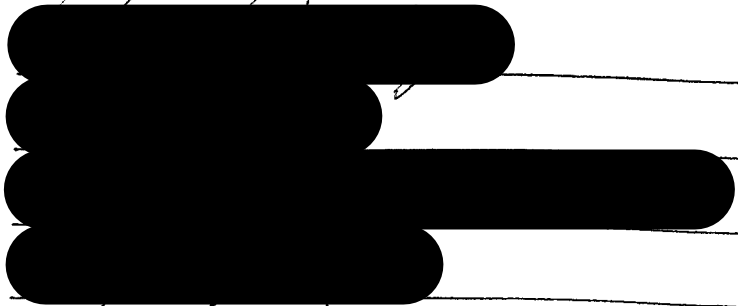
TO: THE SHELBY COUNTY BOARD

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

A large black rectangular redaction covers the signature area, obscuring the names and titles of the committee members. The redaction is positioned below the text 'RESPECTFULLY SUBMITTED, ROAD & BRIDGE COMMITTEE' and above the page number.

2011-06


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 40,000 gallons of HFE 300 to be used in the production of Cold Mix, to Howell Paving based on their low bid of \$2.53 submitted at a letting held on February 4, 2011.

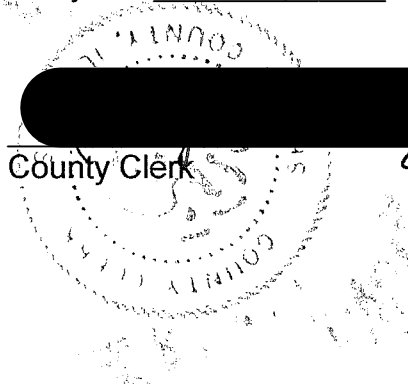
STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

I, Kathy A. Lantz County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Shelby County at its regular meeting held in Shelbyville, Illinois on February 9, 2011.

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 February 2011 A.D.



County Clerk



Zoning/EMA Report
Shelby County Board Meeting 2/9/11

Zoning

3 Building Permits Issued for the month of January
-3 Accessory Buidings
No Planning Commission or Board of Appeals this month.

EMA

Certificate of Accreditation was received.
IEMA Regional Meeting, Feb. 18th in Flora

January Building Permit Log

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Fee</u>
11-001	1/2/2011	Brad Lutz	3;Penn	1304-03-00-200-003	Acc Building	N/F
11-002	1/24/2011	Russell Rincker	9;Richland	1614-09-00	Acc Building	N/F
11-003	1/26/2011	Alan Thompson	14;Cold Spring	0417-14-00-400-010	Acc Building	\$125.00

Fees Total \$125.00

ILLINOIS EMERGENCY MANAGEMENT AGENCY

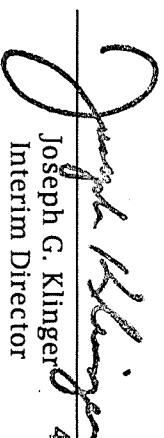
Certificate of Accreditation

In accordance with the Illinois Emergency Management Agency Act and Rules promulgated there under, the

*Shelby County Emergency
Management Agency*

Is granted accreditation through
September 30th, 2012.




Joseph G. Klingner
Interim Director

IEMA
ILLINOIS EMERGENCY MANAGEMENT AGENCY

Kathy A. Lantz
Shelby County Clerk & Recorder
301 East Main Street
Post Office Box 230
Shelbyville, IL 62565
Email shelbycc@consolidated.net
Phone (217) 774-4421 – Fax (217) 774-5291

Once again, I am requesting County Board approval regarding the Consolidated Election Judges.

The County Board may select three judges (from the five appointed judges) to serve at the Consolidated Election. Two judges must be affiliated with the first leading political party and one judge must be affiliated with the second leading party using the ratio established for each precinct when the judges were appointed.

At this time, I would like approval to use three judges in each precinct to work the Consolidated Election to be held on April 5, 2011.

REQUIRES MOTION & VOTE

LEASE AGREEMENT

THIS LEASE made and entered into this 9th day of February, 2011, by and between the County of Shelby, State of Illinois, Landowners, represented by Robert Jordan, Jesse Durbin and Larry Lenz, County Board members and County Farm Committee members, and Jim W. Hampton, R. R. 3, Shelbyville, Illinois 62565, Tenant.

The Landowner rents and leases to the Tenant, for agricultural purposes only, the following described REAL ESTATE, to-wit;

The Northeast Quarter (NE 1/4) of Section Four (4), and the West Half of the Northwest Quarter (NW 1/4) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.3 acres of tillable ground.

LENGTH OF TENURE: The term of this lease shall begin on **MARCH 1, 2011** and shall continue until **FEBRUARY 28, 2012**.

EXTENT OF AGREEMENT: Terms of this lease shall be binding on the heirs, executors, administrators, assigns or agents, for both Landowner and Tenant, in the same manner as upon the original parties.

RENT: The Tenant shall pay to the Landowner \$150.00 per acre, or \$29,445.00, in two (2) equal payments of \$14,722.50. The first payment is due on April 2, 2011 but not later than April 30, 2011. The second payment is due on November 1, 2011 but no later than November 30, 2011. Failure to make either payment by the deadline is grounds for termination of the lease.

COSTS:

1. The Landowner agrees to pay up to two-thousand dollars (\$2,000.00) per year for necessary limestone; however, the Landowner shall have the right to have the aforementioned real estate tested to determine whether or not limestone is necessary.
2. The Tenant specifically agrees to pay for any and all types of fertilizer, herbicides, and seed. The Tenant also agrees to keep the cemetery, roadside, and waterways properly mowed.

LANDOWNER AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:

1. The above described farm, including the fixed improvements thereon.
2. Materials the Landowner deems necessary for repairs and improvements on the above described farm.
3. Skilled labor employed in making permanent improvements.

TENANT AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:

1. All machinery, equipment, power and labor necessary to farm the premises properly.

2. Labor, except skilled labor, required for repairs and improvements.

TENANT'S DUTIES IN OPERATING THE FARM;

1. To keep the farm neat, and to prevent any unnecessary waste, or damage to the property.
2. Not to allow noxious weeds to go to seed on said premises but to destroy same; to cut all weeds, sprouts and brush in fence rows and on roads adjoining as often as needed each year without charge to the Landowner for labor.
3. To investigate and repair any broken tile and keep outlets open; repair breaks in open ditches. Tenant shall not plow or disk through grass waterway, or other low places that will permit open ditches eroding across fields.
4. Not to burn corn stalks, cobs, straw or other residue grown on the farm, nor to remove any hay, cobs or straw or other residue, except by agreement.
5. To clip small grain stubble and to prevent noxious weeds from going to seed.
6. Not to permit tramping of rotation fields by livestock in wet weather when the soil is soft, and to prevent rooting by hogs.
7. The Tenant agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures, and arrangements as are worked out with the Landowner or his Agent, for the best interest of all concerned.
8. Not to assign this lease to any person or persons or sublet any part of the premises without the consent of the Landowner.

ADDITIONAL AGREEMENTS:

1. Tenant is not to erect or permit to be erected upon said premises, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landowner, nor to purchase any materials or incur any expenses for the account of the Landowner without his approval and will not make a claim for labor at any time unless Landowner has given written permission at a previous date.
2. Tenant is not to add electrical wiring, plumbing or heating without written permission of the Landowner, and when same is given such is to pass inspection of both power and insurance companies. Said additions shall immediately become part of the property against which the Tenant will have no further claim unless otherwise agreed in writing.
3. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landowner together with the full right, liberty and land room to them, to enter upon the premises and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landowner, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he

may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

4. Landowner shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair nor for any failure to repair or alter or replace any buildings or improvement.

5. Tenant takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents to himself, his family, his employees, or agents in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements.

RIGHT OF ENTRY: The Landowner or his agent shall be entitled to free access to the premises at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landowner or his agent shall be entitled to fall plow, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.

LANDOWNER'S LIEN:

The Landowner's lien provided by law shall be the security for the rent herein specified.

If the Tenant shall, from any cause, fail to comply with all his agreements herein, the Landowner may at any time when such failure occurs after giving three days written notice of his intention to do so, take active possession of said premises and buildings thereon which the Tenant agrees to surrender, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant.

If the Tenant shall fail to pay the cash rent and advances, or account for the share rent as herein stipulated or shall fail to keep any of the agreements of this lease, all costs and attorneys fees of the Landowner in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.

YIELDING POSSESSION: The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the premises to the Landowner without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted.

IN WITNESS WHEREOF, we affix our signatures this, the 9th day of February, 2011.

COUNTY OF SHELBY - COUNTY FARM COMMITTEE - Landowner

By 

Bruce Lennon, Chairman Shelby Co CC

[Redacted Signature]

- Tenant

COUNTY FARM COMMITTEE:

[Redacted Signature]

Chairman

[Redacted Signature]

Member

[Redacted Signature]

Member

ATTEST:

Kathy A. Lantz
County Clerk of Shelby County

EXTENSION

This Lease extended from _____

to _____ Dated _____

_____- Landowner

By _____

_____- Tenant

EXTENSION

This Lease extended from _____

to _____ Dated _____

_____-Landowner

By _____

_____- Tenant

Shelby County Council on Aging, Inc.
Shelby County Senior Center

325 East North Ninth Street
Shelbyville, Illinois 62565

Phone: (217) 774-2251
Fax: (217) 774-4183

January 26, 2011

Board of Shelby County
c/o Kathy Lantz, Shelby County Clerk
Shelby County Courthouse
Shelbyville, Illinois 62565


Dear Shelby County Board Members,

On behalf of the Shelby County Senior Center Board, Staff and Clientele, we would like to thank you for your donation to the Senior Center in memory of Bob Hayden.

Bob will be missed by all. He was truly a wonderful man with a love for Shelbyville that was unmatched. Bob did so much for so many, he was such an important fixture in our lives, it is hard to imagine a fundraiser or Board meeting without his presence.

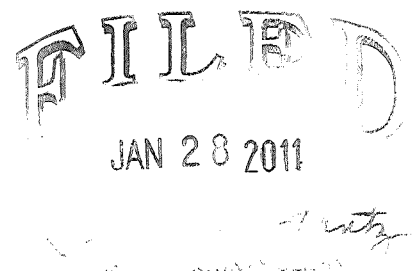
In his honor and memory, we will be diligent in the distribution of his memorial funds. Thank you again and may we all strive to contribute to our community in the same selfless manner as Bob.

Sincerely,


MaryBeth Massey

and

Shelby County Senior Center Board Members



Shelby County Treasurer
 Monthly Report of Investments
 1-Feb-11
 Bank Balance: \$14,000,463.83

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$	637,212.81	MMD		
\$	1,862,826.22	MMD	General Fund	\$ 65,453.93
\$	-			
\$	-		County Payroll Clearing	\$ 18,388.67
\$	-			
\$	-		Section 105 Claims	\$ 2,000.00
\$	-			
\$	164,190.37	PB	County Health Fund	\$ -
\$	123,941.44	CD		
\$	16,874.44	MMD	County Health-TB	\$ -
\$	37,524.60	MMD		
\$	45,186.49	MMD	Animal Control Fund	\$ -
\$	23,359.54	MMD		
\$	115,161.59	PB	Ambulance Fund	\$ -
\$	151,836.95	MMD		
\$	1,124,058.94	MMD	Mental Health Fund	\$ -
\$	-			
\$	1,443,515.93	PB	IMRF Fund	\$ -
\$	-			
\$	316,260.39	PB	Social Security Fund	\$ -
\$	54,562.41	CD & MMD		
\$	29,174.60	PB	Indemnity Fund	\$ -
\$	-			
\$	1,136.52	PB	Court Security Fund	\$ -
\$	-			
\$	343,247.38	MMD	County Bridge Fund	\$ -
\$	-			
\$	86,713.55	PB	County Highway Fund	\$ -
\$	-			
\$	115,945.53	MMD	FASM Fund	\$ -
\$	-			
\$	621,394.61	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	8,659.29	PB	Tourism Fund	\$ -
\$	96,972.46	CD & MMD		
\$	215,653.08	PB	Probation Fund	\$ -
\$	55,222.82	CD & MMD		
\$	67,764.38	PB	Assist Court Fund	\$ -
\$	-			
\$	5,874.97	PB	Law Library Fund	\$ -
\$	-			
\$	98,443.12	PB	Automation Fund	\$ -
\$	-			
\$	100,949.29	PB	Recording Fund	\$ -
\$	-			
\$	12,006.67	PB	Drug Traffic Fund	\$ -
\$	60,000.00	CD		
\$	23,999.35	MMD	Airport Fund	\$ 3,981.75
\$	241,797.69	CD & MMD		
\$	550,311.49	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 33,648.43
\$	-			
\$	206,822.19	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 20,420.47
\$	-			
\$	-		Township Construction Fund	\$ 374.14

\$	291,934.26	MMD		
\$	1,054,169.15	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,146.63	PB	Estate Tax Fund	\$ -
\$	-			
\$	280,015.42	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	8,722.08	PB	Probation Drug Testing	\$ -
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	42,022.04	MMD		
\$	221,059.23	PB	Drainage Fund	\$ 3,220.00
\$	-			
\$	40,739.77	PB	Document Storage Fund	\$ -
\$	81,758.38	MMD		
\$	175,467.50	PB	Misc County Health Fund	\$ -
\$	26,755.62	MMD		
\$	45,197.69	PB	Litigation Fund	\$ -
\$	208,069.57	CD		
\$	170,819.63	PB	Revolving Loan Fund	\$ -
\$	-			
\$	13,370.50	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	769.04	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	622.93	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	89,205.89	PB	Rescue Squad Fund	\$ -
\$	-			
\$	865.41	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	14,091.33	PB	DUI Equipment Fund	\$ -
\$	-			
\$	92,838.69	PB	GIS Fund	\$ -
\$	1,000,000.00	CD		
\$	239,595.07	PB	Capital Improvement Fund	\$ 572,786.01
\$	-			
\$	-		Pet Population	\$ 12,073.17
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
\$	-			\$ 13,895,547.97

County Collector Accounts

Shelby County State Bank-Checking	\$ 200.00
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 222.90
First National Bank of Assumption	\$ 274.17
Community Banks of Shelby County-Cowden	\$ 367.33
Shelby County State Bank-Strasburg	\$ 381.82
First Federal Savings & Loan-Shelbyville	\$ 241.95
Busey Bank-Real Estate Tax Trust Account	\$ 3,614.19
Shelby County State Bank-Shelbyville-Money Market	\$ 58,108.62
Busey Bank-Money Market	\$ 33,075.86
Ayars State Bank-Moweaqua	\$ 320.76
Shelby County State Bank-Findlay	\$ 310.83
First National Bank of Pana	\$ 268.36
Peoples Bank of Pana	\$ 192.82
Prairie National	\$ 253.85
Shelby County State Bank-Windsor Branch	\$ 293.46
Dewitt Federal Savings & Loan-Moweaqua	\$ 185.76
Sigel Community Bank	\$ 252.61
Shelby County State Bank-Moweaqua	\$ 209.73
Illinois Epay	\$ 5,940.84
	\$ 104,915.86

CERTIFICATE OF DEPOSITS
February 1, 2011

General Fund(001) Community Banks of Shelby County-MMD# 390 .25% Interest	\$ <u>637,212.81</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390 .25% Interest	\$ <u>37,524.60</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390 .25% Interest	\$ <u>23,359.54</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390 .25% Interest	\$ <u>151,836.95</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390 .25% Interest	\$ <u>9,562.41</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390 .25% Interest	\$ <u>96,972.46</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390 .25% Interest	\$ <u>222.82</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390 .25% Interest	\$ <u>116,797.69</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390 .25% Interest	\$ <u>291,934.26</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390 .25% Interest	\$ <u>81,758.38</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 1/30/2011 1.30% Interest	\$ <u>123,941.44</u>

CERTIFICATE OF DEPOSITS
February 1, 2011

Indemnity Fund(008)
Shelby County State Bank-CD# 14065
Matures 2/11/2011
.65% Interest

\$ 45,000.00

Assist Court Fund(017)
Shelby County State Bank-CD# 14794
Matures 4/19/2011
.65% Interest

\$ 55,000.00

Home Nursing Fund(024)
Prairie National Bank-CD# 14288
Matures 2/17/2011
1.15% Interest

\$ 125,000.00

Revolving Loan Fund(045)
Community Banks of Shelby County-MMD# 720151
.10% Interest

\$ 208,069.57

Capital Improvement(054)
First Federal Savings & Loan-CD# 20555
Matures 10/16/2011
1.25% Interest

\$ 1,000,000.00

Airport(022)

\$ 60,000.00

TOTAL

\$ 3,064,192.93