

January 4, 2012

SHELBY COUNTY BOARD MEETING AGENDA

January 11, 2012 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Chairman Cannon – Appointment of Robert Simpson to Fill the Vacancy in County Board District #4, Oath of Office and Seating of Member
5. County Highway Engineer Alan Spesard – Highway Engineer's Report
6. EMA Coordinator/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports
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

January 11, 2012 – 9:00 A.M.

The Shelby County Board met on Wednesday, January 11, 2012, 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.

County Clerk Kathy Lantz called the roll. There were no absentees.

Minutes for the December 14, 2011 board meeting were presented for approval. Clark moved to approve the minutes as presented. Doerner seconded said motion, which passed by voice vote. (20 yes, 0 no)

Chairman Cannon appointed Robert Simpson to serve the unexpired term created by the resignation of Roger Pauley, County Board District #4. Simpson took the oath of office administered by the Clerk and was seated.

At this time, Chairman Cannon called for the County Highway Engineer's report.

Alan Spesard, County Highway Engineer presented one petitions, three resolutions, two agreements and provided the departments' annual report followed by a brief update at the end of his report. (See petition, resolutions and agreements attached to these minutes for further descriptions, funding division of costs, estimates, etc.).

Amling made motion to approve the Petition to replace a culvert in Cold Spring Township. Barr seconded said motion, which passed by voice vote (21 yes, 0 no).

Robertson made motion to approve the Resolution awarding the annual rock contracts. Wetherell seconded said motion, which passed by voice vote (20 yes, 0 no, 1 abstaining), Resolution 12-01.

Clark made motion to approve the Resolution awarding the annual culverts contract. Cruitt seconded said motion, which passed by voice vote (21 yes, 0 no), Resolution 12-02.

Warren made motion to approve the Engineering Agreement between Shelby County and Allen Henderson and Associates for Bridge #087-3336 in Prairie Township. Wetherell seconded said motion, which passed by voice vote (21 yes, 0 no).

Strohl made motion to approve the Joint Agreement between the County and State for the Neoga Road project funding. Roessler seconded said motion, which passed by voice vote (21 yes, 0 no).

Warren made motion to approve the Resolution for Hammond and Reid Land Surveying Ltd. services for the Neoga Road project. Kearney seconded said motion, which passed by voice vote (21 yes, 0 no), Resolution 12-03.

EMA/Zoning Administrator Jared Rowcliffe highlighted the EMA/Zoning report previously mailed to the Board for their review. Rowcliffe described to the Board the Emergency Operations Center (EOC) which is located in the Detention Center basement.

Chairman Cannon called for committee reports. (Committee reports are attached to the minutes). Action taken during Legislative committee report is as follows:

Barbara Bennett made motion to open the closed executive minutes of the November 9, 2011 County Board executive meeting. Wetherell seconded the motion, which passed by voice vote (21 yes, 0 no).

Budget Committee will meet to discuss budget items. Chairman Cannon noted that amendments will be made to the (FY 2011-2012) budget in July. Auditor Robin Yockey will be invited to attend the next budget committee meeting.

At the end of the committee reports portion of the meeting, Amling made motion to give the County Clerk the authority to refuse all future mailings addressed to the County Board and sent by the FLDS Church, Vaughn Taylor. Bennett seconded the motion, which passed by a voice vote (21 yes, 0 no).

Chairman Cannon gave a brief update to the board. It was noted by Chairman Cannon that the following items will be on the February board meeting agenda: CEFS public transportation; county farm lease; county storage issues; and, the election of the board's vice chairman.

At this time, Chairman Cannon requested the following appointments:

Barbara Bennett, Chair, and Dave Cruitt, member Fees and Salaries Committee

Gary Gergeni, member Finance Committee, replacing Dave Cruitt

Bruce Cannon, Chair, Road and Bridge Committee

Shelby County Board Meeting
January 11, 2012

Bob Simpson, member Zoning Committee, replacing Gary Gergeni; and as member of the Airport Committee

The Fees and Salaries and Finance Committees form the Budget Committee. Gary Gergeni will serve as a committee member.

Wetherell made motion to approve the Chairman's appointments. Hayden seconded said motion, which passed by voice vote (21 yes, 0 no).


There was no correspondence report to the board.

Chairman Cannon notified the board of the Illinois Attorney General's electronic training for the Open Meetings Act (OMA). All elected and appointed members of a public body must take the OMA electronic training. County board members that do not have access to a computer may contact EMA Director Rowcliffe who will provide access for them. Chairman Cannon further noted that board member payment for taking the OMA training will be a February board meeting agenda item. At that time, Fees and Salaries Committee has been asked to provide a recommendation for payment of this mandatory training.

Chairman Cannon called for Public Body comment. Sharon Barricklow, local reporter, further defined the OMA training to the board, explaining that by taking the OMA training that would take away the intent to defraud, if the board would be sued.

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

Clark made motion to assess mileage and per diem for the January meetings, to pay the bills/payroll as approved by the committees and adjourn until the next regular meeting to be held on February 8, 2012. Doerner seconded said motion, which passed by voice vote (21 yes, 0 no) and the meeting was adjourned at 10:25 A.M.


Kathy A. Lantz
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

January 11, 2012

REGULAR SESSION

		ROLL CALL			QUESTIONS									
			1 / 11 / 2012	1 / 11 / 2012	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	✓											
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	✓											
144	HUNTER, ROBERT JR.	49	✓											
193	JORDAN, ROBERT N.	31	✓											
64	KEARNEY, KAY		✓											
206	LENZ, LARRY	26	✓											
181	ROBERTSON, ROBIN		✓											
148	ROESSLER, JOHN JACK	12	✓											
221	SIMS, TERRY JOE	24	✓											
<i>274</i>	SIMPSON, ROBERT	<i>32</i>	✓											
46	STROHL, DON	45	✓											
329	WARREN, JAMES	28	✓											
44	WETHERELL, DALE	46	✓											

December 20, 2011

Mr. Bruce Cannon, Chairman
Shelby County Board
P.O. Box 230
Shelbyville, IL 62565

Re: Notice of Declaration of Vacancy
County Board District #4

Dear Mr. Cannon,

In correspondence regarding your letter of December 14th of the Vacancy of County Board Dist. #4. The Democrat Central Committee would like to submit the name of Robert Simpson of RR #1 Box 105, Tower Hill, Illinois 62571 of Cold Spring Township for the vacancy of County Board Dist. #4. Mr. Simpson may be contacted at the above address or home phone 217-567-3115 or cell 217-827-3247. If there are any questions regarding the nomination please contact me at home phone 217-774-2839 or cell 217-855-2839.

Sincerely,

A black oval redaction covers the signature of John Warner.

John Warner, Chairman

Shelby County Democrat Central Committee

STATE OF ILLINOIS)
) SS
SHELBY COUNTY)

OFFICIAL OATH

I, **ROBERT SIMPSON**, having been APPOINTED to the office of

SHELBY COUNTY BOARD DISTRICT #4

for the unexpired term


January 11, 2012 – December 2, 2012

(to fill the vacancy created by the resignation of Roger Pauley)

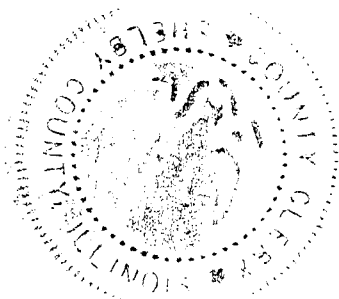
in the County of Shelby, in the State of Illinois, DO SOLEMNLY SWEAR or AFFIRM,
that I will support the Constitution of the United States of America and the Constitution
of the State of Illinois and will faithfully discharge the duties of the office of


SHELBY COUNTY BOARD DISTRICT #4

to the best of my ability.



Signed and Sworn To, or Affirmed before me this 11th day of January, A. D. 2012.





(Official Title)



Cold Spring

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____

PETITION _____ X _____

AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[Redacted signature area with four blacked-out lines]

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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Cold Spring in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 54 at a point near the NW 1/4 NW 1/4 Section 28; R2E; T10N; 3rd PM

in said Road District, for which said work the Road District of Cold Spring is responsible; and the cost of which work will be twenty-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 19th day of December 2011



Highway Commissioner.

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

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

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

Pipe Culvert -	1500
Labor, Equip, Mat'l -	1000
TOTAL -	\$2500

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

Witness my hand, this 19th day of December 2011



Highway Commissioner.

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

ROAD DISTRICT OF

Cold Spring

Shelby

COUNTY, ILLINOIS

FILED
JAN 11 2012

Kathryn A. Slutzky
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk

OFFICIAL SEAL
S. Alan Spesard
Notary Public, State of Illinois
Shelby County
My Commission Expires 5/14/2015

Subscribed and sworn to before me, this _____ day of _____ 19th _____ 2011

_____ Highway Commissioner.

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 _____
twenty-five hundred _____

_____ being duly sworn, on oath says that _____
Don Simpson
Highway Commissioner of said Road District of _____
Cold Spring

STATE OF ILLINOIS,
County of _____
Shelby
Road District of _____
Cold Spring
ss. _____

cold spring 810e 500n (640x480x24b jpeg)



TO: THE SHELBY COUNTY BOARD

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

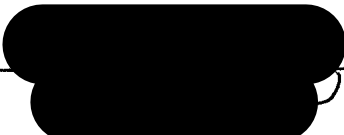


RESOLUTION X

PETITION

AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

TO: THE SHELBY COUNTY BOARD

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

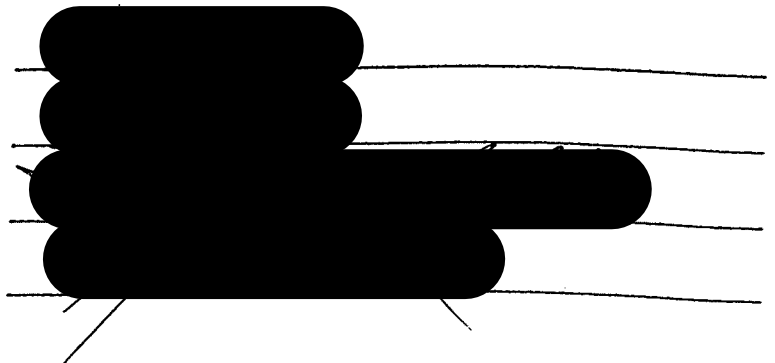
RESOLUTION X

PETITION

AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

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RESOLUTION

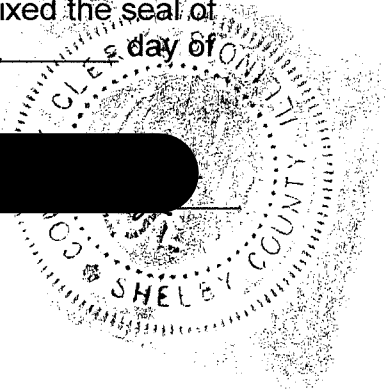
BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for various sizes of pipes to METAL CULVERTS based on their low bid submitted at a letting held January 6, 2012, of \$ 28,351.15 for Group 1 and \$ 16,500.60 for Group 2.

STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

I, Kathryn 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 January 11, 2012.

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 11th day of January 2012 A.D.


County Clerk



Engineering Agreement
Prairie Township
087-3336

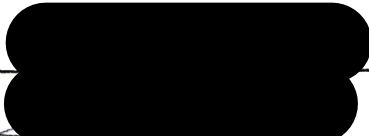
TO: THE SHELBY COUNTY BOARD

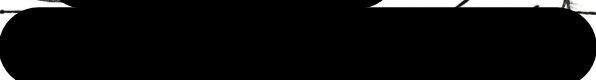
WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED


RESOLUTION _____
PETITION _____
AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE







Municipality Shelby County Highway Department	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Allen Henderson and Assoc., Inc.
Township Prairie				Address 907 South 4 th Street
County Shelby				City Springfield
Section 12-15134-00-BR				State Illinois 62703

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

Section Description

Name T.R. 431A over Wolf Creek

Route T.R. 431A Length ±0.20 Mi. ±1000.00 FT (Structure No. 087-3336(E))

Termini Beginning at a point near the northwest corner of the northeast ¼ of Section 17, T.9N., R.5E. of the 3rd P.M. and extending easterly.

Description:

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

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$100,000	10.00	(see note)
Next \$200,000	9.00	%
Next \$200,000	8.00	%
Next \$200,000	7.00	%
		%
		%

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

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

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

3. That payment due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 95 percent of the total fee due under this AGREEMENT based on the approved estimate of cost. The upper and lower limits of the awarded contract for fee determination purposes shall be 107% and 93%, respectively, of the approved estimate of cost.
- b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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

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

It is Mutually Agreed,

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

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

Executed by the LA:

Shelby County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By [Redacted]
Shelby County Clerk
(Seal)

Board of Directors

By [Redacted]
Title Chairman

Executed by the ENGINEER:

Allen Henderson and Associates, Inc.

907 S. 4th Street

Springfield, Illinois

ATTEST:

By [Redacted]
Title Vice-President

By [Redacted]
Title President

Approved

Date

Department of Transportation

Regional Engineer



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Contract	RR Force Account
Section 09-00271-00-RS	Fund Type STR/TARP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-031-12	RS-0656(112)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Neoga Road - CH33 Route FAS 656 Length 5.48 miles
 Termini Beginning at IL Rt. 32 easterly to FAS1631 (CH 9)

Current Jurisdiction Shelby County Existing Structure No 087-3470,3472,3373

Project Description

Resurfacing CH 33 including PCC widening, ditch grading, storm sewer, bituminous overlay and incidentals.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction							
Non-Participating Construction	()	()	()	
Preliminary Engineering	()	()	()	
Construction Engineering	()	()	()	
Right of Way	()	()	()	
Railroads	()	()	()	
Utilities	()	()	()	
Materials							
TOTAL	\$ _____		\$ _____		\$ _____		\$ _____

See Attachment #2

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

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

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Agreement Provisions

THE LA AGREES:

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

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map Attachment #2 Division of Cost Attachment #3 Resolution Establishing Truck Route

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

Bruce Cannon

Name of Official (Print or Type Name)

County Board Chairperson

Title (County Board Chairperson/Mayor/Village

[Redacted Signature]

1/11/12

(Signature)

Date

The above signature certifies the agency's TIN number is 376002119 conducting business as a Governmental Entity.

DUNS Number 040135279

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

APPROVED

State of Illinois
Department of Transportation

[Redacted Signature]

Ann L. Schneider, Secretary of Transportation

5/2/12

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

[Redacted Signature]

William R. Frey, Interim Director of Highways/Chief Engineer

5/1/12

Date

[Redacted Signature]

Ellen J. Schanzle-Haskins, Chief Counsel

4/17-12

Date

[Redacted Signature]

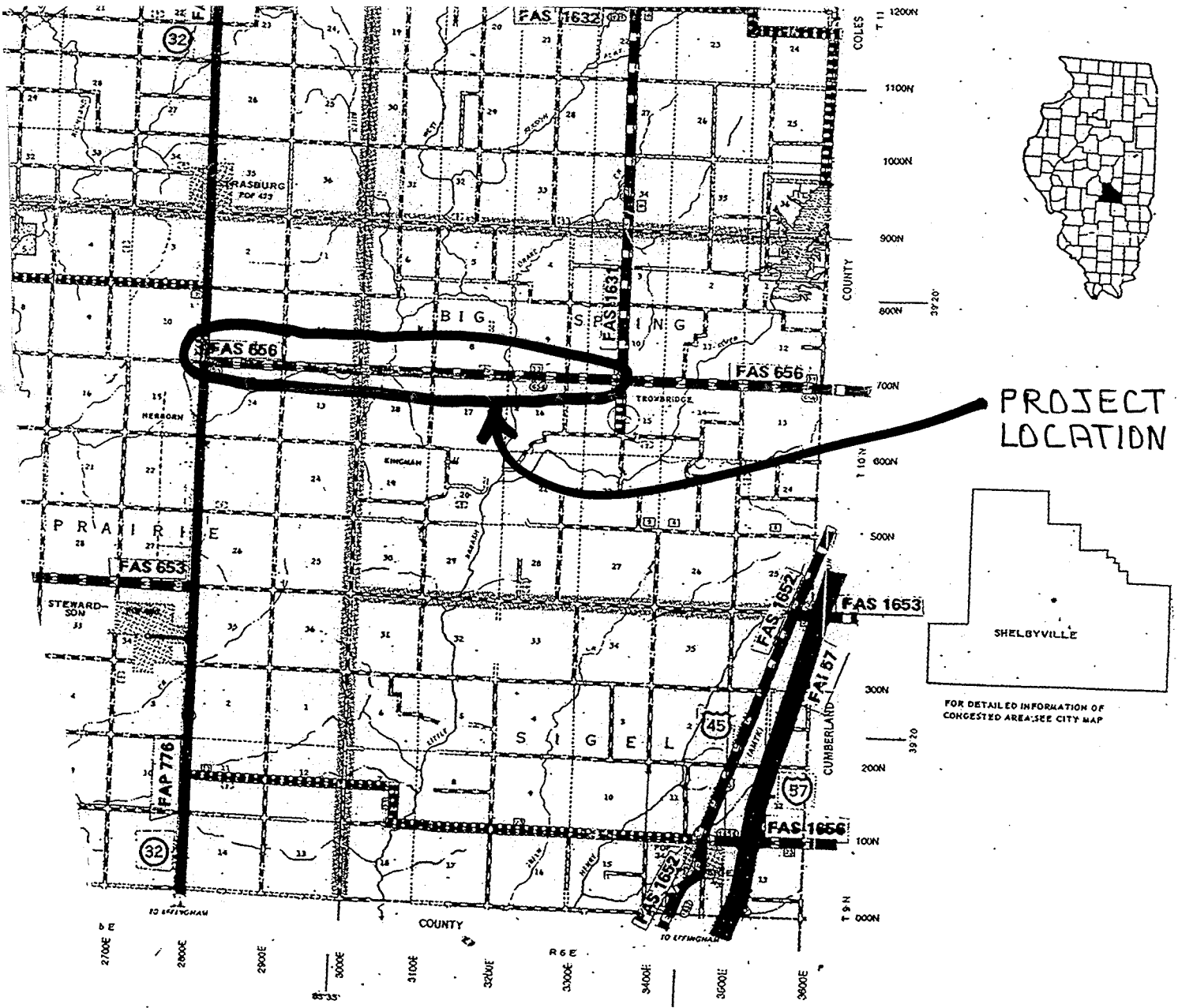
Matthew R. Hughes, Director of Finance and Administration

4/27/12

Date

5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

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



LOCATION MAP

Attachment #2

Local Agency: Shelby County
 Section: 09-00271-00-RS
 Job Number: C-97-031-12
 Project Number: RS-0656(112)

TYPE OF WORK	DIVISION OF COST									
	STR	%	TARP	%	STATE MATCH	%	LA	%	TOTAL	
Participating Construction	\$2,320,000	(1)	\$517,000	(2)	\$63,000	(3)	\$0	(4)	\$2,900,000	
Non-Participating										
Preliminary Engineering										
Construction Engineering										
Right-of-Way										
Railroads										
Utilities										
TOTAL	\$2,320,000		\$517,000		\$63,000		\$0		\$2,900,000	

1. 80% STR funds to be used first.
2. Lump Sum \$517,000 TARP funds NTE 50% of the final cost of the project to be used second as match to the Federal funds.
3. Lump Sum State Match NTE \$63,000 to be used third as match to the Federal funds.
4. Remaining balance is the responsibility of the local agency.



WHEREAS, the State of Illinois by its General Assembly has enacted the Illinois Vehicle Code; and

WHEREAS, 625 ILCS 5/1-126.1 provides that local authorities may designate Class II or Class III highways within their jurisdiction, and in accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, the Local Agency, Shelby County, is desirous of providing a truck route for the purpose of accommodating a load limit of 80,000 pounds:

NOW THEREFORE, BE IT RESOLVED, that the portions of FAS 656 (Neoga Road) beginning at the intersection of Il Route 32 and extending to FAS 1631 for 5.5 miles miles be designated as a:

Class II Truck Route or Class III Truck Route.

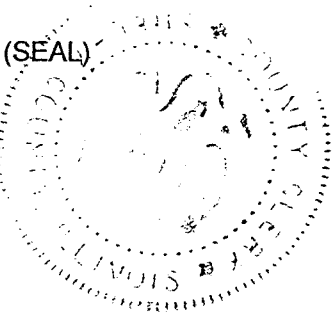
Ayes: 19
 Nays: 0
 Absent: 3

Name Roger Pauley
 Title County Board Chairman
 Signature

STATE OF ILLINOIS)
) SS
 COUNTY OF Shelby)

I, Kathy Lantz, Clerk, in and for the Local Agency and State aforesaid, and keeper of the records and files of said office, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Local Agency, Shelby County at their Adjourned Meeting held on November 10, 2010

IN TESTIMONY WHEREOF, I witness my hand and seal of the Local Agency, Shelby County this 10th day of November, 2010.



Clerk

ATTACHMENT 3

Hamman + Reid
Landsurveyors
Neoga Road

TO: THE SHELBY COUNTY BOARD

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

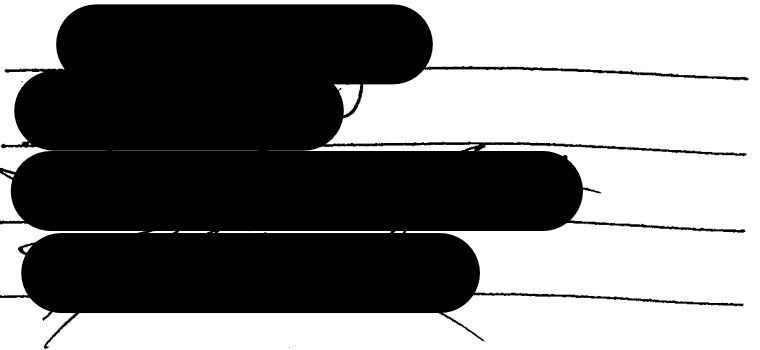
RESOLUTION X

PETITION _____

AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

A large area of the document is redacted with black ink, covering what appears to be the names and signatures of the committee members. The redaction consists of several thick, horizontal black bars of varying lengths, completely obscuring the text underneath.

RESOLUTION NO.

WHEREAS, THE Shelby County Highway Department is in need of resident engineering technician support for construction of the Neoga Road project.

And,

WHEREAS, THE services of Hammond & Reid Land Surveying Ltd has provided a "Proposal for Professional Services" (attached and made apart herein)

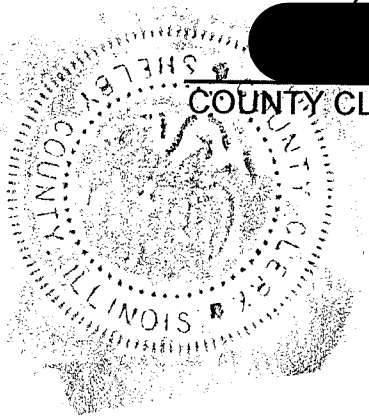
THEREFORE, BE IT RESOLVED that the County Board authorize the County Engineer to subcontract Hammond & Reid Land Surveying Ltd for support on the layout and construction oversite for the Neoga Road Resurfacing Project - Section 09-00271-00 RS.

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

I Kathy Lantz County Clerk in and for said County in the state aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true perfect and complete copy of a RESOLUTION adopted by the County Board of Shelby County at its regular meeting held in Shelbyville Illinois on January 11, 2012.
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 11th day of January A.D. 2012



COUNTY CLERK





Hammond & Reid Land Surveying Ltd

110 South Washington Street
Shelbyville, Illinois 62565
www.hammondreidsurveying.com
(217) 294-3344 (217) 962-1772

Proposal for Professional Services

<u>Client</u>	<u>Proposed Cost</u>
Name: Shelby County Highway Dept.	\$15,200.00
Address: R.R.#3 Box 38A	
City: Shelbyville, IL 62565	
Phone: (217) 774-2721	

Thank you for asking Hammond & Reid Land Surveying, Ltd. for a proposal for work to be performed on the Neoga Road Resurfacing Project Section Number 09-00271-00 RS in North Prairie Township, Shelby County, Illinois.

Scope

Provide labor and survey equipment to assist Shelby County personnel perform the following activities:


- 1) Assist with setting and shooting elevations for Grade and Paving Stakes (Provide Notes) – **\$3700**
- 2) Assist with shooting cross-sections on 100 foot centers before and after construction (Provide Notes) – **\$4800**
- 3) Assist with shooting pavement cross-sections on 250 foot centers before and after construction (Provide Notes) – **\$2300**
- 4) Assist with concrete material testing (8 Days) – **\$3300**
- 5) Locate and set 3 property corner markers – **\$300**
- 6) Locate, Tie-off, and re-establish locations of survey monuments and mark tablets - **\$800**

Start Date: T.B.D.

Completion Date: T.B.D.

Please contact us with any questions, modifications, or special requirements you may have regarding our proposal. We look forward to providing you with quality surveying services. (217) 294-3344.

Sincerely,


Date 1/3/2012

Thomas J. Hammond

Date

SHELBY COUNTY HIGHWAY DEPARTMENT

ANNUAL REPORT

JANUARY 01, 2011 THRU DECEMBER 31, 2011

Issued January 11, 2012

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- **Summary of Major Achievements**
- **County Highway Department Services**
 - **General Function, Personnel, Engineering & Inspection, Maintenance**
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- **County Highway Department Funding**
 - **Annual Local & State Funding, State & Federal Controlled Funding, Miscellaneous Funding;**
- **Photos of Road & Bridge Capital Improvements**
- **Photos of Maintenance Program**
- **Support Services for other Departments**

COUNTY HIGHWAY DEPARTMENT SERVICES

SUMMARY 2011 MAJOR ACHIEVEMENTS

- **Completed Eight (8) Shelby County Projects.**
 - Four Township Bridges were replaced with new bridges: Oconee Township, Dry Point Township, Cold Spring Township, Rose Township
 - One Township Bridge was replaced with pipe culverts: Richland Township
 - Repaired 3 Township Bridges: Holland Township, (2) in Richland Township

- **Awarded additional Funding totaling \$1,151,655:**
 - Neoga Road Truck Access Road Program (TARP) Grant: \$517,000
 - Sign Upgrade Grant: \$226,655
 - Todds Point Rrxing Approach: \$94,000
 - Shelbyville Township Rrxing Approach: \$314,000

- **Completed Twenty (22) approved Township Petitions for drainage structure replacement**

- **Completed construction of two (2) Railroad Crossing approaches funded by the Illinois Commerce Commission:** (2) Okaw Township - Funding awarded = \$144,215

GENERAL FUNCTION:

The Shelby County Highway Department is dedicated to providing a high quality public service while performing the functions needed for the betterment of the Shelby County Highway System. The Shelby County Highway Department is directly responsible for the maintenance and capital improvements associated with 197.80 county roadway miles (Note: 27th out of 102 counties) and 59 County Highway bridges.

The Shelby County Highway Department, subject to the general supervision and approval of the county board and to the rules and regulations of the Illinois Department of Transportation, generally performs the following functions (ref. 605 ILCS 5/5 Division 2):

- Prepare or cause to be prepared all Plans, Specifications, and Estimates for all Capital Improvement Road & Bridge Projects, approved by the county board.
- Supervise the construction and maintenance of any public road or bridge constructed or maintained in whole or in part at the expense of the county.
- Generate and administer the Shelby County Highway Department Budget, approved by the county board.
- Provide technical and administrative assistance to township Highway Commissioners with regard to approximately 275 township bridges (Note 6th out of 102 Counties)
- Provide technical advice, and construction & maintenance support for township highway commissioners and municipalities, when requested and/or based on approved petitions
- Provide technical and administrative support for the Highway Commissioner's yearly Township Motor Fuel Tax Program (\$2.0 million annual program)

SHELBY COUNTY HIGHWAY DEPARTMENT PERSONNEL:

The Personnel employed by Shelby County to perform the above functions are:

County Engineer: Alan Spesard, P.E.

*** Chief Engineer Assistant:** Keith Petard

*** Engineer Assistants:** Scott Short

Mike Lorton (1) Open Position (Retirement in 12/2004)

Secretary/Bookkeeper: Danielle Culberson

****Foreman:** Marvin Hapner

****Laborers:** John Agney Charles Evans

Roger Haycraft Bob Helton

Marty Reider Kenneth Vail

(2) Open Positions (Retirements in 2004 & 2008)

** CDL Require * College Degree Required



ENGINEERING and INSPECTION SERVICES:

- **Capital Improvement Resident Engineering activities for 8 construction projects**
 - Four Bridges were replaced with new bridges: Cold Spring, Dry Point, Oconee, Rose
 - One bridge is under construction: Big Spring
 - Two Railroad crossing approaches: Okaw
 - Oconee Road upgrade by Water Company
- **Capital Improvement survey, layout, and design activities for engineering projects**
 - Completed Design and Right-of-Way document preparation for Neoga Road upgrades - \$2.5+ million dollar project
 - Conceptual Designs completed for Grant Submittals: Oklahoma Bridge, Shelbyville Wood Street Bridge;
 - Completed bid letting and documentation packages for Sign Upgrade Program for county, townships, municipalities
 - Completed design on one railroad crossing approach in Todds Point Township
 - Completed funding application for railroad crossing approach in Clarksburg Township
- **Miscellaneous Engineering and Inspection Services**
 - Evaluation and Field Inspection of approximately 160 Bridges over western portion of County
 - Township Motor Fuel Tax Budget, Bid Document Preparation and Contract Administration for all 24 Townships (over \$2 million in budgeted maintenance work)
 - County Motor Fuel Tax Budget, Bid Document Preparation, and Contract Administration
 - County and Township Culvert procurement administration
 - Sizing of Culverts for 22 approved Municipal & Township 50/50 petitions
 - Sizing of Culverts for County Highway Drainage Replacement projects
 - Ongoing Technical Review, design and Administration of approx. 16 Bridges approved for replacement
 - Hosted 2 educational conferences for Highway Commissioners and Municipal Street Department Heads (approximately 100 in attendance)
 - Technical document preparation for Right-Of-Way Parcels for township bridges and aid in acquisition negotiations
 - Evaluation of Future Road & Bridge Projects

MAINTENANCE SERVICES

- **Maintenance of 198 miles of County Highways and 59 County Bridges**
 - **Maintenance to Highway Surfaces and Shoulders:**
 - Stockpiled and Spread rock for oil/chip seal coating of approximately 20 miles of County Highways.
 - Performed leveling overlay with cold-mix patch mix to over 20 miles of County Highways.
 - Applied Centerline Striping to 60 miles of County Highways:
 - Made 2500 ton of cold-mix at County Yard.
 - Performed shoulder repair with the“Tiger-Claw Retriever” along all County Highways and provided shoulder rock and patch-mix repairs as needed
 - Performed Snow Removal and Cinder Treatment to 198 miles of roadway
 - **Maintenance to Bridges, Culverts, and Ditches:**
 - Installed 22 Drainage Repair Projects at 50% cost share for Municipalities & Townships: (2) Cold Spring, Pickaway, (2) Rose, Big Spring, Okaw, Windsor, (5) Oconee, (2) Richland, (3) Prairie, (3) Ash Grove, Todds Point
 - Ditch Cleaning, Mowing, Weed/brush spraying/removal on most County Highways.
 - **Maintenance of Traffic Control Rural Reference Signs**
 - Replace or repaired several hundred rural reference and traffic control signs;
 - **Miscellaneous Maintenance Tasks:**
 - Provided in-house maintenance and repair to 24 County Highway owned vehicles and equipment.
 - Stockpiled sand for snow and ice control
 - Installed numerous field culvert entrances
 - Patching damaged Highway surface areas/holes
 - Delivered Pipe Culverts to 19 Townships and provided culverts for 7 villages (including Cowden, Herrick, Shelbyville, Stewardson, Windsor, Strasburg, Tower Hill)

ROAD & BRIDGE COMMITTEE

FUNCTION:

The R&B Committee meets a minimum of two times a month. The “Road Trip Committee Meeting” involves site visits across the county to view proposed county road and bridge construction, proposed township & municipality petition work, ongoing construction projects, and maintenance and insurance work. The “Claim Review Meeting” involves a review of county and township claims for compliance with that budgeted and a review of proposed petitions, resolutions and agreements. Occasionally the R&B committee have “Random Committee Meetings” in order to observe local lettings for bridges, roads, and maintenance contracts; review land acquisition document and appraisals for construction projects, and observe county hosted township highway commissioner educational conferences and/or other information meetings.

ROAD & BRIDGE COMMITTEE VOTING MEMBERS:

The 2011 Road & Bridge (R&B) Committee consisted of four county board members appointed by the county board chairman:

Chairman:	Roger Pauley,	District No. 4
Committee Members:	Larry Lenz,	District No. 9
	Rob Behl,	District No. 7
	Dave Cruitt,	District No. 10

KEY DECISIONS OF R&B COMMITTEE:

- Prioritized Bridge Replacement Projects
- Selected Bridges to be replaced with Pipe/Tank Cars allocated
- Prioritizing of roads and Bridges for Grant Submittals

COUNTY HIGHWAY DEPARTMENT FUNDING

ANNUAL LOCAL TAX & STATE MFT FUNDING

Shelby County receives local property tax funds and State motor fuel tax (MFT) funds. These funds are considered "Special Revenue Funds" due to the fact that they are legally restricted for expenditures for use by the Shelby County Highway Department for the construction and maintenance of Highways. The local tax revenues and expenditures are internally controlled by the County Bridge, County Highway, and Federal Aid Secondary accounts. The state motor fuel tax revenues and expenditures are internally controlled by the County Motor Fuel Tax and Township Motor Fuel Tax accounts. The expenditures and revenues associated with these funds are audited annually by the Shelby County contracted auditing firm of "Mose, Yockey, Brown & Kull, LLC (MY&K)". In addition to the audit performed by MY&K, the State & Township MFT expenditures and revenues are audited annually by the Illinois Department of Transportation.

- 2009 Capital Bill increased payment of MFT funds to County = \$65,259

Details associated with these revenues and expenditures for the current Fiscal Year ending in August 31, 2011 will be published by MY&K in a report entitled "AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION" in the spring of 2012

STATE & FEDERAL CONTROLLED FUNDING

The IDOT committed State and Federal Funding for Shelby County Capital Improvement Projects as follows:

Total Federal, State and local Construction Funds for Bridge & Road Projects = \$1,456,974

- Federal Bridge Replacement & Rehabilitation Funds totaling approximately \$1,095,102 toward 80 % of the awarded contract construction and engineering costs for township bridges.
- State Township Bridge Funds totaling approximately \$361,872 toward the awarded contract construction & construction engineering costs for township bridges construction
- Awarded additional Funding totaling \$1,151,655:
 - Neoga Road Truck Access Road Program (TARP) Grant: \$517,000
 - Sign Upgrade Grant: \$226,655
 - Todds Point Rrxing Approach: \$94,000
 - Shelbyville Township Rrxing Approach: \$314,000

These funds are administered and controlled by the IDOT.

MISCELLANEOUS FUNDING

The Shelby County Highway Department miscellaneous funding as follows:

- Engineering fees from the \$2.0 million Township Motor Fuel Tax Program, totaling approximately \$85,000 for technical and contract administration services
- Maintenance expense reimbursement totaling approximately \$85,000 for approved requests and petitions from townships and villages.
- Capital Bill increased payment of MFT funds to County = \$65,259



ROAD & BRIDGE CAPITAL IMPROVEMENTS



Old Bridge



New Bridge

OCONEE TOWNSHIP BRIDGE (old bridge was closed)

- Location: 3 miles Northeast of Village of Oconee
- Construction Cost: Awarded to Depew & Owen; \$350,488
- Construction Funding: 80% Federal; 16% State; 2% Township; 2% County
- Current Status: Open to traffic



Old Bridge



New Bridge

ROSE TOWNSHIP BRIDGE (old bridge posted at 5 ton)

- Location: 3 miles west of City of Shelbyville
- Construction Cost: Awarded to Schmidt Construction, \$405,568
- Construction Funding: 80% Federal; 16% State; 2% Township; 2% County
- Current Status: Open to Traffic

ROAD & BRIDGE CAPITAL IMPROVEMENTS



New Bridge

DRY POINT TOWNSHIP BRIDGE (old bridge was closed)

- Location: 2 miles west of Village of Cowden
- Construction Cost: Awarded to Depew & Owen; \$292,588
- Construction Funding: 80% Federal; 16% State; 2% Township; 2% County
- Current Status: Open to traffic

ROAD & BRIDGE CAPITAL IMPROVEMENTS



New Bridge

Cold Spring Township Bridge Replacement (old bridge was posted 3 ton)

- Location: 4 miles Northeast of Village of Herrick
- Cost of Construction: Awarded to Perry County Construction: \$166,815
- Construction Funding: 80% Federal, 16% State, 2% Township, 2% County
- Current Status: Open to Traffic



Bridge Construction in Progress

Big Spring Township Bridge Replacement (old bridge posted at 6 ton)

- Location: 7.5 miles East of Village of Strasburg
- Cost of Construction: Awarded to Depew and Owen: \$558,988
- Construction Funding: 80% Federal, 16% State, 2% Township, 2% County
- Current Status: Construction on-going



ROAD & BRIDGE CAPITAL IMPROVEMENTS



Finished Approach at 1600N



Finished Approach at 1650N

OKAW TOWNSHIP RAILROAD CROSSING (2) APPROACHES

- Location: 1600N & 1650N - 3 miles North of the City of Shelbyville
- Construction Cost: \$144,218; Township costs = \$10,000 and remaining balance funded by Illinois Commerce Commission
- Current Status: Open to traffic



Existing Structure



New Pipe

Bridge Replacement for Richland Township

- Cost = \$5430 (50% County - 50% Township)

MAINTENANCE OF COUNTY HIGHWAYS



SIGN UPGRADE GRANT FOR COUNTY, TOWNSHIPS AND MUNICIPALITIES



REPAIR TOWBRUFF COUNTY HIGHWAY BRIDGE

MAINTENANCE OF COUNTY HIGHWAYS



Existing Bridge



Repaired Bridge Rail

Repair Box Culvert Bridge on Tower Hill - Moweaqua County Highway



Make Cold Mix for County and Townships - 2500 tons



MAINTENANCE OF COUNTY HIGHWAYS



Ditch Cleaning along Oconee-Nokomis Road



Cold Mix Overlay for Vandalia County Highway



Shoulder Repair for Clarksburg Cty Highway



Patching Repairs for Moweaqua County Highway

AID TO TOWNSHIPS AND MUNICIPALITIES



Existing Culvert



New Pipe Culvert

Drainage Structure Replacement in Big Spring Township
Cost = \$2598 (50% County - 50% Township)



New Pier Caps

Two Bridge Repairs in Richland Township
Cost Share = \$17,424 (50% County 50% Township)

AID TO TOWNSHIPS AND MUNICIPALITIES



Existing Box Culvert



New Pipe Culvert

Drainage Structure Replacement in Okaw Township - Bethel Cemetery Road

Cost = \$10,487 (50% County - 50% Township)



New Steel Beam and Steel Piles

Bridge Repair in Holland Township

Cost Share = \$26,659 (50% County 50% Township)

AID TO TOWNSHIPS AND MUNICIPALITIES



Existing Culvert



New Pipe Culvert

Drainage Structure Replacement Rose Township
Cost = 50% County 50% Township



Remove Collapsed Bridge for Pickaway Township
Cost = 100% Township

AID TO TOWNSHIPS AND MUNICIPALITIES



Existing Structure



New Pipe Culvert

Drainage Structure Emergency Replacement for Cold Spring Township

Cost = \$7546 (50% County - 50% Township)



Existing Pipe



New Pipe

Drainage Structure Replacement for Windsor Township

Cost = \$4435 (50% County - 50% Township)

AID TO TOWNSHIPS AND MUNICIPALITIES



Construction Support for Oconee Road Improvements

SUPPORT SERVICES FOR OTHER DEPARTMENTS

Other Support Services for County Departments:



Trash Bag Pickup Along County Highway

- Probation Department: Performed trash bag pickup and disposal along County Highways
- Teamed with Health Department for Recycling Day
- Courthouse: Transporting/Disposing documents
- Provided Fueling Facility for Central Illinois Public Transit Vehicle
- Snow Plowed the Airport runways and driveway
- Animal Control Dept.: Burial of dogs

Zoning/EMA Report
Shelby County Board Meeting 1/11/12

Zoning

- 5 Building Permits Issued
 - 1 Billboard
 - 1 Manufactured Home
 - 1 Residential Addition
 - 2 Accessory Building

Planning Commission and Board of Appeals will not meet in January.

EMA

January is Preparedness for People with Functional and Access Needs Month.
Participated in Moweaqua PD Active Shooter training at Moweaqua High School 1/2/12.
Received final check for EOC Technology Grant reimbursement.
Disbursed 7 weather radios to Rhodes France Boy Scout Camp on 1/3/12
Will be attending Illinois Emergency Management Agency's Vision 2020 Homeland Security Town Hall Meeting in Effingham on 1/11/12.

December 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>
11-002BB	12/1/2011	Mid America Advertising	12; Tower Hill	2311-12-00-400-005	Billboard	\$ 100.00
11-100	12/9/2011	Garry Campbell	10; Rose	1812-10-00-100-013	Acc. Building	\$ 125.00
11-101	12/12/2011	Sharon Miner	11; Lakewood	0918-11-00-200-009	Man. Home	\$ 175.00
11-102	12/13/2011	Todd Krauskopf	23; Ridge	1707-2300-200-006	Acc. Building	N/F
11-103	12/13/2011	Jeffrey Boehm	10; Dry Point	0524-10-00-100-021	Res. Addition	\$ 125.00

ROAD & BRIDGE COMMITTEE

Meeting Minutes January 9, 2012

- **Roll Call** in alphabetical order: Rob Behl, Bruce Cannon, Dave Cruitt, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **Discussion on closed bridge in Herrick Township:**
 - Ken Barr, Bruce Pope, Ralph Boehm, Gene Thompson requested that the closed Herrick bridge (#3062) be increased on the priority list since it had been deferred since 1998 – after a lengthy discussion the committee did not vote to change the current priorities
- **Discussion on letter received requesting costs for a Graduate level Economic Development intern to be shared between Shelbyville and the County:**
 - Kay Kearney was invited to attend and was in favor of hiring the internship.
 - After lengthy discussion it was decided to table this issue until a more defined plan is generated which specifically details the benefits to the County. It may be reconsidered in next years budget
- **Approval of Meeting Minutes**
 - Previous minutes of meeting was approved
- **Review Claims** Monthly payroll and claims from the County Bridge, County Highway, FASM, Co. MFT, Local Bridge, Township Construction, Township MFT accounts were reviewed and signed by committee members
- **New Business:**
 - Alan distributed the 2011 Annual County Highway Report
 - Petition from Cold Spring Highway Commissioner to replace culvert
 - Committee recommended approval
 - Agreement with Henderson & associates for bridge design in Prairie Township #3336
 - Committee recommended approval
 - Agreement between County and State on Funding for Neoga Road project
 - Committee recommended approval
 - Resolution to contract with Hammond & Reid for surveying and construction oversight assistance on the construction of the Neoga Road
 - Committee recommended approval
 - Resolution to Award contract for Culverts
 - Committee recommended approval
 - Resolution to Award contract for Rock
 - Committee recommended approval
 - Requested Funding for Clarksburg Rrting approach to be paid 100% by State
 - IDOT applications for future Rrting upgrade is due in March – Clarksburg road (County Highway)
 - Highway Commissioner in Penn Township has resigned
 - Sold old signs to recycling company – received \$487
 - Bid Letting for Cold mix scheduled for Feb. 3rd
 - Bid Letting for Hauling rock for Pickaway and Oconee and supplying rock for Okaw and Ridge (none bid on Friday) scheduled for Feb. 3rd
- **Adjournment:** Next meetings scheduled for February 3rd and 6th

FILED
JAN 10 2012
Kathy A. Lantz
SHELBY COUNTY CLERK

ROAD & BRIDGE COMMITTEE

Meeting Minutes

January 6, 2012

- **Roll Call** in alphabetical order: Rob Behl, Bruce Cannon, Dave Cruitt, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
 - The annual culvert and rock bids were publicly opened and read.
- **Adjournment:** Next meeting scheduled for January 9, 2012

FILED
JAN 10 2012
Kathy A. Lantz
SHELBY COUNTY CLERK

LEGISLATIVE COMMITTEE 1:00 PM 1/10/12

THE COMMITTEE CONSIDERED THE MINUTES OF
A CLOSED SESSION MEETING FROM 11/9/11. THE
SUBJECT WAS COLLECTIVE NEGOTIATING MATTERS. A MOTION
WAS MADE TO RECOMMEND TO THE FULL BOARD THAT
THE MINUTES SHOULD BE MADE AVAILABLE FOR PUBLIC VIEWING.
By BARB BENNETT SECONDED BY JOE SIMS ALL AYES NO NAYS.

FILED

JAN 10 2012

Kathy A. Lantz
SHELBY COUNTY CLERK



Jan 10, 2012

Purchasing Committee called to order
Present Don Stead Fred Doerner Jack Roseler
Robert Hunter Jim Wanner Gary Geyger
Robin Robertson

Motion made by Robin Robertson to approve bill,
seconded by Fred Doerner
All Approved

Motion made by Jack Roseler to adjourn
seconded by Robin Robertson
All Approved

FILED
JAN 10 2012
Kathy A. Lantz
SHELBY COUNTY CLERK

Fees and Salaries
January 10, 2012
9:00 a.m. - Jung Rm B

Barb Bennett
Kay Kearney

Reviewed, ^{corrected} and approved claims

Discussed OMA training and decided to
wait until after tomorrow's meeting
for a decision on payment

FILED

JAN 10 2012

Kathy A. Lutz
SHELBY COUNTY CLERK

Sheriff Miller
Don Strohl
Kay Kearney
Barb Bennett
Tina Wade

Michael A. Miller
SHERIFF OF SHELBY COUNTY
151 N. MORGAN STREET
PHONE 217-774-3941 FAX 217-774-2851
SHELBYVILLE, ILLINOIS 62565

LAW ENFORCEMENT COMMITTEE MEETING
1/5/12

1. Deputy Roster
2. Radio Tower Progress

Michael A. Miller

Shelby County Sheriff

FILED
JAN 05 2012

[Signature]
SHELBY COUNTY CLERK

Animal Control

December 29, 2012

FILED
DEC 29 2011

Kathy A. Lantz
SHELBY COUNTY CLERK

Brad Hudson

Robert Jordan

Kay Kearney

Joe Sims

Dr. Spesard

Reviewed Bills

Discussed NEW Truck - will be here in 6 weeks

Purchased from Leach Wilson

Approved NACA 100 Level 1 Training Academy

- \$525⁰⁰

- March 5-9 in St. Louis

Pound Improvements -

- Purchased ventable shelving

- Would like to have guttering on building - go ahead

- Security light / New Wiring - Get information for next meeting (January)

Also - Brad will check to see if the City can help

- ^{Brad} Need a couple more small animal traps (2)
Purchase from Rural King - approved purchase

mtg 12/28/11 - mmlp

Met with Dick Morse - mmlp
" " Parker ~~Eng.~~ Eng. "

Cobod. " " Mike Morisy Contractor/mech.
Bruce, Jim, Kenny, Datto, Gary & Judge Kelly
Reviewed asbestos + Lead pt Report

on going:

- 1 Working w/ mechanical Eng.
- 2 will ~~build~~ rope test well this w
- 3 no answer on Grants - only
maybes!

Talked ~~off~~ ^{of} scheduling for construction
Kathy was here and very positive
as ~~the~~ they experienced such interruption
a few years ago.

Windows, will not remove but do work on
frames from inside, Spoke Magnette
mtl. inside stormis, ~~Fixed~~ Tinted
on west side.

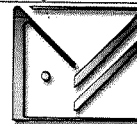
FILED
DEC 28 2011

Kathy A. Lantz
SHELBY COUNTY CLERK



MMLP Ltd.

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street, Springfield, Illinois 62701-1502
Phone: (217) 789-9515; Email: architect@mmlpltd.com



MEETING NOTES

Date: 28 December 2011 9 to 10:45 AM
Location: Shelby County Court House, Shelbyville, Illinois
Re: Shelby County Court House Remodeling
MMLP Job No. 111084

Those Attending:

Bruce Cannon, Shelby County Board Chairman
Jim Warren, Chairman, Shelby County Board Building Committee
Gary Gergeni, Shelby County Board Building Committee
Dale Wetherell, Shelby County Board Building Committee
Judge Mike Kiley
Fred Doemer, Shelby County Board Building Committee
Kenneth Barr, Shelby County Board Building Committee
Kathy Lantz, Shelby County Clerk
Richard Morse, MMLP Ltd.
David Parker, MMLP Ltd.
Mike Morrissey, Morrissey Construction

Additional Distribution: Kirk Mescher, Jeff Bane, Tom Deters

Purpose of the meeting was to review and discuss the project design development.

- I: The Asbestos Containing Materials Report was delivered. Dick summarized the findings as follows:
- A. Little asbestos remains outside of the doghouse.
 - B. What is left is floor tile/mastic except some elbows in Kathy's office.
 - C. Only gross removal will be floor tile at second floor stair.
- II: On-Going Project schedule below is the projected outline of Architect's Design and Construction Document Phases through Bidding and Contract Award:
- A. 75% review in late January to discuss Coordination of construction with the County functions.

- B. Committee Review for Approval for Bidding before February Board Meeting. Includes updated budgets reflecting the design development modifications to the initial budget and proposed construction schedule.
 - C. Bidding and Negotiations February for Building Committee and County Board presentation at March Board Meeting.
 - D. Contract Awarded and Construction begins in late March or April.
 - E. Construction Period through fall 2012.
 - F. Only gross asbestos removal will be floor tile at second floor stair.
- III: The Project Progress Prints were reviewed. The Committee was asked to comment and question the design development. The items discussed are listed below with the results of the discussion as appropriate:
- A. SEQUENCING: Coordination of Court House Day to Day functions with the restoration project was a recurring theme throughout the Discussion. A detailed sequencing procedure will be presented at the next review meeting. All sequencing will be coordinated with the County Staff.
 - B. WINDOWS RESTORATION:
 - 1) A change in scope was described: Modifying the sash to install insulating glass in the existing frames was proposed and accepted in the feasibility study. The Architect proposed instead that the existing windows be restored reusing or replacing single pane glass as necessary and installing interior storms, operable where necessary to meet ventilation requirements. This change will simplify restoration, reduce disruption in the ongoing use of the building, provide a similar level of energy efficiency and comfort.
 - 2) Two different work scope statements on the drawings were reviewed. One calls for exterior only restoration (not removing sashes) and the other for the full sash removal/restoration as originally described. The exterior only scope will be applied at the second floor where the mechanical system provides ventilation air and at selected openings where interior access is blocked. The full restoration will be applied at windows which must remain operable.
 - 3) The second floor windows will be fixed and sealed (non-operable).
 - 4) Both scopes include interior storms and wood treatment to restore its ability to hold paint. Interior storms are removable and will have screens at operable windows.
 - 5) The committee approved the change provisionally pending reviews and update of budget numbers.
 - 6) Mike requested a copy of the Allied proposal for storms.

- C. GRANTS: No news on the grants available. These were discussed:
- 1) Landmark Illinois application: In a phone discussion with Tom Deters, it appears that the application by the County will be announced in January, we think. The amount requested is about \$86,000 though there is no guarantee that that amount will be granted (if any). Dick also discussed the use of bid alternates to give the County options in adjusting the final Construction Cost to meet the budget.
 - 2) Illinois Clean Energy Community Foundation Geothermal Grant Application: This application is due the 19th of January and MMLP and CM will provide the necessary technical information. The County will be required to submit a letter of application as the recipient. MMLP can help with the letter as well.
 - 3) Illinois Department of Community and Economic Opportunity (DCEO), This is a state funded program and Tom Deters and MMLP are looking into more detailed information on the January submission. Again, this application will be submitted by the County with MMLP and Morrissey assistance.
- D. HEATING AND COOLING: The Geothermal well field was discussed. Durbin has been hired to provide an initial test bore on site and intends to begin work on January 3, weather permitting. Mr. Durbin was on site later in the morning and details were reviewed.
- 1) The heating and cooling system will vary floor to floor as follows:
 - a. Second Floor: There is an existing ducted forced air system here. This will stay in place and the furnace and air conditioning equipment in the mechanical balcony over the library and jury room will be replaced. This is a self contained system and replacement will be straightforward once the unit is supplied with the conditioned liquid from the geothermal field. Fresh air will be supplied mechanically.
 - b. First Floor: The small court room system will be replaced in the same manner as the Second Floor. The remainder of the floor will have all existing heating and cooling related units and piping removed and new under-window units installed. This work will be done sequentially and coordinated with the other work room by room, or by quadrant to minimize disruption to county services and personnel.
 - c. Ground Floor: The entire ground floor will be converted to the under window units as described above. The demolition of piping and radiators, and conditioning units will greatly improve the appearance of all areas of the ground floor.
 - d. A loop system will be used around the perimeter of the building at the Ground level ceiling serving the under window units on both floors.
- E. It was noted that the conversion to geothermal will save the county 50% of its annual heating and cooling bill and pay for itself in as little as 4 to 5 years. Also if the ICECF

- grant is approved, 1/3 of the cost over a conventional system will be given to the county.
- F. Please note that the boiler cannot be sampled and analyzed until it is turned off for the season, so that portion of demolition design and bidding will have to be adjusted or deferred until late spring 2012.
 - G. Removing equipment and stored items from rooms either permanently or temporarily will be coordinated with the architectural and mechanical work required.
 - H. ENTRY: The Proposed Entry Canopy was discussed. Bruce suggested that a more convenient entry might be placed in the NE corner of site once the Dog House had been removed. This would replace the current NW entry or at least reduce it to an alternate, little used point of exit and entry. All agreed this was a good change in Services scope to be explored. Later MMLP and Morrissey checked measurements.
 - I. SECOND FLOOR LANDING AND STAIRS:
 - 1) The second floor landing modification was discussed in detail. All agreed it was a necessary safety improvement to move the doors back from the top of the stairs.
 - 2) The Stair railings were discussed. New handrails will be installed on the walls of the stairs. The historic banisters themselves do not meet current safety codes - either in grab rail height and dimension or baluster guard requirements; however MMLP is looking into the codes to see if it is possible to allow the County to continue to use those banisters without changing them. A handrail will be mounted to the wall for accessibility code compliance in any case. The County will need to decide on the efficacy of increasing the railing height and closing the spaces between the spindles, historic and aesthetic impacts and liability insurance risks. MMLP will make specific recommendations at the next review in late January.
 - J. The North Entry Stair will be rebuilt once the Dog House has been removed and the area under the stair will remain open and accessible through the existing access..
 - K. The attic plans have been developed to show solid walkways leading to each of the hatches onto the roof since the attic floor will be many inches deep in insulation.
- IV: After the meeting Members of the committee met with the Geothermal Well Contractor to discuss schedules. Weather permitting, work will begin January 3. JULIE has been called to mark the site and the County Clerk provided more detailed information on the location of property lines. Test bore location was indentified.
- V: These meeting notes shall stand as submitted.

These meeting notes stand approved as submitted unless additions or corrections are submitted in writing within a week of date of meeting.
Distribution to all present and to CM Engineering and Jeffery Bane.

Respectfully Submitted:



Richard R. Morse, AIA, LEED-AP
Melotte Morse Leonatti Parker, Ltd.

**COUNTY BOARD COMMITTEES
2010-2012**

FEES & SALARIES:

Barbara Bennett
Kay Kearney
Dave Cruitt

PURCHASING:

Don Strohl
Fred Doerner
Gary Gergeni
Robin Robertson
Jack Roessler
Bob Hunter
Jim Warren

COUNTY FARM:

Robert Jordan
Jesse Durbin
Larry Lenz

FINANCE:

Robert Amling
Gary Gergeni
Larry Lenz
Don Strohl
Jim Warren

ANIMAL CONTROL:

Robert Jordan
Kay Kearney
Joe Sims

ROAD & BRIDGE:

Bruce Cannon
Robert Behl
Dave Cruitt
Larry Lenz

COUNTY PUBLIC HEALTH:

Kenneth Barr
Robert Amling
Jesse Durbin
Richard Hayden
Bob Hunter

ESDA:

Dave Cruitt
Robert Behl
Richard Hayden

LAW ENFORCEMENT:

Kay Kearney
Barbara Bennett
Don Strohl

ZONING:

Dick Clark
Robert Behl
Bob Simpson

AIRPORT:

Bruce Cannon
Robert Jordan
Bob Simpson

PUBLIC BUILDINGS:

Jim Warren
Kenneth Barr
Fred Doerner
Gary Gergeni
Dale Wetherell

MISCELLANEOUS/AMBULANCE:

Rob Amling
Jack Roessler
Dale Wetherell
Bob Hunter

LIQUOR:

Board Chairman
Rob Amling
Don Strohl

LEGISLATIVE:

Robert Amling
Barbara Bennett
Gary Gergeni
Joe Sims
Bob Hunter

PUBLIC AID:

Board Chairman
David Cruitt (D)
Larry Lenz (R)
Robin Robertson (D)
Dale Wetherell (R)

INSURANCE:

Barbara Bennett
Dave Cruitt
Richard Hayden
Kay Kearney

SOFTWARE LIAISON:

Barbara Bennett

BUDGET:

Board Chairman
Rob Amling
Barbara Bennett
Dave Cruitt
Kay Kearney
Larry Lenz
Gary Gergeni
Don Strohl
Jim Warren

Revised 1/11/2012

Shelby County Treasurer
 Monthly Report of Investments
 1-Jan-12
 Bank Balance: \$13,601,246.38

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$	638,680.78	MMD		
\$	1,860,368.84	MMD	General Fund	\$ 2,000.00
\$	-			
\$	-		County Payroll Clearing	\$ 30,648.52
\$	-			
\$	-		Section 105 Claims	\$ 1,376.73
\$	-			
\$	146,493.36	PB	County Health Fund	\$ -
\$	125,211.36	CD		
\$	17,985.17	MMD	County Health-TB	\$ -
\$	37,611.05	MMD		
\$	53,772.75	MMD	Animal Control Fund	\$ -
\$	23,413.35	MMD		
\$	116,622.61	PB	Ambulance Fund	\$ -
\$	152,186.76	MMD		
\$	1,150,479.24	MMD	Mental Health Fund	\$ -
\$	-			
\$	1,717,868.65	PB	IMRF Fund	\$ -
\$	-			
\$	338,214.34	PB	Social Security Fund	\$ -
\$	54,588.50	CD & MMD		
\$	32,661.63	PB	Indemnity Fund	\$ -
\$	-			
\$	3,033.85	PB	Court Security Fund	\$ -
\$	-			
\$	281,181.46	MMD	County Bridge Fund	\$ -
\$	-			
\$	26,541.18	PB	County Highway Fund	\$ -
\$	-			
\$	296,487.16	MMD	FASM Fund	\$ -
\$	-			
\$	545,140.21	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	8,502.59	PB	Tourism Fund	\$ -
\$	97,195.85	CD & MMD		
\$	238,364.99	PB	Probation Fund	\$ -
\$	55,223.35	CD & MMD		
\$	39,839.74	PB	Assist Court Fund	\$ -
\$	-			
\$	2,943.17	PB	Law Library Fund	\$ -
\$	-			
\$	88,744.66	PB	Automation Fund	\$ -
\$	-			
\$	107,124.89	PB	Recording Fund	\$ -
\$	-			
\$	8,010.59	PB	Drug Traffic Fund	\$ -
\$	-	CD		
\$	70,920.71	MMD	Airport Fund	\$ 262.16
\$	242,066.77	CD & MMD		
\$	590,158.86	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 29,330.92
\$	-			
\$	127,282.88	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 14,350.57
\$	-			
\$	-		Township Construction Fund	\$ 369.13

\$	292,606.96	MMD		
\$	889,139.19	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,147.91	PB	Estate Tax Fund	\$ -
\$	-			
\$	275,840.89	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	6,092.32	PB	Probation Drug Testing	\$ -
\$	-			
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	42,230.25	MMD		
\$	171,511.63	PB	Drainage Fund	\$ 2,000.00
\$	-			
\$	43,235.19	PB	Document Storage Fund	\$ -
\$	81,946.73	MMD		
\$	69,364.06	PB	Misc County Health Fund	\$ -
\$	26,882.86	MMD		
\$	45,512.45	PB	Litigation Fund	\$ -
\$	208,260.04	CD		
\$	191,832.61	PB	Revolving Loan Fund	\$ -
\$	-			
\$	12,682.71	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	769.90	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	624.54	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	6,935.04	PB	Rescue Squad Fund	\$ -
\$	-			
\$	867.38	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	16,129.58	PB	DUI Equipment Fund	\$ -
\$	-			
\$	133,566.63	PB	GIS Fund	\$ -
\$	1,000,000.00	CD		
\$	128,448.34	PB	Capital Improvement Fund	\$ 445,734.21
\$	-			
\$	-		Pet Population	\$ 11,396.59
\$	-			
\$	-	MMD	EMA Special Fund	\$ 11,479.46
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
\$	-			\$ 13,494,861.26

County Collector Accounts

Shelby County State Bank-Checking	\$ 2,483.53
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 185.35
First National Bank of Assumption	\$ 149.83
Community Banks of Shelby County-Cowden	\$ 184.68
Shelby County State Bank-Strasburg	\$ 527.51
First Federal Savings & Loan-Shelbyville	\$ 288.86
Busey Bank-Real Estate Tax Trust Account	\$ 4,710.33
Shelby County State Bank-Shelbyville-Money Market	\$ 17,817.09
Busey Bank-Money Market	\$ 1,712.02
Ayars State Bank-Moweaqua	\$ 292.14
Shelby County State Bank-Findlay	\$ 226.24
First National Bank of Pana	\$ 232.62
Peoples Bank of Pana	\$ 171.69
Prairie National	\$ 227.42
Shelby County State Bank-Windsor Branch	\$ 260.05
Dewitt Federal Savings & Loan-Moweaqua	\$ 190.34
Sigel Community Bank	\$ 304.51
Shelby County State Bank-Moweaqua	\$ 229.73
Illinois Epay	\$ 75,991.18
	\$ 106,385.12

CERTIFICATE OF DEPOSITS
January 1, 2012

General Fund(001) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>638,680.78</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>37,611.05</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>23,413.35</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>152,186.76</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>9,588.50</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>97,195.85</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>223.35</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>117,066.77</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>292,606.96</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>81,946.73</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 1/29/2012	
.65% Interest	\$ <u>125,211.36</u>



CERTIFICATE OF DEPOSITS
January 1, 2012

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 2/10/2012 .65% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 4/17/2012 .65% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 2/16/2012 .50% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .10% Interest	\$ <u>208,260.04</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 17931 Matures 4/15/2012 .80% Interest	\$ <u>1,000,000.00</u>
Airport(022)	\$ <u>-</u>
 TOTAL	 \$ <u>3,008,991.50</u>