

February 4, 2014

SHELBY COUNTY BOARD MEETING AGENDA

February 13, 2014 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. County Farm Committee Chairman Robert Jordan – County Farm Lease Renewal
5. County Highway Engineer Alan Spesard – Highway Engineer’s Report: Resolution to award Cold Mix contract; Agreement with Enbridge Pipeline for Maintenance/Repair of Roads
6. Zoning Administrator/EMA Coordinator/PCOM Jared Rowcliffe – Zoning/EMA/PCOM Reports
7. Committee Reports
8. Chairman Updates
9. Chairman Appointments
10. Correspondence
11. Public Body Comment
12. Adjournment

Please silence cell phones during the Board meeting.

Prayer this month is given by Pastor Ron Brown, of the Lighthouse Tabernacle Church in Tower Hill

SHELBY COUNTY BOARD MEETING

February 13, 2014 – 9:00 A.M.

The Shelby County Board met on Thursday, February 13, 2014 at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Cannon called the meeting to order, Pastor Ron Brown, of the Lighthouse Tabernacle Church in Tower Hill gave the prayer and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Strohl was absent.

Minutes for the January 8, 2014 board meeting were presented for approval. Mulholland made motion to approve the minutes as presented. Simpson seconded said motion, which passed by voice vote (20 yes, 0 no).

County Farm Committee Chairman Robert Jordan presented the County Farm Lease for the next year, which begins March 1, 2014. The Farm Committee met recently to review the lease with tenant Jim Hampton. Jordan stated with increases in expenses and the decrease in grain prices, the Committee recommends extending the lease for another year under the current price schedule of \$175.00 per acre. (Farm lease attached to these minutes).

Wetherell made a motion to extend the farm lease for another year at the current price of \$175.00 per acre. Mulholland seconded said motion, which passed by voice vote (20 yes, 0 no).

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

Alan Spesard, County Highway Engineer presented the Highway Engineer's Report and requested approval from the Board for one Resolution and one Agreement. Spesard presented the annual Cold Mix Resolution for approval. The bid letting for Cold Mix was held February 7th and the low bid of \$86,360.00(\$2.54 gallon) was submitted by Howell Paving which includes oil, pug mill and an operator to produce the 2400 ton of Cold Mix that the Highway Department will be making this year to use on County and Township roads. Spesard next presented an agreement between the County and Enbridge Pipeline for County Highway road use and repair during the installation of the pipeline. Enbridge plans to install a pipeline to carry crude oil, which will run through 6 – 7 townships in the western portion of the County. The agreement includes \$10,000.00 in administrative fees for the County, a bond will be posted for damage and there will be a pre and post haul inspection of the roads. Spesard updated the Board that most of the loads Enbridge will be hauling on the County Highways will be within legal limits, there will only be a few "super" loads that will require permitting, and all damage done to the County Highways will be repaired. This project is expected to begin in August and last approximately one month. Several other counties have already approved this same agreement with Enbridge Pipeline.

Mulholland made motion to approve the Resolution awarding the Cold Mix contract to Howell Paving. Clark seconded said motion, which passed by voice vote (20 yes, 0 no). (Resolution 14-05 attached to these minutes).

Clark made motion to approve the Agreement between the County and Enbridge Pipeline. Williams seconded said motion, which passed by voice vote (20 yes, 0 no). (Agreement attached to these minutes).

Continuing with some update from the Highway Department, Spesard reported that the annual Oil letting is scheduled to be held on March 7, 2014. The prejob meeting for the closed bridge south of Henton, known as the Towbruff Bridge has taken place and construction is scheduled to begin on May 1, 2014. The design for the Lakewood Bridge damaged by flooding in April 2013 has been completed and approved by IDOT to be put out for bids. The bid letting for this bridge project will take place either March 7 or April 4. The remaining major issue with this bridge is the funding. Bills will have to be paid first and then reimbursement obtained from IEMA. What complicates the funding issues is that this bridge is a township project and not a county project. Spesard said the "waters would be tested" with the first set of bills submitted. When asked how the recent severe winter weather was impacting his budget, Spesard informed the Board that this has been one of the most expensive winters he has seen during his tenure as Highway Engineer. Spesard said the full impact to the roads and costs to repair those roads won't be fully known until spring. Chairman Cannon praised Spesard and the employees at the Highway Department for the great job they have done clearing the roads this winter.

Zoning Administrator/EMA/PCOM Jared Rowcliffe highlighted the Zoning/EMA/PCOM report previously mailed to the board for their review. (Zoning/EMA/PCOM report attached to these minutes).

Chairman Cannon called for committee reports. (Committee reports are attached to these minutes). Reports were given and items presented for follow-up or for public awareness are as follows:

Law Enforcement Committee Chair Kearney reported that Deputy Brandon Sarver would be attending a 10 week K-9 training course and Deputy Justin Dudra would be attending Meth Lab training. Merit Commission training will begin on February 19th. The Sheriff's office is looking at upgrading the finger print machine to include a digital picture; funds collected from Consolidated will be used for this upgrade. Applications are being taken for a new Jail maintenance employee, several applications have been picked up and they hope to have a nice pool to choose from. The Sheriff has applied for a Safe Routes to School grant, a 20/80 grant and is interested in purchasing a speed trailer with this grant. A speed trailer is moveable, and will be used to collect data near school crossing zones and address speeding issues throughout the County.

Chairman Cannon updated the Board that the Budget Committee will have a meeting on February 19th. Cannon also reported that he had met recently with Senator Chapin Rose regarding Eagle Creek. Rose plans on arranging a meeting with County officials, himself, Dennis Ballinger from Eagle Creek resort and Marc Miller from the IDNR in the future.

Shelby County Board Meeting
February 13, 2014

As Liquor Commissioner, Cannon reported that the new owners of the former Angler Bait shop have applied for and been issued a new liquor license bringing the total number of liquor licenses issued by the county to 10.

Health Department Administrator Steve Melega told the board he had checked on the Shumway Sanitation District and found they have 103 households that have septic systems installed. This district has a treatment operator and is regulated by the Illinois EPA.

Animal Control Chairman Jordan reported that the Committee is still working on some type of agreement that would be used to contract with municipalities for Animal Control Services.

Continuing with Committee appointments Chairman Cannon appointed the following:


Dick Clark, Shelby County Rescue Squad
Kay Kearney, Regional Office of Education

Bennett made a motion to approve Chairman Cannon's appointments. Jordan seconded said motion, which passed by voice vote (20 yes, 0 no).

During the Public Body Comment portion of the Board meeting, Shelbyville School Superintendent Denise Bence, Cowden-Herrick Superintendent Darrell Gordon and Okaw-Valley Superintendent Kent Stauder addressed the County Board to educate them regarding the 1% Retailers Occupation Tax and Service Occupation Tax that is on the March 18, 2014 General Primary ballot. If approved by the voters, this 1% sales tax will be collected by the Illinois Department of Revenue and be distributed to the schools by the Regional Office of Education based on their enrollment. This money is to be used exclusively for school facility purposes. This sales tax will not be applied to anything that is not currently taxed. Discussion was held and the Superintendents answered questions from the Board.

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

Clark made motion to assess mileage and per diem for the February meetings, to pay the bills/payroll as approved by the committees and adjourn until meeting to be held on March 13, 2014. Barr seconded said motion, which passed by voice vote (20 yes, 0 no) and the meeting was adjourned at 10:05 A.M.


Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

Feb. 13, 2014 REGULAR MEETING

		ROLL CALL			QUESTIONS									
			2/13/2014	1/2014	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		✓											
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	✓											
7	MULHOLLAND, FRANK		✓											
221	SIMS, TERRY JOE	24	✓											
274	SIMPSON, ROBERT	32	✓											
46	STROHL, DON	45	A											
4	WARNER, JOHN		✓											
329	WARREN, JAMES	28	✓											
44	WETHERELL, DALE	46	✓											
10	WILLIAMS, LYNN		✓											

LEASE AGREEMENT

THIS LEASE made and entered into this 13th day of February, 2013, by and between the County of Shelby, State of Illinois, ("Landowners"), represented by Robert Jordan, Jesse Durbin and Larry Lenz, County Board members and County Farm Committee members, and Jim W. Hampton, R.R.3, Shelbyville, Illinois 62565 ("Tenant").

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

The Northeast Quarter (NE ¼) of Section Four (4), and the West Half of the Northwest Quarter (NW ¼) of Section Three (3), Township Elven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.3 acres of tillable ground.

LENGTH OF TENURE: The term of this lease shall begin on **MARCH 1, 2013**, and shall continue until **FEBRUARY 28, 2014**.

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

RENT: The Tenant shall pay to the Landowner \$175.00 per acre, \$34,352.50, in two (2) equal payments of \$17,176.25. The first payment is due on April 2, 2013 but not later than April 30, 2013. The second payment is due on November 1, 2013, but no later than November 30, 2013. Failure to make either payment by the deadline is grounds for termination of the lease.

COSTS:

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

LANDOWNER AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:

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

TENANT AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:

1. All machinery, equipment, power and labor necessary to farm the premises properly.
2. Labor, except skilled labor, required for repairs and improvements.

TENANT'S DUTIES IN OPERATING THE FARM:

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

ADDITIONAL AGREEMENTS:

1. Tenant is not to erect or permit to be erected upon said premises, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landowner, nor to purchase any materials or incur any expenses for the account of the Landowner without his approval and will not make a claim for labor at any time unless Landowner has given written permission at a previous date.
2. Tenant is not to add electrical wiring, plumbing or heating without written permission of the Landowner, and when same is given such is to pass inspection of both power and insurance companies. Said additions shall immediately become part of the property against which the Tenant will have no further claim unless otherwise agreed in writing.

3. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landowner together with the full right, liberty and land room to them, to enter upon the premises and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landowner, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

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

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

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

LANDOWNER'S LIEN:

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

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

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

YIELDING POSSESSION: The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the premises to the Landowner without further demand or notice, in as good

order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted.

IN WITNESS WHEREOF, we affix our signatures this the 13th day of February, 2013,

COUNTY OF SHELBY - COUNTY FARM COMMITTEE - Landowner

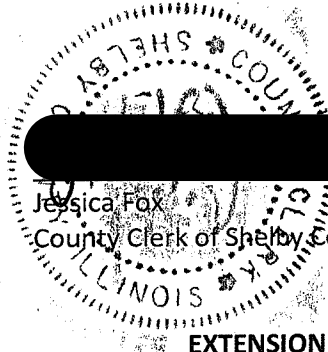
By [Redacted]

[Redacted] - Tenant

COUNTY FARM COMMITTEE:

[Redacted], Chairman
[Redacted], Member
[Redacted], Member

Jessica Fox
County Clerk of Shelby County



EXTENSION

This Lease extended from 3/1/2014
to 2/28/15 Dated 2/13/2014
Shelby County - Landowner

By [Redacted] Shelby Co Board Chairman
[Redacted] - Tenant

EXTENSION

This Lease Extended from _____
to _____ Dated _____
_____ - Landowner

By _____
_____ - Tenant

Prop 11

TO: THE SHELBY COUNTY BOARD

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


RESOLUTION X


PETITION _____


AGREEMENT _____


DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE









RESOLUTION


2014-05

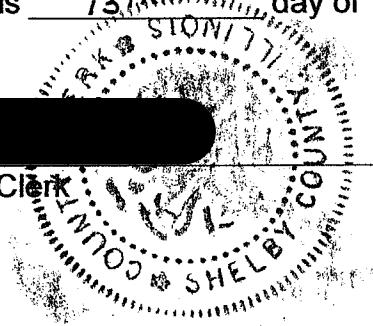
BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for 34,000 gallons of HFE 300 to be used in the production of Cold Mix, to Howell Paving based on their low bid of \$2.54 submitted at a letting held on February 7, 2014.

STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

I, Jessica Fox 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 Feb. 13, 2014.

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 13th day of Feb. 2014 A.D.


County Clerk



**SHELBY COUNTY HIGHWAY
DEPARTMENT**

**NOTICE OF LETTING
2014 COLD MIX PRODUCTION**

Request for Quotations

Page 1 of 2
Date 01-03-2014

Municipality	Company
County Shelby County	Representative
Township	Address R. #3 Box 38A, Shelbyville, Illinois 62565
Section 14-00000-00 CM	Telephone (217) 774-2721

- (1) Quotations will be received in the office of the Shelby County Engineer
until 9:00 o'clock A M. February 07, 2014, for furnishing materials required
the year 2014, and that time publicly opened and read.
- (2) Quotations shall be submitted on page 2 of this form and enclosed in a sealed envelope endorsed COLD MIX QUOTATIONS.
- (3) The right is reserved by the Local Agency (LA) to reject any or all quotations.

By Order of Shelby County Engineer

S. Alan Spesard

01-03-2014

Name

Date

Seller will provide the following:

- HFE 300 transport in quantity shown on page 2.
- Pugmill with Operator, portable, 6000 gallon insulated storage tank
- Pugmill shall be equipped with a meter capable of accurately regulating the % of asphalt in the mix

Buyer will provide the following:

- Ca-06/10 and CM-14 of sufficient quantity to make at least 2400 ton of material (14+ gal.s/ ton on average)
- Loading aggregate into Pugmill hopper

The production of cold-mix will be located at the shelby county highway department Yard.

The effective date of these quotations will be the date of the opening above and will not be revised during the contract.
The contract will expire on June 30, 2014. (All Work must be completed by that date)

The LA reserves the right to readvertise for new or additional quotations if not satisfied with the original quotations on file. The original quotations shall remain in effect unless terminated in writing by the LA to the supplier(s). Purchases will be made only from those suppliers that submitted acceptable quotations at the initial or any subsequent public letting.

It is understood that all material will be tested and approved by the Illinois Department of Transportation. The requirements of the Standard Specifications for Road and Bridge Construction adopted by the Department shall govern insofar as they apply.

The quantities of materials shown are for information only. They represent the best known estimate of material needed. The actual quantities purchased may be increased or decreased by any amount subject to any maximum quantities specified by the supplier. Quotations with limits or conditions shall be rejected.

MATERIALS QUOTATIONS

Item	Delivery Point	Approximate Quantity	** Unit Price	Amount
HFE 300	shelby county highway department Yard	34000 gallons	A 2.54	\$ 86,360.00

** Unit price (\$ per gallon) shall include all the following:

- HFE 300 transports in quantity shown above.
- Pugmill with Operator, portable, 6000 gallon insulated storage tank
- Pugmill shall be equipped with a meter capable of accurately regulating the % of asphalt in the mix

Buyer will provide the following:

- Sand, Ca-06/10 and CM-14 of sufficient quantity to make at least 2400 ton of material (14+ gal.s/ton on average)
- Loading aggregate into Pugmill hopper

The production of cold-mix will be located at the Shelby county highway department Yard.

The contract will expire on June 30, 2014. (All Work must be completed by that date)

The undersigned agrees to furnish any or all of the above materials upon which prices are quoted at the above quoted unit prices subject to the following conditions:

- (1) It is understood and agreed that the current "Standard Specifications for Road and Bridge Construction" adopted by the Department of Transportation shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
- (2) It is understood that quantities listed are approximate only and that they may be increased or decreased as needed to promptly complete the work at the above unit price quoted.
- (3) Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the terms of acceptance at the point and in the manner specified in the "MATERIAL QUOTATIONS".
- (4) The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

Bidder Howell Paving By Troy Wade
 Address 1033 N 1700 East Rd. Shelbyville, IL. 62565 Title Manager

Accepted By _____ Date _____
 (Local Agency)

Approved _____
 Regional Engineer

Agreement
En Bridge Pipeline

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











ROAD USE AGREEMENT (Shelby County Highway System)

This ROAD USE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2013 by and between Shelby County, Illinois, a body corporate and politic under the Laws of the State of Illinois ("County"), and Enbridge Pipelines (Illinois) L.L.C. ("Enbridge"). Enbridge and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The term "Enbridge Representative(s)" shall include the Enbridge's contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives, and designees.

RECITALS

WHEREAS, Enbridge intends to construct a petroleum pipeline and other ancillary facilities (the "Southern Access Extension Project" or "Project") in and across portions of the County, and

WHEREAS, in connection with the construction of the Project, the County desires to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "County Highways") over which it will be necessary for Enbridge and Enbridge's Representative(s) to, among other things, (i) transport heavy equipment and materials over certain County Highways, which may in certain cases be in excess of the design limits of the County Highways; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Highways; (iii) widen certain County Highways and make certain modifications and improvements (both temporary and permanent) to such County Highways (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place pipe for the Project adjacent to, or under certain County Highways, and

WHEREAS, under 605 ILCS 5/5 et seq. the County has broad power regarding the opening, construction, maintenance, relocation, access to or repair of highways in the County Highway system; and

WHEREAS, 605 ILCS 5/9-113 grants to the County, authority to impose reasonable rules, regulations and specifications for the use of County Highways by public and private utilities; and

WHEREAS, 605 ILCS 5/9 113.01 imposes a liability on public or private utilities for any damage to County Highways; and

WHEREAS 605 ILCS 5/9-122 imposes a liability on damage done to a bridge or culvert; and

WHEREAS, it is in the best interest of the public health, safety and welfare that Enbridge and the County reach an agreement to address the majority of issues that will arise in a project of this size; and

WHEREAS, Enbridge has provided to the County Engineer of Shelby County, Illinois ("County Engineer"), a construction plan for the Project that shows the pipeline route, road crossings, and construction access roads, a copy of which is attached as the Principal Road Use Schedule ("Exhibit A"); and

WHEREAS, Enbridge and the County wish to set forth their understanding and agreement as to the road issues relating to the construction and operation of the Project; and

WHEREAS, this Agreement shall apply to those County Highways outlined on the Plan and, subject to Section 3.D. herein, used by Enbridge, or Enbridge's Representative(s) in direct support of the construction and operation of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

Section 1. Enbridge agrees to undertake the following activities in accordance with the terms of this Agreement:

- A. Pay a sum of Ten Thousand Dollars (\$10,000.00) to the County Highway Department of Shelby County, Illinois ("Department") for costs directly associated with the management and implementation of this Agreement insofar as it involves the County only and does not include any costs that may be incurred with regard to roads other than County Highways. Said payment shall be made directly to the Department within 21 days of the signing of this document and prior to the beginning of construction of the Project. Such payment shall be made, at Enbridge's discretion, by check or wire transfer. For purposes of this Agreement, "beginning of construction of the Project" shall mean that the unlimited and continuous construction of the petroleum pipeline on the Project in the County has begun.
- B. Provide contact information for the Enbridge Construction Manager, an Enbridge Field Engineer who will be stationed no farther than two (2) hours away from the County, and the Enbridge Permit Manager. The names and contact information for these individuals are as follows:
 - 1) Russ Fischer (Construction Manager). Email: russ.fischer@enbridge.com. Mobile: (847) 867-6812
 - 2) Jaime LePage (Field Engineer). Email: Jamie.LePage@enbridge.com. Mobile: (715) 718-1806
 - 3) Bob Koehler (Permitting). Email: rkoehler@paragon-partners.com. Phone: (651) 210-9111

- K. Make the necessary improvements for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Enbridge or Enbridge's Representative(s) and once these widened radii are no longer needed to return the corners substantially to their original lines and grades unless the County Engineer requests that the widened radii remain as improved.
- L. Pay for the cost of all repairs to all County Highways that are damaged by Enbridge or Enbridge's Representative(s) during the construction of the Project and restore such roads to the condition they were in at the time of the pre-construction inventory.
- M. Take such measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on County Highways damaged as a direct result of Enbridge or Enbridge's Representative(s) use as directed by the County. The extended work suspension may be caused by but not limited to seasonal weather conditions, "acts of God", or labor disagreements.
- N. Acknowledge that the estimates for road repairs or restorations are good faith estimates provided by the County or an approved consultant, but the final actual costs may vary.
- O. Provide a single Surety Bond in accordance with Section 6 for the purposes of road repair or restoration.
- P. Anywhere this Agreement obligates Enbridge to make a payment, except as called for in Section 1.A., said payment shall be made directly to the County Highway Department within 21 days of receipt of an invoice, containing such detail as Enbridge may reasonably request, from County Highway Department. Such payments shall be made, at Enbridge's discretion, by check or wire transfer of immediately available funds.

Section 2. The County, in accordance with the terms of this Agreement, agrees to:

- A. Consent to the use of the County Highway's rights-of-way for utility encroachments for the Project by separate permit. Consent granted herein shall be effective only to the extent of the property interest of the County. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve Enbridge or Enbridge's Representative(s) from obtaining by purchase, condemnation or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is legally required.
- B. Review for approval all equipment crossings across the County Highway system by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices.

A. Pre-Construction Inventory:

Enbridge, prior to the commencement of construction, shall perform an inventory and/or survey to record the condition of the pavement surface of the County Highways listed in Exhibit A prior to use by Enbridge or Enbridge's Representative(s). Enbridge shall provide notice to County of the start dates and completion dates of the road survey work. During this survey the entire length of the roads as listed in Exhibit A shall be videotaped and if necessary photographs may be taken. In addition, the County will provide Enbridge or Enbridge's Representative(s) with copies of any existing plans, cross-sections and specifications relevant to the existing road structure, if requested. The survey company(s) shall provide a network level analysis of the condition of the roads. The assessments may be conducted using the pavement condition index (PCI) methodology, adopted by ASTM Testing Standard D 6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys. The PCI provides a numerical indication of the overall pavement condition for each road and will be used to evaluate the effects of the pipeline construction traffic.

The road inventory shall include: photographs which are date- and geo-stamped; pavement images with 1-mm crack resolution; ride quality; rutting; and road surface profiling. Enbridge shall provide to the County a copy of the final report describing the road inventory within ten (10) days of receiving the report and prior to the beginning of construction of the Project. For any drainage structures on the proposed routes that the County reasonably determines may not carry the loads proposed by the Enbridge or Enbridge's Representative(s), the County shall have the right to hire a consultant to make a study of the drainage structure to determine the load carrying capacity. Enbridge or Enbridge's Representative(s) shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed, Enbridge or Enbridge's Representative(s) may propose a plan to strengthen the structure. The County will then furnish Enbridge or Enbridge's Representative(s) with all available plans. Should Enbridge or Enbridge's Representative(s) present a plan to strengthen a structure; the County will then have their consultant review these plans to determine if the improvements will carry the proposed loads. All reasonable costs incurred by the County for these services shall be paid by Enbridge. Copies of all pre-construction documentation shall be provided to each of the Parties.

B. Post-Construction Inventory:

Upon completion of construction of the Project, Enbridge will perform a post-construction inventory and/or survey, the methods of which shall be identical to those of the pre-construction survey. The two sets of data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, the parties shall negotiate to determine the extent of the repairs or improvements needed

Section 4. Construction Cooperation:

A. With Others:

Prior to the commencement of construction, Enbridge and Enbridge Representative(s) shall hold a meeting and shall invite all public or semi-public entities that may be affected by the Project including, but not limited to, schools and fire protection districts. At said meeting, Enbridge will discuss its plans for the construction of the Project and compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. Should all of the parties contacted not be represented, Enbridge shall attempt to make contact with these entities in an effort to obtain the contact information. A copy of this list shall be furnished to the County Highway Department.

B. With the County:

During construction, the County, Enbridge and Enbridge's Representative(s) may meet weekly to disclose and discuss Project activities, including anticipated material and equipment deliveries, equipment crossings, and traffic movement which may be reflected as changes in Exhibit A.

Section 5. Upgrades and Maintenance of the County Highways

- A. Upon mutual agreement between the parties, in order to minimize the adverse effect of the construction traffic on the County Highways, certain upgrades may be required on certain roads as set forth on Exhibit A.
- B. The daily routine maintenance of the County Highways affected by the Project including snow removal, striping, dust control, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the Department. If repairs or maintenance, other than daily routine maintenance, are deemed necessary by mutual agreement of the parties because of activity of Enbridge or Enbridge's Representative(s), the County will invoice Enbridge for such cost and Enbridge shall make payment to the County therefore within thirty (30) days of the date of the invoice.

Section 6. Surety Bond:

- A. Prior to the beginning of construction of the Project, Enbridge shall provide to County financial security in the form of a Surety Bond in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00)

2. For damage during construction to the roads listed on Exhibit A, as amended from time to time and those roads damaged by incidental or accidental use:
 - a. Upon notification by the County, Enbridge or Enbridge Representative(s) shall make all temporary road repairs necessitated by Enbridge's activities at Enbridge's cost.
 - b. The work necessary to temporarily repair and reopen the County Highway to traffic shall be performed by Enbridge or its duly obligated contractor within 3 days of notification of the work to be done.
 - c. Should Enbridge or its duly obligated contractor fail to complete the temporary repair within the given time period, the temporary repair work shall be performed by the County. Payment for such work shall be made by Enbridge.
 - d. Final repairs to County Highways shall be completed as described in Section 6.C.3.
3. For the post construction final repairs or restoration of County Highways listed on Exhibit A, as such Exhibit may be amended by the Parties from time to time:
 - a. The County shall notify Enbridge in writing of the work to be done based upon the pre- and post construction inspections of the County Highways in order to return the County Highways to their preconstruction condition.
 - b. The County shall prepare and provide a reasonable estimate of cost for the work to be completed.
 - c. Payment for the repairs and restoration shall be made by Enbridge in the form of direct monetary compensation equal to the final repair or restoration cost, plus any reasonable survey, design and construction inspection costs incurred by the County. The survey, design and construction inspection cost shall either be based on the percentage of the estimated cost or those fees charged by a consultant providing the services to the County. The cost percentages shall be those approved by the Illinois Department of Transportation for the County.
 - d. Upon completion of or upon receipt of the necessary funds to complete the final repairs or restoration, as detailed above, the County shall provide Enbridge with a Release of Claims in connection with Enbridge's obligations pursuant to this Agreement. The County reserves the right to have such Release of Claims be provided on a system wide or individual unit basis.

the County and Enbridge will in good faith attempt to resolve the dispute. If, following such good faith attempt, the Parties are still unable to resolve the dispute, the Parties shall select a qualified independent third party road engineer for review and to act as a neutral intermediary to mediate the dispute within five (5) days of the effective date of such appointment. If the Parties cannot agree on a qualified independent third party road engineer, then each Party shall select a qualified independent road engineer, and those two shall select a third qualified independent third party engineer, and the three engineers shall provide to the Parties an "intermediary proposed solution." Each party shall pay the cost of their engineer and the cost of the third qualified independent third party engineer shall be split equally between the parties.

4. If the Parties agree and/or don't reject the intermediary's proposed solution, then the County shall proceed in accordance with the agreed upon solution, complete the final repairs or restoration of the County Highway and shall recover its costs from Enbridge or the Surety Bond as described in Section 6.C.3.
5. If the Parties cannot agree and the County rejects the "intermediary proposed solution", the County may take unilateral action to prevent harm or protect public safety or the further degradation of its infrastructure, the cost of which shall be paid by Enbridge. If the appropriateness of the County action is ultimately determined not to be justified either by agreement or adjudication, the County shall promptly refund to Enbridge the amounts paid for the final repairs or restoration of the County Highway.
6. For the purposes of temporary or emergency repairs, the County charges shall be based on the County maintained time and material cost records, which shall be made available to Enbridge for review. County billing rates for labor shall be those established by the County and in regards to equipment and machinery, those rates approved by the Illinois Department of Transportation or the Federal Highway Administration.

Section 7. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions

- A. Indemnification by Enbridge. Enbridge hereby releases and agrees to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "County Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the County Releasees arising out of or relating to the performance by Enbridge or Enbridge's Representative(s) of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, Enbridge hereby releases the County Releasees and agrees

3. Commercial General Liability Insurance with minimum limits of Ten million dollars (\$10,000,000) per occurrence. Without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury and property damage, non-owned automobile, sudden and accidental pollution liability, employers liability, products and completed operations and contractual liability. Enbridge shall request its insurers add the County of Shelby, Illinois, its Board, officers and employees as additional insureds to the Commercial General Liability policy in this section 7.D.3.

4. General Provisions Applicable to the Foregoing Insurance Requirements:

a. Enbridge may utilize any combination of primary and/or excess insurance to satisfy the above requirements.

b. Evidence of such insurance shall be submitted to the County prior to the initiation of any work or transportation of any materials or equipment on the roads listed on Exhibit A.

Section 8. Miscellaneous

A. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance and injunctive relief. The remedy of specific performance and injunctive relief shall not be exclusive and the Non-Defaulting Party may seek any other remedy available at law or in equity.

B. Non-Waiver of Performance. Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of either Party's right thereafter to enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.

C. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

D. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the both Parties.

- I. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, legal representatives and their respective agents, contractors, subcontractors material suppliers, vendors, employees, respective transport providers and designees.
- J. Termination. Enbridge shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the County of its intent to terminate this Agreement. In the event such termination occurs, the Surety Bond shall remain in place as follows, rather than the date specified in Section 6.B. of this Agreement.

In the event such termination occurs prior to the beginning of construction of the Project including the transportation of materials or equipment on the roads identified on Exhibit A that are subject to this Agreement, then notwithstanding anything herein to the contrary, the Surety Bond and fifty (50%) of the sum paid to the County Highway Department for costs directly associated with the management and implementation of this Agreement shall be returned to Enbridge and Enbridge shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to "commencement of commercial operations of the Project", the Surety Bond shall remain in place until a date two years after the date on which Enbridge's construction activities have ceased.

This agreement shall remain in place until a date two years after the completion of the Project. For avoidance of doubt, the completion date shall be the date that the entire Project is placed into commercial operation or service and the County is given written notice of the completion of the Project.

- K. Due Authorization. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between Parties, whether written or oral. Enbridge hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Enbridge Pipelines (Illinois) L.L.C. The County Clerk hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.
- L. Illinois Prevailing Wage Act. With regard to any work performed on County Highways in connection with the construction of the Project, Enbridge and Enbridge Representatives) shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.0/et seq. The parties agree that

Zoning/EMA/PCOM Report

Shelby County Board Meeting 2/13/14

Zoning

3 Building Permits Issued in January
 - 2 Accessory Building
 -1 Mobile Home

EMA

Local Emergency Planning Committee met February 6th.

February is Earthquake Preparedness Month.

Hosting the NWS Storm Spotter training at the Lake Shelbyville Visitor's Center on March 17th at 6:30pm.

PCOM

PCOM Training on February 25th in Springfield.

HSTP Region 9 Meeting in Greenville on March 13th.

HSTP Region 10 Meeting in Flora on February 25th.

Met with CIPT reps and Douglas County reps regarding CIPT service in Douglas County on 2/4.

January Building Permit Log

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Est. Cost</u>	<u>Fee</u>
14-001	1/3/2014	Tim Higgins	12; Flat Branch	0603-12-00-100-009	Mobile Home	N/A	\$ 175.00
14-002	1/8/2014	Kent Stauder	06; Shelbyville	2013-06-19-401-003	Acc. Building	N/A	\$ 125.00
14-003	1/17/2014	Durbin Farms	25; Shelbyville	2013-25-00-300-006	Acc. Building	N/A	N/F

Shelby County Clerk

From: Kelly Murray [ilcounty@gmail.com]
Sent: Tuesday, February 11, 2014 10:59 AM
To: undisclosed-recipients:
Subject: IACBMC Zone III Legislative Meeting - March 22
Attachments: Zone III Agenda 2014_Layout 1.pdf

Illinois Association of County Board Members

ZONE III LEGISLATIVE MEETING

Please distribute a copy of the attached agenda to the county board members. Thank you.

You are invited to attend the Illinois Association of County Board Members Zone III Meeting on Saturday, March 22, 2014 at Brookens Administrative Center in Urbana, Illinois.

The district meeting allows county board members from throughout east central Illinois the opportunity to meet collectively with state legislators and discuss issues of interest to your communities. **There is no charge to attend this meeting.** All county board members and commissioners are welcome.

See attached agenda for more details.

NOTE: IACBMC has discontinued mailing hard copies of the agenda. Therefore, we ask that you please share a copy of the meeting announcement with those county board members that may not have access to e-mail. Thank you.

ZONE III COUNTIES: Champaign, Christian, Clark, Coles, Cumberland, Dewitt, Douglas, Edgar, Ford, Iroquois, Kankakee, Livingston, Logan, Macon, McLean, Moultrie, Piatt, Shelby, Vermilion and Woodford.

--

Kelly Murray
Executive Director
Illinois Association of County Board Members and Commissioners
413 West Monroe
Springfield, Illinois 62704
(217) 528-5331
(217) 528-5562 Fax
www.ilcounty.org

Confidentiality Notice: This message, together with its attachments, if any, is intended to be viewed only the individual to whom it is addressed. It may contain information that is privileged, confidential, and/or exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without our prior permission. If the reader of this message is not the intended recipient or if you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system.

ROAD & BRIDGE COMMITTEE

MEETING MINUTES February 10th, 2014

- **Roll Call** Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **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
 - Committee recommended approval of claims
- **New Business:**
 - Resolution to Award Cold Mix
 - Committee recommended approval
 - Enbridge pipeline agreement – some other counties have approved the agreement
 - Committee agreed to submit for approval
 - **The following agenda items were tabled from last meeting:**
 - Prairie Township has changed to bridge on 100N being top priority
 - Some upcoming major bills: Grader repairs \$27k; Tower Hill Road share = \$40k
 - Last years Highway commissioner petitions = \$125k
 - Reviewed Accident map
 - Governor Quinn's announced funding for County Bridge
 - Funding will not be coming for the Towbruff Bridge
 - Starting to review need for Summer Help
 - Alan intending on hiring up to 3 (last year hired 5)
 - IDOT Work Zone safety class will be scheduled to include townships and municipalities. This will help with DOL citations.
 - Bid Letting for Lakewood Bridge expected March 7th or April 4th but IEMA funding reimbursement process is a concern since all costs go thru Lakewood township
 - Bruce suggested we have an interagency agreement with Lakewood, giving them a loan until IEMA reimbursements arrive.
 - Reviewed results of Rock Hauling bid letting held on Feb. 7th for Richland and Oconee Townships.
 - Plans for Okaw rrxing approaches have not been approved by IDOT as yet. Will probably have a bid letting on April 4th.
 - Approval to proceed with Clarksburg CH rrxing approach was received
 - Need to start planning to hire Laborer to replace Bob Helton – getting recommendations on whom to hire. We are going through a transition in the department and can expect changes to occur frequently over the next 5 years.
 - Committee reviewed staff seniority and potential for significant retirements over the next 5 to 10 years.
 - **This months agenda Items:**
 - Water line permit along Findlay Road. Other waterlines installations planned.
 - Transmission line permit requested to haul poles.
 - Rural reference signs need to be changed as a result of addressing program.
 - Jared to send over list.
 - Oil letting scheduled for March 7th
 - IDOT programs for construction projects require us to get software updated - \$1895
 - Committee approved software purchase
 - Phone upgrade cost estimate: \$5207
 - Committee approved phone upgrades

ROAD & BRIDGE COMMITTEE

MEETING MINUTES February 10th, 2014

- Prosser/Howells sand & gravel pit is closed until further notice will get sand for ice control from Heurman's pit in Cumberland county
 - Request from employee to run for Highway commissioner. I referred this question to Gina
 - Request from employee to take old computers
 - Computers hard drives to be reformatted at the cost of the purchaser. Prior to getting bids the computers must be declared surplus.
 - IPRF grant that Jarred is applying for – Would like to use it to improve safety recommended by DOL inspectors
 - Damage occurred to Neoga Road surface
 - Dave Cruitt to get estimate for repair from Howell Paving
 - Damage occurred to Neoga Bridge guardrail from an accident
 - Costs have been sent to Insurance company for reimbursement
 - Reduction of funding for bridge money and road money was confirmed by IDOT.
 - Cost of material & labor for snow storm in January is about \$21500
 - Mailed resolution of support for Capital Bill funding to legislators
 - Would like to upgrade my cell phone – new phone is 99 cents and \$10 more a month if get a 1 year commitment from Verizon.
 - Committee agreed to upgrade of phone
 - IDOT was here to perform yearly MFT audit of books
 - MYBK was here to perform yearly audit of books
 - Rec'd notification that Marty Reider's file on his injury bills has been closed by IPRF
 - Alan needs to take one week of vacation this month to help daughter in California
- **Old Business:**
- Notified of contaminated soil in Village of Herrick – State's Attorney - Gina is reviewing
 - Ash Grove Highway Commissioner has requested bridge 3037 to be replaced
 - Start review of Bridge priorities – Maps distributed to Hwy Commissioners
 - Marlin Environmental called about Findlay agreement – I referred them to Gina
 - Need to upgrade phones (some personnel do not have phones because they don't work)
 - FEMA approved Lakewood Bridge and Tank Cars and then turned around and disapproved both and now says they will approve for funding to be given to Lakewood Township
 - Significant Budget issues:
 - Oklahoma road DCEO grant (\$200K) not released as yet – Called Tim Dudley
 - DCEO grant (\$150K) not released yet
 - Lakewood FEMA (\$318k) money is a reimbursable and no approval given yet
 - Clarksburg County Highway grant (\$390K) railroad crossing projects is reimbursable
 - Tax & MFT revenue down
 - Ken Bahr has asked us to cleanout township road ditches in Fayette county that county pipe drain to because he can't get them to do it – called Fayette County Engineer and he said the Township highway commissioner should clean his own ditch – I left a message for that commissioner
- **Adjournment: Next meetings scheduled for March 7th and 10th**

ROAD & BRIDGE COMMITTEE
Meeting Minutes
February 7, 2014

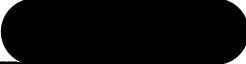
- **Roll Call** in alphabetical order: Bruce Cannon, Dave Cruitt, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
 - The annual cold mix bids were publicly opened and read.
 - Rock hauling bids for Richland and Oconee townships were publicly opened and read.
 - Some agenda items for February 10th meeting were reviewed
- **Adjournment: Next meeting scheduled for February 10, 2014**

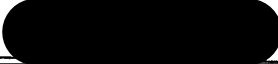
DATE: 2-10-2014


WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE HAVING
EXAMINED THE FOLLOWING DO HEREBY RECOMMEND APPROVAL OF
SAME BY THE COUNTY BOARD.

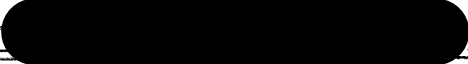
CPCA
COUNTY BRIDGE FUND
COUNTY HIGHWAY FUND
COUNTY MOTOR FUEL TAX FUND
FAS MATCHING FUND
LOCAL BRIDGE FUND
TWP. BR. SUPR. ENGR. FUND
TWP. CONSTRUCTION FUND
TWP. MOTOR FUEL TAX FUND

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE









HIGHWAY PAYROLL ACCOUNT

DATE: 1-17-14

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard	464						3765.39
D. Culberson	16	16.77		25.16	1173.86		1173.86
K. Petard	244	23.81		35.72	1902.87		1902.87
S. Short	386	23.45	2 X	35.18	1874.70	70.30	1945-
M. Lorton	172	19.95		29.93	1594.15		1594.15
S. Prosser	188	23.32	33 X	34.98	1863.70	1153.16	3016.86
R. Helton	179	21.36		32.04	1707.03		1707.03
R. Haycraft	328	21.36	29 1/2 X	32.04	1707.03	944.20	2651.23
C. Evans	153	21.12	27 X	31.68	1687.44	854.27	2541.71
J. Agney	102	21.12	34 X	31.68	1687.44	1075.74	2763.18
K. Vail	226	17.99	27 X	26.99	1438.15	728.06	2166.21
D. West	489	12.50	27 X	18.75	1000.00	506.25	1506.25
		027	5011	01	008		
		012	5021	01	008		
		5031					
Co. MFT		3765.39					
Co. Hwy.		17	526.33				
Twp. Br. Sup.		5442.02					

AS

HIGHWAY PAYROLL ACCOUNT

DATE: January 31, 2014

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard 464							3765.39
D. Culberson 16		16.77		25.16	1173.86		1173.86
K. Petard 244		23.81		35.72	1902.87		1902.87
S. Short 386		23.45		35.18	1874.70		1874.70
M. Lorton 172		19.95		29.93	1594.15		1594.15
S. Prosser 188		23.32	2 ✓	34.98	1863.70	69.89	1933.59
R. Helton 179		21.36		32.04	1707.03 + 170.88	(Final PAY) ✓	1877.91
R. Haycraft 328		21.36	2 ✓	32.04	1707.03	64.01	1771.04
C. Evans 153		21.12	2 ✓	31.68	1687.44	63.28	1750.72
J. Agney 102		21.12	2 ✓	31.68	1687.44	63.28	1750.72
K. Vail 226		17.99	2 ✓	26.99	1438.15	53.93	1492.08
D. West 489		12.50	2 ✓	18.75	1000.00	37.50	1037.50
		012	5021 01	008			
			5031				
Co. MFT		3765.39					
Co. Hwy.		12787.42					
Twp. Br. Sup.		5371.72					

AS

January 27, 2014

NOTICE OF BUDGET COMMITTEE MEETING

There will be a Budget Committee meeting on February 19, 2014 at 9:00 AM. This meeting will be held in the County Board/Zoning office directly east of the Courthouse.

1. County Treasurer Debbie Page and David Woods, Fundware Server replacement and new printer for tax bills
2. Discuss Resolution to raise Competitive Bid limit to maximum: \$30,000
3. Discuss Hiring of Outside Council for Labor Relations
4. Gaming, Liquor Resolution, Raffle Ordinance
5. Old Business – ECO payback, Animal Control Facility, BOR

Respectfully,

Jessica Fox
Shelby Co. Clerk & Recorder

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
RELATING TO ANIMAL CONTROL SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF CHRISTIAN, State of Illinois, (hereinafter referred to as Christian County) and the CITY OF PANA, Christian County, Illinois, (hereinafter referred to as Pana), pursuant to Article VII, Section 10 of the Illinois Constitution, 5 ILCS 220/1 through 8 and 65 ILCS 5/1-4-6, witness as follows:

In consideration of the terms and provisions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

SECTION 1 - Purpose of Agreement

PANA is in need of a location to store stray, abandoned or seized dogs. CHRISTIAN COUNTY has a location available for the stray, abandoned or seized dogs to be stored. The purpose of this Agreement is the furnishing of a location for PANA to store stray or seized dogs pending adoption or euthanization.

SECTION 2 - Power and Authority

(a) PANA shall be responsible for all animal control enforcement within the City of Pana. PANA shall be responsible for holding stray, abandoned or seized dogs for 24 hours and shall during that time period be required to attempt to locate and identify the owners thereof.

(b) PANA after storage of the dogs for at least 24 hours, shall be responsible for transporting all dogs seized to the Christian County Animal Control Shelter. CHRISTIAN COUNTY shall not be responsible for the transport of any dog to its facility which is seized by PANA.

(c) CHRISTIAN COUNTY shall accept full responsibility for all dogs that have been placed by a representative of PANA within a cage or enclosure within the Christian County Animal Control Shelter.

(d) CHRISTIAN COUNTY shall attempt to find new homes for all dogs held at its facility for PANA. CHRISTIAN COUNTY shall hold dogs brought to its facility by PANA for a period of at least 7 days. CHRISTIAN COUNTY shall have the authority to euthanize any dog that remains within the facility after 7 days.

(e) A representative from PANA shall be responsible for filling out all required paperwork concerning every stray, abandoned or seized dog. CHRISTIAN COUNTY is not required to accept responsibility for any dog which is brought to the shelter which is not accompanied by the required paperwork. PANA shall be required to remove and transport from the shelter any dog that is placed in or brought to the shelter without the required paperwork.

(f) CHRISTIAN COUNTY shall not be responsible for locating any owner of any dog that has been placed at the shelter for storage. PANA shall be responsible for keeping a list of all dogs brought to the shelter by date, type and identifying markings. PANA shall be responsible for all inquiries relating to dogs seized by its representatives.

SECTION 3 - Compensation and Other Responsibilities

PANA shall pay to CHRISTIAN COUNTY the sum of Three Hundred and Fifty Dollars (\$350.00) each and every month that this Agreement shall remain in effect. CHRISTIAN COUNTY shall be paid by the 15th of each month.

SECTION 4 - Indemnification

PANA does hereby agree, as part of this Agreement, to indemnify, defend and hold harmless CHRISTIAN COUNTY and any employee, agent or officer thereof, for any liability, cost, expense, claim, demand, judgment or attorney fees arising from the personal injury to any of the city's employees while engaging in activities associated with this Agreement. PANA does also hereby agree, as part of this Agreement, to indemnify, defend and hold harmless CHRISTIAN COUNTY and any employee, agent or officer thereof for any liability, cost, expense, claim, demand, judgment, or attorney fees arising from the injury, death or other disposition of any dog brought to the shelter that results from any action of the agents of the County regardless of negligence on the part of CHRISTIAN COUNTY.

SECTION 5 - Effective Date of Agreement

This Agreement shall be in full effect and legally binding on the date of approval by both parties hereto.

SECTION 6 - Termination of Agreement

PANA and/or CHRISTIAN COUNTY may terminate this Agreement at any time, at its option, by written notice given by the County Board Chairman or the Mayor to the other. Such termination, however, shall not relieve any party from any obligations or liabilities already accrued pursuant to the terms of this Agreement or of any payment to CHRISTIAN COUNTY for services rendered or to be rendered pursuant hereto after the termination of this Agreement.



GOVERNMENT MEETINGS | COURT RECORDS | FOIA | COMMUNITY LINKS | CONTACT US | HOME



COUNTY OFFICES

- County Board
- County Clerk & Recorder
- Treasurer
- Circuit Court Clerk
- Judiciary
- Regional Office of Education
- Sheriff
- State's Attorney
- Coroner

COUNTY DEPARTMENTS AND SERVICES

- Animal Control
- Assessment Office
- Economic Development
- Emergency Management
- Highway Department
- Housing Authority
- Probation
- Public Health
- U of I Extension
- USDA Soil & Water
- Veterans Assistance
- 911
- Tourism
- Explore Macoupin Co.
- Points of Interest
- Route 66
- Welcome to IL RT 66

Animal Control Services and Contact Information

Reporting General Animal Complaints

Determining the correct reporting jurisdiction applicable to where you live is the first step in reporting animal complaints. In other words, where you live in Macoupin County will determine who you should first report activity to. General animal complaints usually include the reporting of stray dogs and cats. In most cases, County Animal Control does not have authority to respond to animal complaints in a city or village unless first requested by municipal officials.

If you live in unincorporated Macoupin County:
Contact County Animal Control at (217) 854-4024

If you live in unincorporated Macoupin County (not within a city/village limit), your call will be handled by County Animal Control. Report animal complaints by calling (217) 854-4024. Please leave a message with your name, telephone number and the nature of the complaint if no one answers the telephone. Your call will be answered in the order that it was received unless the call is in regards to a vicious/dangerous dog as those calls take precedence over others. Dog bites take precedent over all other calls.

If you live in within the city/village limits of a municipal partner:
Contact local law enforcement

If you live within the city/village limits of a municipal partner, you must first report animal complaints to your municipal police department, municipal official or local law enforcement. Your municipal police department will either respond or request assistance from Macoupin County Animal Control. See the Macoupin County Animal Control Home page for a list of municipal partners.

If you live in within the city/village limits of a municipality not partnering with Macoupin County Animal Control:

If you live within the city/village limits of a municipality not partnering with Macoupin County Animal Control, your complaint call will be handled exclusively by municipal police department, municipal official or local law enforcement. See the Macoupin County Animal Control Home page for a list of municipalities not partnering with Macoupin County Animal Control. Macoupin County Animal Control responds to animal bites in jurisdictions not partnering with Macoupin County Animal Control.

Reporting Bites / Vicious Dogs

All bites must be reported to Macoupin County Animal Control according to State law, including bites by an owner's pet. If a bite occurs after normal office hours, report the bite immediately to the Macoupin County Sheriff's Department at (217) 854-3135. Calls during normal working hours should be made to your local jurisdiction and Macoupin County Animal Control at (217) 854-4024.

Reporting Animal Neglect / Abuse

Animal neglect/abuse should be reported to the applicable jurisdiction in the same manner as general complaints. When reporting neglect/abuse, please report your name, telephone number and either a name or address of the location of the incident you are reporting as well as the nature of the abuse/neglect complaint. Anonymous calls will not be accepted. Information given to Macoupin County Animal Control is confidential between the administrator and the complainant.

To report abuse/neglect, contact Administrator Bertagnolli at (217) 854-4024 or e-mail at administrator@macoupincountyil.gov.

Relinquishing of Pets

If you would like to relinquish your pets, Macoupin County Animal Control would be happy to accept your pets for a small fee when space is available in the County shelter. If space is not available at the time of the call, you can be contacted when space becomes available. The fee is used by Macoupin County Animal Control to subsidize the day-to-day expense of caring for the animal in the facility until a suitable home is found.

For more information, contact Administrator Bertagnolli at (217) 854-4024 or e-mail at administrator@macoupincountyil.gov.

Adoption Services

Adoptions are made by appointment only. Macoupin County Animal Control encourages adoption of animals when possible. A small fee will apply to help support future adoptions. To schedule an adoption appointment, please contact Administrator Bertagnolli at (217) 854-4024 or e-mail at administrator@macoupincountyil.gov.

Rabies Vaccinations

All dogs and cats are required to be vaccinated for rabies at the age of 4 months and to be registered with County Animal Control. This requirement applies to all animals, even animals located within a city/village jurisdiction. A rabies vaccination is required every year. Three year vaccinations are available from your veterinarian. See the Fee Schedule on the homepage of Macoupin County

[Services/Contacting County Animal Control](#)
[Municipal Partners](#)
[Frequently Asked Questions](#)
[Macoupin County Animal Control Ordinance](#)
[Department Fee Schedule](#)
[Department News](#)
[Related Links](#)

Shelby County Clerk

From: Shelby Co Hwy [shelbycohw@consolidated.net]
Sent: Monday, February 03, 2014 10:45 AM
To: Shelby County Clerk
Subject: agenda

Jessica,

my agenda for co. board meeting:

- Resolution to award Cold Mix
- Agreement with Enbridge Pipeline for Maintenance/Repair of Roads

2014 Meeting Schedule

Date	Time	City	Venue	Address
02/10/14	5:30 PM	Marion	The Pavilion of the City of Marion	1602 Sioux Dr
02/11/14	5:30 PM	Olney	Holiday Motel and Restaurant	1300 South West St
02/12/14	5:30 PM	Carmi	White County Fairgrounds - Floral Hall	1101 W Main St
02/13/14	7:30 AM	Salem	Marion County Fairgrounds Exhibit Bldg	1800 S Jefferson St
	11:30 AM			
02/18/14	7:30 AM	Effingham	Knights of Columbus	1501 Fayette Ave
	11:30 AM			
02/19/14	5:30 PM	Litchfield	Litchfield Community & Senior Center	1100 S State St
02/20/14	7:30 AM	Fairview Heights	Four Points by Sheraton	319 Fountains Pkwy
	11:30 AM			
02/24/14	7:30 AM	Decatur	Hotel Decatur	4191 W US Hwy 36
	11:30 AM			
02/25/14	7:30 AM	Urbana	Holiday Inn Urbana	1001 Killarney St
	11:30 AM			
02/26/14	5:30 PM	Bloomington	Doubletree Bloomington	10 Brickyard Rd
02/27/14	7:30 AM	East Peoria	Embassy Suites East Peoria	100 Conference Center Dr
	11:30 AM			
03/03/14	7:30 AM	Moline	Stoney Creek Inn	101 18th St
	11:30 AM			
03/04/14	7:30 AM	Lewistown	Lewistown Parks District Building	1203 North Broadway
	11:30 AM			
03/05/14	7:30 AM	Quincy	Oakley Landsay Center	300 Civic Center Plaza
	11:30 AM			
03/06/14	7:30 AM	Galesburg	Best Western Prairie Inn	300 South Soangetaha Rd
	11:30 AM			
03/10/14	5:30 PM	Freeport	Stephenson County Farm Bureau	210 West Spring St
03/11/14	7:30 AM	Rockford	Giovanni's Restaurant and Convention Center	610 North Bell School Rd
	11:30 AM			
03/12/14	7:30 AM	La Salle	Senica's Oak Ridge Golf Club	658 North 29th Rd
	11:30 AM			
03/13/14	7:30 AM	DeKalb	River Heights Golf Course	1020 Sharon Dr
	11:30 AM			
03/17/14	7:30 AM	Crystal Lake	Holiday Inn	800 State Rte 31
	11:30 AM			
03/18/14	7:30 AM	Arlington Heights	European Crystal Banquet and Conference Center	519 West Algonquin Rd
	11:30 AM			
03/19/14	7:30 AM	Lisle	Sheraton Lisle- Chicago Hotel	3000 Warrenville Rd
	11:30 AM			
03/20/14	7:30 AM	Joliet	Holiday Inn	411 South Larkin Ave
	11:30 AM			
03/24/14	7:30 AM	Oak Lawn	Hilton Oak Lawn	9333 South Cicero Ave
	11:30 AM			
03/25/14	7:30 AM	Kankakee	Hilton Garden Inn	455 Riverstone Pkwy
	11:30 AM			
03/26/14	7:30 AM	Springfield	Northfield Inn	3280 Northfield Dr
	11:30 AM			
03/27/14	5:30 PM	East Alton	Julia's Banquet Center	101 Eastgate Plaza

7:30 am Contractor Breakfast 11:30 am EOPUB Lunch 5:30 pm All Audience Dinner

PROGRAM SPONSORS:

BP Pipelines (North America), Inc.
 Buckeye Partners, LP
 Chicap Pipelines
 CountryMark Refining and Logistics, LLC
 EMS USA
 Enbridge (US), Inc.
 Enbridge Energy Company, Inc
 Enterprise Products Operating LLC
 Explorer Pipeline Company

Kinder Morgan Pipelines (USA) Inc./
 Platte Pipe Line Company
 Koch Pipeline Company, LP
 Liberty Utilities
 Marathon Pipe Line, LLC
 MoGas Pipeline LLC
 Natural Gas Pipeline Company of America /
 Horizon Pipeline
 Northern Border Pipeline Company
 NuStar Pipeline Operating Partnership L.P.

ONEOK North System, L.L.C.
 Phillips 66 Pipeline LLC
 Shell Pipeline Company LP
 Texas Gas Transmission, LLC
 TransCanada / ANR Pipeline Company
 TransCanada / Keystone Pipeline
 Valero Terminaling and Distribution Company
 Vector Pipeline
 West Shore Pipe Line Company



Use your WebCode to register at: www.pdigm.com/rsvp

WEBCODE NEL6-4PTN

Phone: 877-477-1162 Fax: 888-417-0818

*****3-DIGIT 625 Shelby County Current County Clerk & Recorder Or Kathy Lantz PO Box 230 Clarksburg, IL 62565-0230

NEL6-4PTN



FILED

JAN 27 2014

Shelby County Clerk

PROGRAM INFORMATION

VENUE INFORMATION

Date: February 24, 2014 Registration / Meal Served: 11:30 AM Program Run Time: 90 minutes + Q & A

Hotel Decatur 4191 W US Hwy 36 Decatur, IL 62522

Please feel free to select the venue and time that works best for you; refer to the list of meetings in your area on back

Name & Title: _____

Attending

Company: _____

Empty box for # Attending

Phone: _____ Fax: _____

Email: (For RSVP Confirmation) _____

Do you know where the gas and liquid pipelines are located in your jurisdiction? Are you prepared to respond to a pipeline release? Although pipeline releases are rare, you need to be prepared – your community is depending on you.

Local pipeline and gas distribution companies are hosting a pipeline-safety program that includes a meal and presentation. Critical emergency response planning information will be presented. The following objectives will be covered during the program:

- Pipeline Purpose and Reliability
Safety Initiatives
Products: Hazards and Characteristics
Leak Recognition and Response
Defining High Consequence Areas
Virtual Incident Scenarios

Programs are conducted in accordance with the Code of Federal Regulations (CFR) 192 parts 615 and 616, as well as 195 parts 402, 403 and 440

Your attendance is important. Company representatives may be in attendance as a resource to discuss:

- Operator Contact Information
Type(s) of pipeline systems (products) in your area
Pipe location, size, and operating pressure(s)
Average emergency response time/type



NEW for 2014 Virtual Scenario Manager™ (VSM)

VSM is an interactive pipeline emergency scenario program utilizing mapping features such as aerial imagery and pipeline operator assets. This program allows for facilitating mock pipeline incidents, custom drills and includes audio and video of "real incidents"!

virtual scenario manager

196

C.E.F.S./Central Illinois Public Transit
Grant Recipient Monthly Monitoring Outcome Report

Shelby County

Hours of Service for Shelby County Transportation are 7:00 A.M. to 5:00 P.M.

	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total
Bring Indexes													
Number of Days of Service	22	22	20	23	18	20							125
Number of Trips	1,181	1,595	1,787	1,808	1,548	1,484							9,403
Number of Vehicles	7	7	7	7	7	7							6,534
Revenue Vehicle Hours	1,249	1,092	1,081	1,169	968	975							72,964
Revenue Vehicle Miles	14,075	13,482	12,478	12,029	10,370	10,520							\$51,376
DOAP Revenues				\$23,950		\$27,426							\$26,065
5311 Revenues						\$26,065							\$3,886
JARC Revenues						\$3,886							\$3,886
Contract Revenues		\$398	\$5,321	\$5,273	\$5,385	\$5,369							\$21,746
Fares	\$219	\$402	\$274	\$252	\$238	\$526							\$1,911
System Expenses	\$13,342	\$48,375	\$25,913	\$19,666	\$35,188	\$45,614	\$0	\$0	\$0	\$0	\$0	\$0	\$188,098
Net Revenues	-\$13,123	-\$47,575	-\$20,318	\$9,809	-\$29,565	\$17,658	\$0	\$0	\$0	\$0	\$0	\$0	-\$83,114
Ridership	99	143	160	149	145	162							858
Trip Denials	0	0	0	3	6	2							11
Cost per Trip	\$11.30	\$30.33	\$14.50	\$10.88	\$22.73	\$30.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00
Cost per Hour	\$10.68	\$44.30	\$23.97	\$16.82	\$36.35	\$46.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.79
Cost per Mile	\$0.95	\$3.59	\$2.08	\$1.63	\$3.39	\$4.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.58
Maintenance of Vehicles	7	4	5	6	6	6							34
Maintenance of Facilities	0	0	0	0	0	0							0
New Service Contracts	0	0	0	0	0	0							0
Complaints	0	0	0	0	0	0							0
Vehicle Accidents	0	0	0	0	0	0							0
Mobility Index Outcomes/Efforts	0.053	0.071	0.080	0.081	0.069	0.066	0.000	0.000	0.000	0.000	0.000	0.000	0.420
Annualized Mobility Index	0.634	0.745	0.816	0.855	0.850	0.841	0.721	0.631	0.561	0.505	0.459	0.420	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Shelby County	22,363												

FILED
JUN 27 2014

Shelby County
SHELBY COUNTY CLERK

Brad Hudson
Dr. Spesara
Joe Sims
Bob Jordaw
Kay Kearney

Animal Control

Jan. 29, 2014

9:00 a.m.

1. Reviewed and approved payroll and expenditures
 - including a 4H Plaque for Dog Obedience same as last year (#25)
 - Discussed propane shortages and costs
Recommended ordering a partial load and see if the price levels out
2. Discussion of dog bite to a Shelbyville Police Officer Pit Bull we be destroyed after 70 day confinement with owner consent
3. Report of Animal Control's part of Jan. 22 Budget Committee Meeting and tour of the Pound and the Humane Society building
4. Discussion on Village fees
 - Committee recommends a per animal fee
 - Amount of fee to be decided following Brad determining per animal costs and frequency of calls.

FILED

JAN 29 2014

Jessica Cox
SHELBY COUNTY CLERK

1/22/14 Budget Committee Meeting
9:00 AM

Bruce Cannon
Barb Bennett
Kay Kearney
Larry Herz
David Cruitt

Gary Gergeni
Rob Amling
Don Strohl
Jim Warren

Brad Hudson, Animal Control Warden
Penny Stenderfer, Shelbyville PD, Saving Orphaned Animals
Debbie Page, County Treasurer
Jenna Fox, County Clerk

Tour of HS building and dog pound

Brad Hudson, passed drawings detailing new pound and also an attachment to the current Humane Society building

Discussion was held regarding costs to build, building improvements, and other ideas

Need seen for pound improvements
plan to speak with community services

Municipal/Village fees for
Animal Control - Discussion regarding

Various ideas and situations
discussed
no decision reached yet

Christian County Animal Control
Warden to attend February Budget
meeting (2/19^{Wed} or 2/26)
↓
9:00AM

Sheriff Miller - Roof Repairs

w/ large snow, snow collected on roof then
rain which created a leak, roofing company
(roof on jail 2006) 2" board insulation, foam
membrane 26,190.- to put same type of roof
that is on jail

- 1) specialized work
 - 2) emergency
- } to avoid bidding
process

Authorize Mike to get roof repair

Don - Motion
Larry - 2nd

all yes

Sheriff Miller - Part-time employees

Are her employees considered his or county employees? - Gina to investigate

50 or less Healthcare Act doesn't apply
Part-time employees

would need 7 PT if only able to work
28 hours a week

9-10 PT to cover shifts, currently has 5
11.00 hours, if have to only work 28 hours
a week current PT might not want to
work

Training + Standards Board

Discussion held regarding part-time
employees, temporary employment agencies
options, staffing solutions

Sheriff to stay status quo

Barb - Motion to adjourn

Don - Second all yes by voice

12:10 PM - adjourned

FILED

JAN 22 2014

Jessica Cox
SHELBY COUNTY CLERK

SHELBY COUNTY HUMANE SOCIETY BUILDING

Current Mortgage Payment – 337.50 per month (\$45,000 balance)

Current Utilities – 147.50 per month

PROJECTED COSTS FOR IMPROVEMENTS TO HUMANE SOCIETY BUILDING

Costs to expand building (Construct 24 x 40 addition) – \$147,000 (Cost projected increased by 20% due to no specifications)

\$117,500(20% reduction)

\$75,000(Without Prevailing Wage)

Insurance costs for 24 x 80 Building for \$690.00 per year for 150,000 coverage (Insurance calculated prior to having expansion and new building costs)

Current mortgage \$45,000 + \$117,500 = \$162,500 (Total costs to purchase HS Building and make necessary improvements)

PROJECTED CONSTRUCTION COSTS ENTIRE NEW ANIMAL CONTROL BUILDING

\$275,000 (Costs increased by 20% due to no specs)

\$220,000(20% reduction)

\$140,000(figure with no prevailing wage costs)

Shelby County Animal Control Budget FY 13-14
 Prepared for Budget meeting 1/22/2014

Animal Control Acct #	Detail	FY 13-14 Budget	Proposed Changes	Reason for Change	Estimated Cost
001-5000.01-012	Office Holder Salary	2400	none		
001-5040.01-012	Extra Hire	2200	none		
001-5070.01-012	Animal Warden	34000	none		
001-5110.01-012	Group Insurance	10000	none		
001-5310.01-012	Dog Tags	350	none		
001-5320.12-012	Prep of Animals	550	none		
001-5330.12-012	Food for Animals	300	none		
001-5340.12-012	Dart Gun Supplies	400	none		
001-5350.12-012	License for Pound	25	none		
001-5360.12-012	Euthanasia of Dogs	2000	600	larger facility might require more	
001-5370.12-012	Cleaning Supplies	400	1600	modern wi-fi hook-up for office	
001-5430.12-012	Tech Grant Expense	1500	none		
001-7000.12-012	Office Supplies	500	none		
001-7010.12-012	Postage	150	none		
001-7210.12-012	Newspaper Publication	50	none		
001-7810.12-012	Telephone	2000	none		
001-7820.12-012	Utilities	2250	3250	larger building central air & gasheat	
001-8000.12-012	Truck Maintenance	2000	none		
001-8010.12-012	Gas for Truck	5000	none		
001-8430.12-012	Uniform Allowance	500	none		
001-9900.12-012	Contingency	300	none		
Animal Control Fee Funds					
Acct. #					
003-5380.12-044	Animal Claims	1000	none		
003-5390.12-004	Pound Repairs	3000	??	if new pound doesn't happen, many repairs needed to old pound	
003-5395.12-044	Animal Care	1000	none		
003-9900.12-044	Contingency	1500	none		
055-5385.12-044	Pet Population Exp	5000	none		
H5 Building Acquisition/Expansion					
Current Mortgage Payment					
				H5 Building requires 24 X 40 Addition to make it useable for AC	
New Pound Construction					

Jeese Salary Feb 11, 2014
Kay Kearney, Dave Pruitt, Paul Bennett

Claims were approved as presented.

FILED

FEB 11 2014

Jessica Cox
SHELBY COUNTY CLERK

Feb 11, 2014 Purchasing Committee

Present Frank Mulholland Lynn Williams
Jim Warren Robert Hunter Gary Geiger Don Stief

Bills were presented

Lynn Williams made the motion to approve
the bills seconded by Robert Hunter
All voted Aye

Jim Warren made motion to adjourn
Frank Mulholland seconded All voted aye

FILED

FEB 11 2014

Jessica Fox
SHELBY COUNTY CLERK

Heath Mtg Feb 11, 2014

Kenny Barr
Robert Hunter
Richard Snyder
Jessie Durbin
Barbara Bennett

all claims were approved as presented.

FILED

FEB 11 2014

Jessie Cox
SHELBY COUNTY CLERK

Sheriff Miller
Kay Kearney
Richard Hayden
Tina Wade

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

Abs. Don Strohl

9-10:00 a.m.

LAW ENFORCEMENT COMMITTEE MEETING
2/6/14

1. Merit Commission Testing - Feb 19
2. New K9 Deputy Brandon Sarver to training Feb. 24 - 10 weeks
Justin Dudra - begun Meth Lab Training
3. Part Time Employees
If work over 30 hrs - need to offer health care
4. Fingerprint Machine - Upgrade Digital ^{photo} prints
Using Consolidated Funds for purchase
5. Jail Maintenance Position
Taking applications - 10 have been picked up so far
6. Safe Routes to School Grant
Purchase a Speed Trailer
20% - county funds (\$6,000)
80% - State funds (\$24,000)

New Web site
Jeff Woods working on this

Michael A. Miller


Shelby County Sheriff

F I L E D

FEB 11 2014

Jessica Fox
SHELBY COUNTY CLERK

Farm Com.

Jan 21-14

Jesse &
myself
Here

~~we~~

we talked about different things.
Soil Test & till & water ways.
Tenet said needed some lime in two fields.
It was O.K. ed to get the lime under
the \$2000.00 limit.

It was agreed that the cash rent
would stay the same ~~as~~ last year.

Larry was absent from the meeting.

pr. B.

All this Bus. is with agreement of
Larry and the agreement of the full
County Board.

FILED

JAN 21 2014

Jessica Cox
SHELBY COUNTY CLERK

Stop the Shelby County *TAX TRAP!*

Reply Form

HUNTER GRAIN INC
RR 2
MOWEAQUA, IL 62550

To: Shelby Citizens for Sustainable
Education Committee (SCSE)
Carl W. Miller, Acting Chair
P.O. Box 644
Shelbyville, IL 62565

Supporter's Email: _____

Supporter's Phone: _____

Dear Carl:

I agree! The proposal before Shelby County voters, March 18, is a *Tax Trap*.

Our children need a good education, but this proposal is too much! It is a serious risk to property tax payers and to consumers alike. And this could stick with us for years to come, working to undermine our local economy in this time when Illinois and the nation face a perilous economic future.

That's why to help the SCSE Committee stop this extravagant proposal, I will -

- ___ Pass out single page fliers to colleagues, family and friends. (Please contact me.)
- ___ Place a Yard sign on my property. (Please contact me at phone or email address above.)
- ___ Sponsor a committee spokesman to speak to my service club or other such group.
- ___ **Have enclosed a contribution to help the SCSE Committee in its work, in the amount of:**
() \$1,000 () \$500 () \$250 () \$100 () \$35 () Other _____

Signed: _____

Please make your check payable to SCSE Committee

Paid for by Shelby Citizens for Sustainable Education Committee (SCSE)
P.O. Box 644, Shelbyville, IL 62565

HUNTER GRAIN INC
RR 2
MOWEAQUA, IL 62550

January, 2014

Dear Shelby County Property Taxpayer;

My name is Carl Miller. I am the acting chair of the Shelby Citizens for Sustainable Education (SCSE) Committee. SCSE, like many of you, is passionate about our kids getting a good education – **including an education in sound money management**. A vote on a proposed new 1% sales tax here in Shelby County is coming up this March and this proposal is anything but a good lesson in money management for them. We do need to set a good example for the children of Shelby County!

That is why we are writing today to alert you of this **proposal to raise nearly \$1.03 million of new sales taxes each year** for the local school districts. In their attempt to secure quick voter approval an election on the proposed tax is scheduled for March 18. SCSE is ready to fight off this burdensome and unnecessary new tax but **we will need your help!**

School boards representing at least 51% of the certified enrollment in the county voted to schedule this election. We want what is best for the children in our county as much as anyone. But the days of unchecked spending as the primary response to increasing numbers of poorly educated children, is coming to an end.

Some say this proposal will provide **property tax abatement - relief**. This may apply on occasion in select situations, but by and large it **is a ruse, a Tax Trap**. Here are some of the the unseen legal consequences and financial risks that has prompted us to oppose this proposal.

- It includes approximately **\$1,033,000** a year in NEW sales taxes!
- School boards in Shelby County could, collectively, bond up to **\$14 million** (assuming 20 yr. bonds @ 4% int.) for new school buildings - if this would pass. Over the life of the bonds this could cost us **\$20,660,000** (with interest) in **new taxes**. Under Illinois law these bonds can be issued without a vote of the people!

Each school district's bond amount would differ and no district has indicated interest in doing this....at this time. But why would they just before the vote? What's important to remember is that once this sales tax proposal would be approved there would be no further voter or legal roadblocks to stop them for bonding.

- Yet the law allows them to repay these bonds with property taxes whenever their sales tax revenues are "insufficient".
- Each year local school boards could spend their annual sales tax revenues on even more new facilities, land, maintenance, architects, durable equipment and NOT cover the bond payments.
- Then when the sales taxes are found 'insufficient' the county will automatically levy your property taxes to make your school district's "new" bond payments.
- Illinois law calls these bonds "double-barrel" bonds. (30 ILCS 350/15) They can get us with both barrels - **sales taxes and property taxes**. Future school boards can then, annually, decide if they want to spring this **Tax Trap** on you or not!

February 2014 County Board appointments

Kay Kearney, Regional Office of Education

Dick Clark, Rescue Squad

Shelby County Treasurer
 Monthly Report of Investments
 1-Feb-14
 Bank Balance: \$12,274,073.94

Passbooks, Money Markets, & Certificates of Deposits		Checking & Cash
\$ 641,252.85	MMD	
\$ 2,109,249.25	MMD General Fund	\$ 2,000.00
\$ -		
\$ -	County Payroll Clearing	\$ 34,697.39
\$ -		
\$ -	Section 105 Claims	\$ 1,398.49
\$ -		
\$ 28,793.57	PB County Health Fund	\$ -
\$ 126,181.69	CD	
\$ 20,833.03	MMD County Health-TB	\$ -
\$ 37,762.51	MMD	
\$ 54,422.46	MMD Animal Control Fund	\$ -
\$ 23,507.65	MMD	
\$ 98,887.74	PB Ambulance Fund	\$ -
\$ 152,799.63	MMD	
\$ 1,232,211.07	MMD Mental Health Fund	\$ -
\$ -		
\$ 1,453,853.93	PB IMRF Fund	\$ -
\$ -		
\$ 319,306.01	PB Social Security Fund	\$ -
\$ 54,627.12	CD & MMD	
\$ 38,737.91	PB Indemnity Fund	\$ -
\$ -		
\$ 726.90	PB Court Security Fund	\$ -
\$ -		
\$ 184,521.15	MMD County Bridge Fund	\$ -
\$ -		
\$ 104,332.49	PB County Highway Fund	\$ -
\$ -		
\$ 93,604.51	MMD FASM Fund	\$ -
\$ -		
\$ 578,241.26	MMD County Motor Fuel Tax Fund	\$ -
\$ -		
\$ 2,733.46	PB Tourism Fund	\$ -
\$ 97,587.08	CD & MMD	
\$ 304,062.03	PB Probation Fund	\$ -
\$ -	CD & MMD	
\$ 63,689.90	PB Assist Court Fund	\$ -
\$ -		
\$ 1,958.41	PB Law Library Fund	\$ -
\$ -		
\$ 64,084.87	PB Automation Fund	\$ -
\$ -		
\$ 140,091.65	PB Recording Fund	\$ -
\$ -		
\$ 520.17	PB Drug Traffic Fund	\$ -
\$ 65,290.91	CD	
\$ 24,824.84	MMD Airport Fund	\$ 4,039.13
\$ -		
\$ 500.37	PB CEFS	\$ -
\$ 242,538.21	CD & MMD	
\$ 711,317.36	MMD Home Nursing Fund	\$ -
\$ -		
\$ -	W.I.C. Fund	\$ 46,453.38
\$ -		
\$ 134,921.21	MMD Local Bridge Fund	\$ -
\$ -		
\$ -	Township Bridge Fund	\$ 83,124.16
\$ -		
\$ -	Township Construction Fund	\$ 369.13

\$ -	MMD		
\$ 955,500.32	MMD	Township Motor Fuel Tax	\$ -
\$ -			
\$ 1,149.75	PB	Estate Tax Fund	\$ -
\$ -			
\$ 276,284.23	PB	Minor Unknown Heirs Fund	\$ -
\$ -			
\$ 990.76	PB	Probation Drug Testing	\$ -
\$ 42,588.01	MMD		
\$ 225,425.35	PB	Drainage Fund	\$ 2,000.00
\$ -			
\$ 35,490.15	PB	Document Storage Fund	\$ -
\$ 82,276.79	MMD		
\$ 34,180.34	PB	Misc County Health Fund	\$ -
\$ 27,075.41	MMD		
\$ 5,594.99	PB	Litigation Fund	\$ -
\$ 208,740.99	CD		
\$ 232,045.81	PB	Revolving Loan Fund	\$ -
\$ -			
\$ 13,796.59	PB	Victim Impact Panel Fund	\$ -
\$ -			
\$ 771.14	PB	States Attorney Forf Fund	\$ -
\$ -			
\$ 7,582.02	PB	Rescue Squad Fund	\$ -
\$ -			
\$ 21,530.54	PB	DUI Equipment Fund	\$ -
\$ -			
\$ 205,787.46	PB	GIS Fund	\$ -
\$ -	CD		
\$ 322,345.82	MMD	Capital Improvement Fund	\$ -
\$ -			
\$ -		Pet Population	\$ 18,150.63
\$ -			
\$ 15,408.95	MMD	EMA Special Fund	\$ -
\$ -			
\$ 904.06	PB	SA Automation Fund	\$ -
\$ -			
\$ 384.76	PB	Drug Court Fund	\$ -
\$ -			
\$ 591.03	PB	Tax Sale Automation Fund	\$ -
\$ -			
\$ -		County Health Petty Cash	\$ 135.64
\$ -			
\$ -		Probation Petty Cash	\$ 50.00
\$ -			
\$ -		County Treasurer Cash	\$ 5,000.00
\$ -			
			\$ 12,121,836.42

County Collector Accounts

Shelby County State Bank-Checking	\$ 250.79
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 134.03
First National Bank of Assumption	\$ 178.39
Community Banks of Shelby County-Cowden	\$ 249.74
Shelby County State Bank-Strasburg	\$ 221.33
First Federal Savings & Loan-Shelbyville	\$ 176.23
Busey Bank-Real Estate Tax Trust Account	\$ 1,394.04
Shelby County State Bank-Shelbyville-Money Market	\$ 2,004.84
Busey Bank-Money Market	\$ 144,701.29
Ayars State Bank-Moweaqua	\$ 145.92
Shelby County State Bank-Findlay	\$ 209.79
First National Bank of Pana	\$ 250.47
Peoples Bank of Pana	\$ 149.55
Prairie National	\$ 186.90
Shelby County State Bank-Windsor Branch	\$ 208.71
Dewitt Federal Savings & Loan-Moweaqua	\$ 174.17
Sigel Community Bank	\$ 233.36
Shelby County State Bank-Moweaqua	\$ 162.41
Illinois Epay	\$ 1,005.56
	\$ 152,237.52

CERTIFICATE OF DEPOSITS
February 1, 2014

General Fund(001) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>641,252.85</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>37,762.51</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>23,507.65</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>152,799.63</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>9,627.12</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>97,587.08</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>117,538.21</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>82,276.79</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 1/26/2014	
.20% Interest	\$ <u>126,181.69</u>
Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 2/7/2014	
.15% Interest	\$ <u>45,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 2/13/2014	
.30% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151	
.10% Interest	\$ <u>208,740.99</u>
Airport(022)	\$ <u>65,290.91</u>
TOTAL	\$ <u>1,732,565.43</u>