

January 2, 2013

SHELBY COUNTY BOARD MEETING AGENDA
January 9, 2013 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Chairman Cannon – Resignation and Declaration of Vacancy Dennis Fisher, Shelby County Board Member District #11; Appointment of Frank Mulholland as Shelby County Board Member District #11 to Fill Vacancy Created by Resignation of Dennis Fisher
5. Chairman Cannon – Appointment of Brenda Brooks as Shelby County Board of Review District #1 to Fill Vacancy Created by Resignation of Dorothy Camic
6. County Clerk Jessica Fox – Request to Reduce Number of Election Judges to be used at the Consolidated Election to be held on April 9, 2013 and Authority to Reduce for Future Consolidated Elections
7. County Highway Engineer Alan Spesard – Highway Engineer's Report: Resolution to award County maintenance rock contracts; Resolution to award Culvert Contracts; Joint agreement with the IDOT for replacing the Neoga Road County Bridge; Joint agreement with the IDOT for replacing the Oklahoma County Bridge
8. EMA/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports
9. Committee Reports
10. Chairman Updates
11. Chairman Appointments
12. Correspondence
13. Public Body Comment
14. Adjournment

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

January 9, 2013 – 9:00 A.M.

The Shelby County Board met on Wednesday, January 9, 2013 at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

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

County Clerk Jessica Fox called the roll. Fisher and Robertson were absent, Jordan was tardy.

Minutes for the December 12, 2012 board meeting were presented for approval. Wetherell made motion to approve the minutes as presented. Lenz seconded said motion, which passed by voice vote (18 yes, 0 no).

Chairman Cannon read the resignation letter of Dennis Fisher, Shelby County Board Member District #11, Mr. Fisher recommended Frank Mulholland be appointed to fill the vacancy left by his resignation. The vacancy was declared and Chairman Cannon appointed Frank Mulholland to fill the unexpired term created by the resignation of Dennis Fisher. Clark made motion to approve the appointment of Frank Mulholland to Shelby County Board District #11. Cruitt seconded said motion, which passed by voice vote (18 yes, 0 no). Chairman Cannon welcomed Mulholland to the board.

Upon recommendation by the Democratic Central Committee, Chairman Cannon requested the Appointment of Brenda Brooks as Shelby County Board of Review District #1 to Fill Vacancy Created by Resignation of Dorothy Camic. Barr made motion to approve the appointment of Brooks. Clark seconded said motion which passed by voice vote (16 yes, 4 no, Bennett, Amling, Hunter and Gergen)

County Clerk Jessica Fox requested permission from the Board to Reduce Number of Election Judges to be used at the Consolidated Election to be held on April 9, 2013 and Authority to Reduce for Future Consolidated Elections. Amling made motion to approve this request. Lenz seconded said motion, which passed by voice vote (20 yes, 0 no)

Alan Spesard, County Highway Engineer presented the Highway Engineer's Report and a Resolution to award County maintenance rock contracts; Resolution to award Culvert Contracts; Joint agreement with the IDOT for replacing the Neoga Road County Bridge; Joint agreement with the IDOT for replacing the Oklahoma County Bridge. Mr. Spesard also provided the departments' annual reports followed by a brief update at the end of his report. (See resolutions, agreements and the annual report attached to these minutes)

Warren made motion to approve the Resolution awarding the annual rock contracts. Wetherell seconded said motion, which passed by voice vote (19 yes, 0 no, Cruitt abstaining), Resolution 13-01.

Warner made motion to approve the Resolution awarding the annual culverts contract. Cruitt seconded said motion, which passed by voice vote (20 yes, 0 no), Resolution 13-02.

Strohl made motion to approve the joint agreement with IDOT for replacing the Neoga Road County Bridge. Simpson seconded said motion which passed by voice vote (20 yes, 0 no).

Amling made motion to approve the joint agreement with IDOT for replacing the Oklahoma County Bridge. Warner seconded said motion which passed by voice vote (20 yes, 0 no).

EMA/Zoning Administrator Jared Rowcliffe highlighted the EMA/Zoning report previously mailed to the board for their review. Mr. Rowcliffe also passed out a year end zoning report, reflecting an increase in permits issued over last year. (EMA/Zoning 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:

Farm Committee Chair Jordan stated that the Farm Committee will meet with the County Farm tenant on January 15, 2013 to review the Farm Lease. As Animal Control Chairman, Jordan reported to the board that with an increasing number of people in the county owning trained guard dogs and an increase in wild dogs in the county it was important for Animal Control Warden Brad Hudson to attend classes and be properly trained on how to handle and protect himself should the situation arise. Discussion followed. Warren made a motion that a training program be found that Hudson could attend as soon as possible. Hayden seconded said motion which passed by voice vote (20 yes, 0 no).

Finance Committee Chair Amling stated that the Finance committee was going to review the Energy Aggregation question previously assigned to the miscellaneous committee.

Public Health Committee Chairman Bennett reported the committee had discussed changing the day of the meeting from the Monday prior to County Board to the Tuesday prior to the County Board meeting with the time to remain at 10:00 AM. Bennett stated some of this committee's members already have meetings on that Tuesday and this would act as a costs savings to the County. Approval for this change will be requested at the February County Board meeting.

Public Building and Solid Waste Chair Warren reported that the Courthouse construction was complete with the exception of some very minor issues. As Solid Waste Chair, Warren reported on an extremely successful electronics recycling pickup that was held on January 5, 2013 and thanked the various volunteers and organizations for all of their assistance.

Shelby County Board Meeting
January 9, 2013

Legislative Chairman Anling reported the committee meant on January 3rd, 2013 to discuss beginning each County Board meeting with prayer prior to the Pledge of Allegiance. Discussion was held. Bennett made a motion to have prayer before the Pledge of Allegiance to begin every County Board meeting. Clark seconded said motion which passed by voice vote (20 yes, 0 no).

Anling also reported that he felt the Legislative Committee needed to plan another meeting in which Chairman Cannon could attend to discuss the Ethics Ordinance and forming an Ethics Commission.

Insurance Committee Chair Bennett reported she had been in contact with Randy Biehler from Shelbyville Insurance Services and he will stay on top of any Health Insurance related increases that the County could possibly be impacted by in the future.

Chairman Cannon updated the Board that he planned on holding a Budget Committee meeting in the near future to do a 90 day budget review. He also reported that per his request State's Attorney Vonderheide is looking into whether the County could form a Not for Profit to accept donations for courthouse preservation.

Chairman Cannon appointed Frank Mulholland to replace Dennis Fisher on the Purchasing, Public Buildings and Miscellaneous Committee. Barr made a motion to approve these appointments. Bennett seconded said motion which passed by voice vote (20 yes, 0 no).

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

Clark made motion to assess mileage and per diem for the January meetings, to pay the bills/payroll as approved by the committees and adjourn until meeting to be held on February 12, 2013. Cruitt seconded said motion, which passed by voice vote (20 yes, 0 no) and the meeting was adjourned at 10:15 A.M.



Jessica Fox
Shelby County Clerk and Recorder

January 9, 2013

REGULAR MEETING

		ROLL CALL			QUESTIONS									
			1/9/2013	1/10/2013	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	✓											
	FISHER, DENNIS		Absent											
105	GERGENI, GARY	26	✓											
177	HAYDEN, RICHARD	44	✓											
144	HUNTER, ROBERT JR.	49	✓											
193	JORDAN, ROBERT N.	31	A ✓ tardy											
64	KEARNEY, KAY		✓											
206	LENZ, LARRY	26	✓											
181	ROBERTSON, ROBIN		Absent											
221	SIMS, TERRY JOE	24	✓											
274	SIMPSON, ROBERT	32	✓											
46	STROHL, DON	45	✓											
4	WARNER, JOHN		✓											
329	WARREN, JAMES	28	✓											
44	WETHERELL, DALE	46	✓											

Mulholland, Frank - seated

December 23, 2012

FILED
DEC 26 2012

Rodney W. Lantz
SHELBY COUNTY CLERK

Dear Shelby County Clerk:

It is with deepest regret that I will be resigning from the Shelby County Board effective from the date of this letter. My new employment will not allow me to spend the time that I feel is required for this position.

After discussing the vacancy with the Central Committee Officeholders, we have decided to recommend Mr. Frank Mulholland for the position.

If you have any questions, please feel free to contact myself at 217-294-0475.

Sincerely,

A black rectangular redaction box covers the signature area, with some faint handwritten lines visible above and below it.

Dennis Fisher

December 23, 2012

FILED
DEC 26 2012
Kathy A. Lutz
SHELBY COUNTY CLERK

Dear Shelby County Clerk:

After discussing the vacancy of Board of Review Dorothy Camic, the Central Committee Officeholders have decided to recommend Brenda Brooks, 100 West North 1st Street, Findlay, IL 62534, 217-259-6577.

The committee feels that Brenda will do an excellent job of replacing Mrs. Camic.

If you have any questions, please feel free to contact myself at 217-294-0475.

Sincerely,

A black oval redaction covers the signature of Dennis Fisher. Some handwritten scribbles are visible below the redaction.

Dennis Fisher

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

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

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

At this time, I would like approval to use three judges in each precinct to work the Consolidated Election to be held on April 9, 2013.

The State Board of Elections has suggested that the County Clerk request the authority to reduce the number of election judges for all future Consolidated Elections.

REQUIRES MOTION & VOTE

TO: THE SHELBY COUNTY BOARD

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

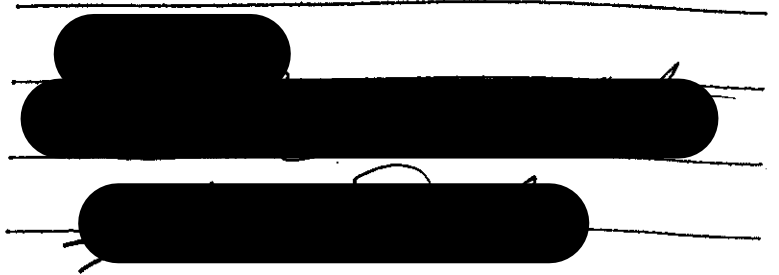
RESOLUTION X

PETITION

AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

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

RESOLUTION

13-1

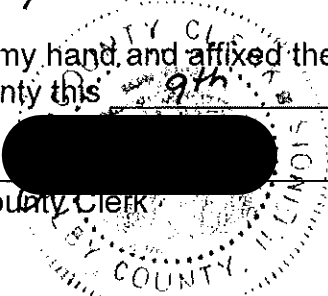
BE IT RESOLVED, by the County Board of Shelby County, that the following contracts be awarded as listed below as received at a letting held on January 4, 2013, for Shelby County Section 13-00000-00-GM.

Group 1	Prosser Construction	500 Tons	CA14, CM14, CA15, CM15, CA16, CM16 @ \$11.50/TON – GRAVEL
Group 2	Brush Creek Quarry	500 Tons	CA15, CM15 @ \$10.50/TON – GRAVEL/CR. STONE
Group 3	Brush Creek Quarry	500 Tons	CA14, CM14, CA15, CM15, CA16, CM16 @ \$10.50/TON – CR. STONE
Group 4	Miller's Lime Service	1500 Tons	CA14, CM14 @ \$16.68/TON – CR. STONE
Group 5	McLeod Express	300 Tons	CA10, CM10 @ \$10.10/TON – CR. STONE
Group 6	Brush Creek Quarry	250 Tons	CA14, CM14, CA15, CM15 @ \$10.50/TON – CR. STONE
Group 7	Nokomis Quarry	500 Tons	CA14, CM14, CA15, CM15 @ \$12.00/TON – CR. STONE
Group 8	Hiler Trucking	250 Tons	CA14, CM14, CA15, CM15 @ \$16.32/TON – CR. STONE
Group 9	Brush Creek Quarry	250 Tons	CA14, CM14, CA15, CM15 @ \$10.50/TON – GRAVEL/CR. STONE
Group 10	Nokomis Quarry Co.	250 Tons	AGG. SURF CSE TY B, CA-06 @ \$7.00/TON
Group 10	Pana Limestone Quarry	250 Tons	AGG. SURF CSE TY B, CA-06 @ \$7.00/TON
Group 11	Brush Creek Quarry	250 Tons	AGG. SURF CSE TY B, CA-06 @ \$8.25/TON
Group 12	Miller's Lime Service	500 Tons	CA14, CM14 @ \$16.02/TON - CR. STONE

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 January 9, 2013.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 9th day of January 2013 A.D.


 County Clerk

Illinois Department
of Transportation

County: SHELBY
Municipality: SHELBY
Section: 03-0001-200-GM
Date: 01-04-2012
Time: 5:00 AM
Appropriation: SHELLEY CO HWY DEPT
Attended by:

Name and Address of Bidders:
1-1 **Returned**
Beeman Logistics
1 Racehorse Dr
East St. Louis, IL 62205

1-2 **7/10**
Nokoni's Quarry
P. O. Box 90
Nokoni's, IL 62075

1-3 **Returned**
Bart Williamson
RR #4, Box 206
Shelbyville, IL 62565

1-4 **Returned**
Dwain Forby Truck
72 Whipoorwill Ln
Makanda, IL 62958

Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CA-14 CM-14 CA-15 CM-15 CA-16 CM-16 GRAVEL	FOB AT PIT OR QUARRY 1300N 1600E	TONS	500.00	11.50	5,750.00						
2	CA-15 CM-15 GRAVEL OR CR. STONE	FOB AT PIT OR QUARRY 3050E 1200N ANGUS	TONS	500.00	10.25	5,125.00						
3	CA-14 CM-14 CA-15 CM-15 CA-16 CM-16 CR. STONE	FOB AT PIT OR QUARRY 3050E 150N SIGEL	TONS	500.00	10.25	5,125.00						
4	CA-14 CM-14 CR. STONE STOCKPILE BY 03-15-2013	STOCKPILED 1300N/1600E	TONS	1,500.00	17.70	26,550.00						
5	CA-16 / CM-16 CR. STONE STOCKPILE BY 03-15-2013	STOCKPILED 1300N/1600E	TONS	300.00	11.50	3,450.00						
6	CA-14 CM-14 CA-15 CM-15 CR. STONE	FOB AT PIT OR QUARRY 1980E 360N FANCHER	TONS	250.00	10.25	2,562.50						
7	CA-14 CM-14 CA-15 CM-15 CR. STONE	FOB AT PIT OR QUARRY OCCONEE 200E 500N	TONS	500.00	10.25	5,125.00						
8	AGG SEAL COAT CR. STONE CA-14 CM-14 CA-15 CM-15 CR. STONE STOCKPILE BY 06-01-2013	STOCKPILED 2300N/1000E HARTMANN'S	TONS	250.00	15.00	3,750.00						
	CA-14 CM-14 CA-15 CM-15 CR. STONE OR GRAVEL	FOB AT PIT OR QUARRY 1700N 1550E WESTER	TONS	250.00	10.25	2,562.50						
	TOTAL BIDS		% Over(+) Under(-) Est.	AS READ								

12.00
6,000.00

✓

Illinois Department
of Transportation

County _____ Date _____
 Mun/R.D. _____ Time _____
 Section _____ Appropriation _____
 Attended by _____

Proposal _____
 Guarantee _____
 Terms _____

Name and Address of Bidders	Approved Engineer's Estimate
2-1 Beelman Logistics 1 Racehorse Dr East St Louis, IL 62205	
2-2 Nokomis Quarry P. O. Box 90 Nokomis, IL 62075	
2-3 Bart Williamson RR #4 Box 206 Shelbyville, IL 62565	
2-4 Dwain Fort 72 Whippo Makanda, I	

Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price
10	AGG SURF CSE TY B CA-06	FOB AT PIT OR QUARRY OCONEE 350E 200N	TONS	250.00	7.00				7.00	1,750.00	
11	AGG SURF CSE TY B CA-06	FOB AT PIT OR QUARRY 1980E 360N FANCHH	TONS	250.00	7.25						
12	CA-14 CM-14 CR STONE STOCKPILE BY JUNE 1, 2013	STOCKPILED 850E / 750N	TONS	500.00	16.80		16.54	8,270.00			16.81
TOTAL BIDS											
% Over(+)/ Under(-) Est.											
AS READ											

*7.00 Awarded
72 CRK
1980E*

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

13-2

BE IT RESOLVED, by the County Board of Shelby County, that the following contracts be awarded as listed below as received at a letting held on January 4, 2013, for various sizes of pipes and bands.

Group 1	Energy Culvert Company	\$17,334.40
Group 2	CPI Supply	\$24,338.00

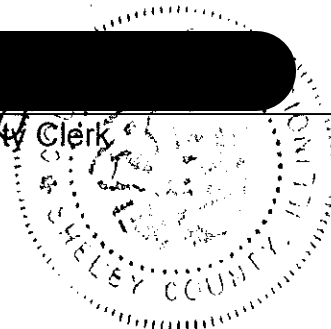
STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

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 January 9, 2013.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 9th day of January 2013 A.D.



County Clerk



Illinois Department
of Transportation

County: SHELBY Date: 01-04-2013
 Muni/FR.D. Time: 9:00 A.M.
 Section: 13-NON MFT Appropriation: SHELBY CO HWY DEPT
 Attended by:

Item No. or Group	Items	Delivery	Unit	Quantity	Name and Address of Bidders		Approved Engineer's Estimate	
					Unit Price	Total	Unit Price	Total
	GROUP 1 RIVETED CORR STEEL CULVERT PIPE 10"	FOB STOCKPILE CO HWY GARAGE	LIN FT	160.00				
	CORR STEEL CULVERT PIPE 12"	"	LIN FT	692.00	5.00	800.00	5.50	880.00
	CORR STEEL CULVERT PIPE 15"	"	LIN FT	760.00	5.70	3,944.40	5.75	3,979.00
	CORR STEEL CULVERT PIPE 18"	"	LIN FT	220.00	7.17	5,592.60	7.10	5,538.00
	CORR STEEL CULVERT PIPE 24"	"	LIN FT	290.00	8.76	1,927.20	8.65	1,903.00
					14.34	4,158.60	14.20	4,118.00
	GROUP 1 BANDS BANDS & HARDWARE 8"	FOB STOCKPILE CO HWY GARAGE	EACH	2.00	8.60	17.20	9.30	18.60
	BANDS & HARDWARE 10"	"	EACH	12.00	10.00	120.00	10.82	129.84
	BANDS & HARDWARE 12"	"	EACH	36.00	11.40	410.40	8.45	304.20
	BANDS & HARDWARE 15"	"	EACH	19.00	14.34	272.46	10.62	201.78
	BANDS & HARDWARE 18"	"	EACH	7.00	17.52	122.64	13.26	92.82
	BANDS & HARDWARE 24"	"	EACH	4.00	28.68	114.72	24.17	96.68
	BANDS & HARDWARE 36"	"	EACH	2.00	48.96	97.92	36.24	72.48
				GROUP 1 TOTAL		17,578.14		17,334.40
								LOW
								15.0
								17,806.58

1-1
CPI Supply
117 E Tretz Drive
Marshall, IL 62441

1-2
Energy Culvert
P. O. Box 640
Energy, IL 62933

1-3
Metal Culverts
P. O. Box 330
Jefferson City, MO 65102

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

*Jessica
I need 5 copies
signed.
thanks*



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Cc.	RR Force Account
Section 06-00265-00-BR	Fund Type MBR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-044-12	BRS-0656(113)				

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

Location

Local Name CH 33 (Neoga Road Bridge) Route FAS-656 Length 0.14 mile
 Termini 2 miles west of the City of Neoga over the Little Wabash River

Current Jurisdiction Shelby County Existing Structure No 087-3014

Project Description

Replace the existing bridge with a 3 span PPC deck beam bridge with a 5" concrete wearing surface on pile bent piers and abutments with 8" HMA approaches and other work necessary to complete the section.

Division of Cost

Type of Work	MBR	%	STATE MATCH	%	LA	%	Total
Participating Construction	1,086,000	(*)	240,000	(**)	32,000	(bal)	1,358,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	56,000	(*)		()	14,000	(bal)	70,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 1,142,000		\$ 240,000		\$ 46,000		\$ 1,428,000

*80% Major Bridge funds NTE \$1,142,000

**Lump Sum State Match NTE \$240,000 to be used first and as a match to the federal funds

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

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

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

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

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

Agreement Provisions

THE LA AGREES:

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

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

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

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

Bruce Cannon

Name of Official (Print or Type Name)

County Board Chairperson

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

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

DUNS Number 040135279

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

3/12/13
Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Or [Redacted] er

3/8/13
Date

Michael A. [Redacted]

2/19/13
Date

Matthew K. Hughes, Director of Finance and Administration

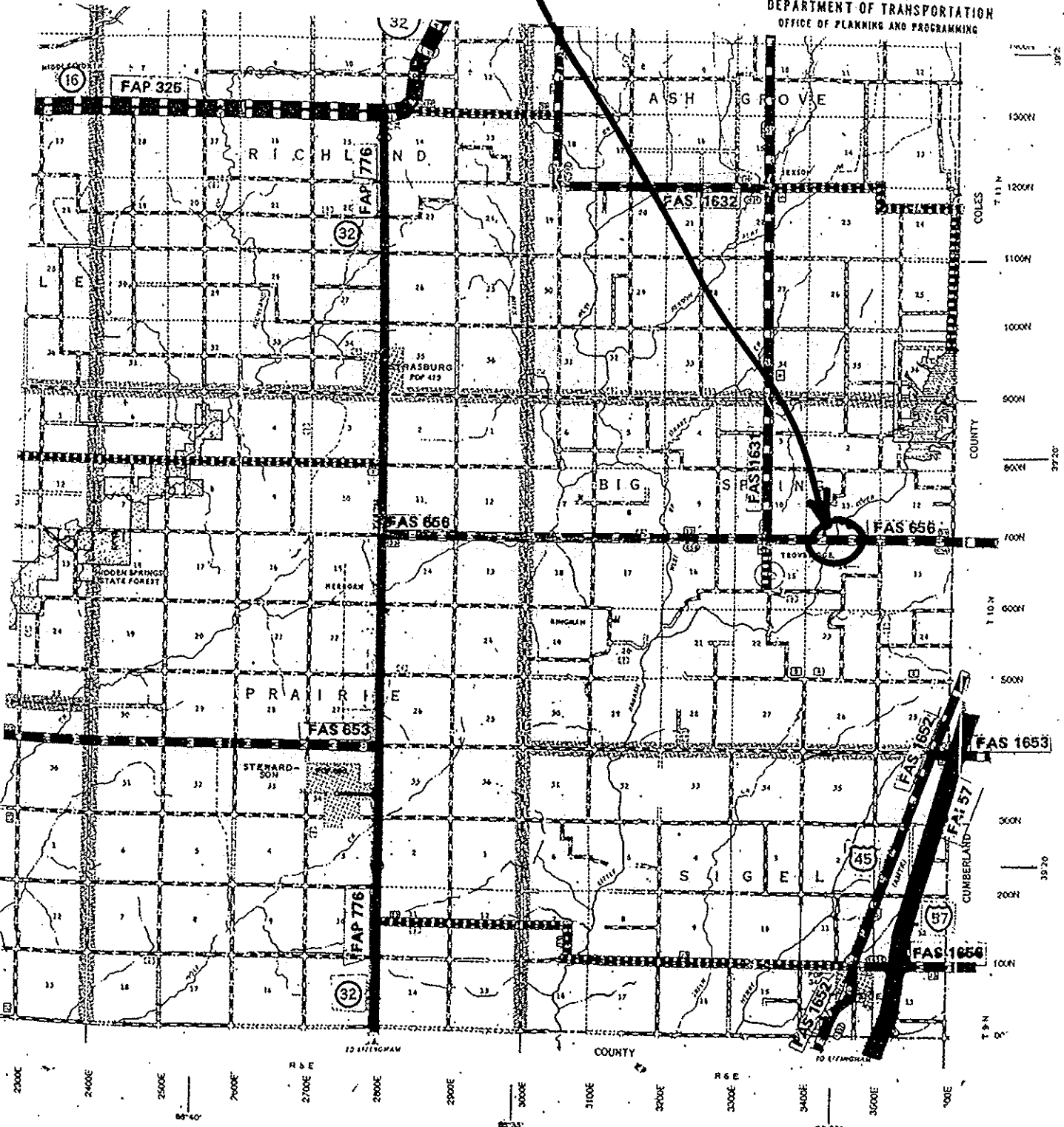
3/7/13
Date

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

Bridge
Location

5 YEAR CLASSIFICATION MAP
SHELBY COUNTY
ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING



LOCATION MAP

SECTION 06-00265-00 BR
25A

JT. Agreene
Oklahoma Bridge

TO: THE SHELBY COUNTY BOARD

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

RESOLUTION _____

PETITION _____

AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

Jessica,
I need 5
copies signed
thks



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Contract	Force Account
Section 09-00267-00-BR	Fund Type STR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-021-13	RS-0173(179)				

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

Location

Local Name 775 N (Oklahoma Road Bridge) Route CH-12 Length 0.29 miles
 Termini 4 miles southwest of the Village of Tower Hill over Becks Creek

Current Jurisdiction Shelby County Existing Structure No 087-3302

Project Description

Replace the existing bridge with a 3 span PPC deck beam bridge on pile bent piers and pile bent spill thru abutments with an 8" aggregate approach and other work necessary to complete the section.

Division of Cost

Type of Work	STR	%	%	LA	%	Total
Participating Construction	450,000	(*)	()	185,000	(BAL)	635,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 450,000			\$ 185,000		\$ 635,000

* 80 % STR funds NTE \$450,000

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

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

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

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

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

Agreement Provisions

THE LA AGREES:

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

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- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
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- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
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 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
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 - (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
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- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
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ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

Bruce Cannon

Name of Official (Print or Type Name)

County Board Chairperson

Title (County Board Chairperson/Mayor/Village President/etc.)

[Redacted Signature]

1-9-2013

(Signature)

Date

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

DUNS Number 040135279

APPROVED

State of Illinois
Department of Transportation

[Redacted Signature]

3/12/13

Ann L. Schneider, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

[Redacted Signature]

3/8/13

Office of the Secretary of Transportation

Date

[Redacted Signature]

2/24/13

Date

[Redacted Signature]

3/7/13

Matthew R. Hughes, Director of Finance and Administration

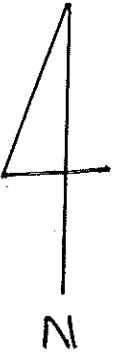
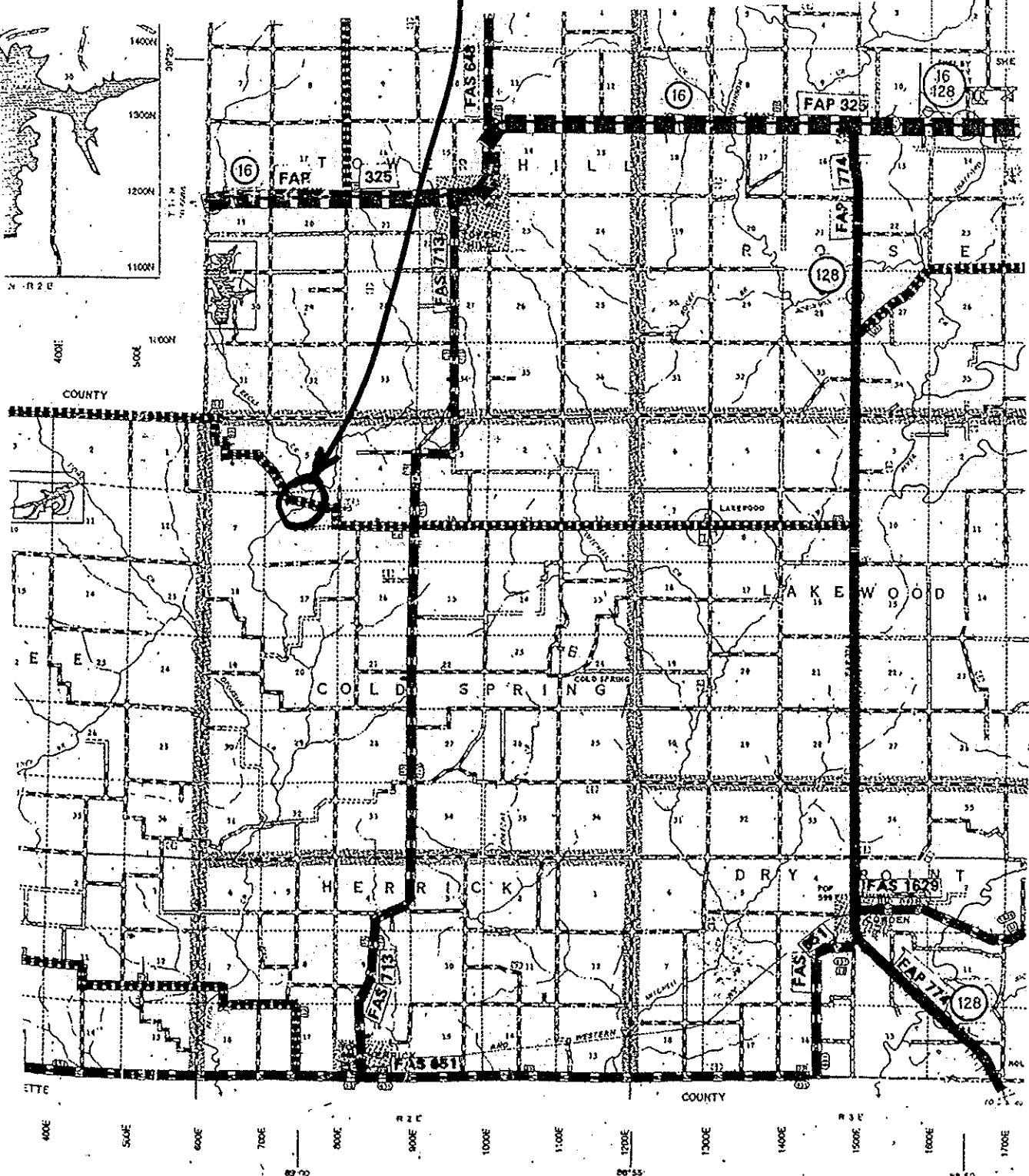
Date

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

Bridge
Location

5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING



LOCATION MAP

3/A SECTION 09-00267-00 BR

SHELBY COUNTY HIGHWAY DEPARTMENT
ANNUAL REPORT
JANUARY 01, 2012 THRU DECEMBER 31, 2012

Issued January 09, 2013

TABLE OF CONTENTS

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

COUNTY HIGHWAY DEPARTMENT SERVICES

SUMMARY 2012 MAJOR ACHIEVEMENTS

- **Completed Seven (7) Shelby County Capital Improvement Projects.**
 - Neoga Road Project resurfaced 1.5 miles
 - Two Township Bridges were replaced with new bridges: Big Spring and Clarksburg Townships
 - Three Township Bridges were replaced with pipe culverts: Rose, Cold Spring and Richland Townships
 - Repaired one Township Bridges: Cold Spring Township

- **Awarded additional Funding totaling \$1,549,557:**
 - Clarksburg Township Railroad Crossing Project - \$108,380
 - Shelbyville Wood Street Bridge Project = \$1,039,852
 - Oklahoma Bridge DCEO grant = \$200,000
 - Clarksburg County Highway Railroad Crossing Project = \$201,325

- **Completed twelve (12) approved Township Petitions for drainage structure replacement**

- **Completed construction of one (1) Railroad Crossing approach funded by the Illinois Commerce Commission:** Todds Point Township - 2011 Funding awarded = \$93,357

GENERAL FUNCTION:

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

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

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

SHELBY COUNTY HIGHWAY DEPARTMENT PERSONNEL:

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

County Engineer: Alan Spesard, P.E.

* **Chief Engineer Assistant:** Keith Petard

* **Engineer Assistants:** Scott Short

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

Secretary/Bookkeeper: Danielle Culberson

****Foreman:** Marvin Hapner (Retirement in 2012)

Stacy Prosser

****Laborers:**

John Agney Charles Evans

Roger Haycraft Bob Helton

Marty Reider Kenneth Vail

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

** CDL Required * College Degree Required



ENGINEERING and INSPECTION SERVICES:

- **Capital Improvement Resident Engineering activities for 4 construction projects**
 - Two Bridges were replaced with new bridges: Clarksburg, Big Spring
 - One Railroad crossing approaches: Todds Point Township
 - Neoga Road concrete resurfacing
- **Capital Improvement survey, layout, and design activities for engineering projects**
 - Conceptual Designs completed for Grant Submittals: Oklahoma Bridge, Shelbyville Wood Street Bridge; Henton Bridge; Clarksburg County Highway railroad crossing; Lakewood Bridge; Richland Bridge;
 - Completed design on one railroad crossing approach in Clarksburg Township
 - Continuing design activities on Shelbyville railroad crossing project
- **Miscellaneous Engineering and Inspection Services**
 - Evaluation and Field Inspection of approximately 160 Bridges over eastern portion of County
 - Township Motor Fuel Tax Budget, Bid Document Preparation and Contract Administration for all 24 Townships (over \$2 million in budgeted maintenance work)
 - County Motor Fuel Tax Budget, Bid Document Preparation, and Contract Administration
 - County and Township Culvert procurement administration
 - Sizing of Culverts for 12 approved Municipal & Township 50/50 petitions
 - Sizing of Culverts for County Highway Drainage Replacement projects
 - Ongoing Technical Review, design and Administration of approx. 21 Bridges approved for replacement
 - Hosted 2 educational conferences for Highway Commissioners and Municipal Street Department Heads (approximately 100 in attendance)
 - Technical document preparation for Right-Of-Way Parcels for township bridges and aid in acquisition negotiations
 - Evaluation of Future Road & Bridge Projects

MAINTENANCE SERVICES

- **Maintenance of 198 miles of County Highways and 59 County Bridges**
 - **Maintenance to Highway Surfaces and Shoulders:**
 - Stockpiled and Spread rock for oil/chip seal coating of approximately 20 miles of County Highways.
 - Performed leveling overlay with cold-mix patch mix to over 20 miles of County Highways.
 - Applied Centerline Striping to 60 miles of County Highways:
 - Made 2500 ton of cold-mix at County Yard.
 - Performed shoulder repair with the “Tiger-Claw Retriever” along all County Highways and provided shoulder rock and patch-mix repairs as needed
 - Performed Snow Removal and Cinder Treatment to 198 miles of roadway
 - **Maintenance to Bridges, Culverts, and Ditches:**
 - Installed 12 Drainage Repair Projects at 50% cost share for Municipalities & Townships: (4) Cold Spring, (2) Richland, (2) Ash Grove, (2) Todds Point; Dry Point/Lakewood; Ridge; Rose; Dry Point
 - Ditch Cleaning, Mowing, Weed/brush spraying/removal on most County Highways.
 - **Maintenance of Traffic Control Rural Reference Signs**
 - Replace or repaired several hundred rural reference and traffic control signs;
 - **Miscellaneous Maintenance Tasks:**
 - Provided in-house maintenance and repair to 24 County Highway owned vehicles and equipment.
 - Stockpiled sand for snow and ice control
 - Installed numerous field culvert entrances
 - Patching damaged Highway surface areas/holes
 - Delivered Pipe Culverts to 19 Townships and provided culverts for 7 villages (including Cowden, Herrick, Shelbyville, Stewardson, Windsor, Strasburg, Tower Hill)

ROAD & BRIDGE COMMITTEE

FUNCTION:

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

ROAD & BRIDGE COMMITTEE VOTING MEMBERS:

The 2012 Road & Bridge (R&B) Committee consisted of four county board members appointed by the county board chairman:

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

KEY DECISIONS OF R&B COMMITTEE:

- Reviewed right-of-way land acquisition documents for Neoga Road project
- Prioritized Bridge Replacement Projects
- Selected Bridges to be replaced with Pipe/Tank Cars
- Selection of Road Improvement Projects
- Prioritizing of Roads and Bridges for Grant Submittals

COUNTY HIGHWAY DEPARTMENT FUNDING

ANNUAL LOCAL TAX & STATE MFT FUNDING

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

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

Details associated with these revenues and expenditures for the current Fiscal Year ending in August 31, 2012 will be published by MY&K in a report entitled "AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION" in the spring of 2013.

STATE & FEDERAL CONTROLLED FUNDING

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

- Total Federal, State and local Construction Funds for Bridge & Road Projects = \$3,695K
- Federal Bridge Replacement & Rehabilitation Funds totaling approximately \$948,000 toward 80 % of the awarded contract construction and engineering costs for township bridges.
- State Township Bridge Funds totaling approximately \$215,000 toward the awarded contract construction & construction engineering costs for township bridges construction
- Road Funding from State and Federal Funds totaling \$2,532,273

Awarded additional Funding totaling \$1,549,557:

- Clarksburg Township Railroad Crossing Project - \$108,380
- Shelbyville Wood Street Bridge Project = \$1,039,852
- Oklahoma Bridge DCEO grant = \$200,000
- Clarksburg County Highway Railroad Crossing Project = \$201,325

These funds are administered and controlled by the IDOT.

MISCELLANEOUS FUNDING

The Shelby County Highway Department miscellaneous funding as follows:

- Engineering fees from the \$2.0 million Township Motor Fuel Tax Program, totaling approximately \$85,000 for technical and contract administration services
- Maintenance expense reimbursement totaling approximately \$50,000 for approved requests and petitions from townships and villages.
- Capital Bill increased payment of MFT funds to County = \$65,259



Oklahoma County Bridge DCEO Grant to be Used for Replacement



Wood Street Bridge "Major Bridge" Grant to be used for Replacement (City of Shelbyville)

ROAD & BRIDGE CAPITAL IMPROVEMENTS



Placing Concrete Surface



Patching of Existing Bituminous Surface



Finished Concrete Surface

Neoga Road Resurfacing Project

- Location: 5 miles west of the City of Neoga
- Construction Cost: Awarded to A J Walker Const Co.; \$2,532,273
- Construction Funding: 80% Federal; 20% TARP Grant
- Current Status: Concrete Resurfacing Phase completed; Open to traffic
Bituminous resurfacing to be completed in 2013

ROAD & BRIDGE CAPITAL IMPROVEMENTS



Old Bridge



New Bridge

Clarksburg Township Bridge (Posting at 5 Ton)

- Location: 5 miles Northwest of Village of Stewardson
- Construction Cost: Awarded to Schmidt Construction; \$501,462
- Construction Funding: 80% Federal; 16% State; 2% Township; 2% County
- Current Status: Open to traffic



Bridge Construction in Progress



New Bridge

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

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

ROAD & BRIDGE CAPITAL IMPROVEMENTS



Todds Point Railroad Crossing Approach

- Location: 1.5 miles Northeast of Village of Findlay
- Cost of Construction: Awarded to Brad Agney Backhoe Inc: \$69,467
- Funding: Illinois Commerce Commission; Todds Pt. Township = \$5000
- Current Status: Open to traffic



Existing Structure



New Pipe

Bridge Replacement for Richland Township (Posting = 14 ton)

Total Cost = \$28,463

ROAD & BRIDGE CAPITAL IMPROVEMENTS



Existing Bridge



New Pipe

Bridge Replacement in Rose Township

Total Cost = \$10,716



Existing Bridge



Tank Car Installation in Progress

Cold Spring Township Bridge Replacement (Posting = Closed)

- Location: 5.5 mile Southeast of Village of Tower Hill
- Cost of Construction: In Process
- Construction Funding: 50% Township 50% County
- Current Status: Closed to Traffic

MAINTENANCE OF COUNTY HIGHWAYS



COMPLETED SIGN UPGRADE GRANT INSTALLATION



Oil & Chip Herrick-51 County Road



Make Cold Mix for County and Townships - 2500 tons

MAINTENANCE OF COUNTY HIGHWAYS



Surface Repair on Findlay-Assumption County Road



Existing Drainage Gutter Damage



Repaired Gutter

Repair Drainage Gutter on Clarksburg County Road

MAINTENANCE OF COUNTY HIGHWAYS



Ditch Cleaning along Herrick-51 and Cowden County Highways



Shoulder Repair along Trowbridge Cty Highway

AID TO TOWNSHIPS AND MUNICIPALITIES



Bridge Repair in Cold Spring Township

Total Cost = \$13,500



Deck Repair for Lakewood & Dry Point Townships

Total Cost = \$2699



Existing Box Culvert



New Pipe Culvert

Drainage Structure Replacement in Todds Point Township

Total Cost = \$4799

AID TO TOWNSHIPS AND MUNICIPALITIES



Existing Pipe



New Pipe

Drainage Structure Replacement in Shelbyville Township

Total Cost = \$4500



Existing Pipe



New Pipe

Drainage Structure Replacement in Ridge Township

Total Cost = \$4827

AID TO TOWNSHIPS AND MUNICIPALITIES



Existing Pipe



New Pipe

Drainage Structure replacement in Ash Grove Township

Total Cost = \$11,941

SUPPORT SERVICES FOR OTHER DEPARTMENTS

Other Support Services for County Departments:



Airport Services

- Probation Department: Performed trash bag pickup and disposal along County Highways
- Courthouse: Transporting/Disposing documents
- Provided Fueling Facility for Central Illinois Public Transit Vehicle
- Crack Sealing for Airport runways and driveway
- Animal Control Dept.: Burial of dogs

Zoning/EMA Report
Shelby County Board Meeting 1-9-2013

Zoning

Planning Commission and Board of Appeals will NOT meet this month.

6 Building Permits Issued in December.

-5 Accessory Buildings

-1 Residential Addition

EMA

Received Certificate of Accreditation from IEMA. County is Accredited through September of 2014.

Assisted with Electronics Recycling program on Jan. 5th

Attending a Federal Outreach program on January 8th in Springfield. The presentation will be about the resources available to locals during a nuclear power station incident.

IEMA Regional meeting in Flora on January 18th.

LEPC Meeting on February 7th at 6:30pm.

December Building Permit Log

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Fee</u>
12-108	12/4/2012	Tom Stringer	19; Rural	1906-19-00-100-004	Residential Add	\$ 125.00
12-109	12/7/2012	Michael Donnel	02; Shelbyville	2013-02-00-200-010	Acc. Building	\$ 125.00
12-110	12/7/2012	Brock Hancock	20; Shelbyville	2013-20-00-300-030	Acc. Building	\$ 125.00
12-111	12/12/2012	Doug Uphoff	16; Okaw	1208-16-00-300-003	Acc. Building	\$ 125.00
12-112	12/20/2012	Dave White	13; Ridge	1707-13-00-300-008	Acc. Building	N/F
12-113	12/20/2012	William Lehn	05; Oconee	1116-05-00-200-002	Acc. Building	N/F

Shelby County Zoning Year End Review

	<u>2012</u>	<u>2011</u>
Total Permits:	116	100
New Residence	28	26
Modular Home	6	1
Mobile Home	9	2
Residential Addition	9	10
Accessory Building	56	54
Grain Bin	3	5
Spec. Exception	1	0
Wind Tubine	1	0
New Commercial	0	0
Commercial Accessory	1	1
Commercial Addition	2	0
Church	0	1
Total Fees	\$ 12,425.00	\$ 9,675.00
Total Fee Waivers	37	43

F I L E

JAN 08 2013

Jessica Cox
SHELBY COUNTY CLERK

D

Michael A. Miller

SHERIFF OF SHELBY COUNTY

151 N. MORGAN STREET

PHONE 217-774-3941 FAX 217-774-2851

SHELBYVILLE, ILLINOIS 62565

8:00 a.m.

*Sheriff Miller
Tina Wade
Richard Hayden
Kay Kearney
Don Strohl*

**LAW ENFORCEMENT COMMITTEE MEETING
1/8/13**

1. New Digital Radio System -
2. Detention Center Population - *Down to 11-16*
3. Deputies and K-9
4. Accident Reporting System - *Electronic*
Insurance companies/individuals can purchase reports on line.

Michael A. Miller



Shelby County Sheriff

Purchasing Committee Meeting
Jan 8, 2013

Present were Jim Warren Gay Gergeni
Robert Hunter Don Stroll

Absent Robin Robertson John Warner Dennis Fisher

Bills were presented

Gary Gergeni made motion to approve bill
seconded by Jim Warren All voted aye
Motion made by Jim Warren to adjourn
seconded by Robert Hunter all voted aye

FILED

JAN 08 2013

Jessica Fox
SHELBY COUNTY CLERK

Fees & Salary

Jan 8, 2013

Attending: Kay Kearny, Dave Pruitt,
Barb Bennett

Need claims submitted with Neath (court approved)
Need to talk to Judge - & Public Defender

FILED

JAN 08 2013

Jessica Fox
SHELBY COUNTY CLERK

Lees & Salary

Dec. 28, 2012

Meeting to discuss GIS Monies & personal use for voter registration, Sawed on money-stamp. Pending letter. 10 or 15 min per search. Present maps. Going to put funds for GIS for after for Lisa.

Attending: Barbara Bennett, Dave Pruitt, Kathy Lantz, Lisa Swenny.

ED
DEC 28 2012
Kathy A Lantz
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

TREASURER'S REPORT

December 3, 2012

12-18-2012

SKW

Beginning Balance

November 5, 2012 \$ 46,129.31

Deposits

Bank Interest	\$ 10.60
Heartland Payment Systems--Credit Card Fuel Sales	\$ 2,575.52
Fuel Sales--Checks & Cash	\$ 744.79
Rent	\$ 1,580.00
	<u>\$ 4,910.91</u>
	\$ 51,040.22

Bills Received and Paid

Heartland Payment Systems--Fees	\$ 1.31
Illinois Department of Revenue--Sales Tax Payments	\$ 308.00
Shelbyville Ace Hardware--Misc. Supplies	\$ 37.71
R. L. Wempen Lumber, Inc.--Asphalt Patch & Sealer B8	\$ 90.16
Steve Wempen--Bookkeeping November, 2012	\$ 200.00
Express Services Inc.--FBO 11-04-2012--11-25-2012	\$ 2,250.00
Consolidated Communication	\$ 165.83
Scott Jefson--Misc. Supplies	\$ 22.88
Connolly's Building Center--Gutter Parts for Main Hangar	\$ 10.50
Knearem's--Furnace Check	\$ 65.00
Ameren CIPS--Gas	\$ 84.55
Fire Equipment Services & Sales, Inc--Yearly Inspection	\$ 220.00
Farm Pride--Tractor Repair	\$ 1,410.21
J. H. Moore, Inc.--Regulator Rent	\$ 1,500.00
Neal Tire--Mower Tire Repair	\$ 27.99

Shelby County State Bank
 BuseyBank
 Farm Agency Account
 Certificates of Deposit

	\$ 6,394.14
	<u>\$ 44,646.08</u>
	\$ 44,646.08
	\$ 123.45
	\$ 9,700.06
	\$ 65,375.56
Total	<u>\$ 119,845.15</u>

Prepared by Steve Wempen--Sec/Treas

FILLED
 DEC 20 2012

Kathryn A. Darity
 SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NOS.	DEBITS	CREDITS	BALANCE
	5-Nov-12	Balance Shelby County State Bank				\$ 46,129.31
	1-Oct-12	Heartland Payment Systems--Deposit			\$ 386.98	\$ 46,516.29
	1-Oct-12	Heartland Payment Systems--Fees		\$ 1.31		\$ 46,514.98
	5-Nov-12	Heartland Payment Systems--Deposit			\$ 268.75	\$ 46,783.73
	8-Nov-12	Illinois Department of Revenue--Sales Tax Payment		\$ 142.00		\$ 46,641.73
4514	8-Nov-12	Scott Jetson--Misc. Supplies	022-7000.12-023	\$ 22.88		\$ 46,618.85
4515	8-Nov-12	Connolly's Building Center--Gutter Parts for Main Hangar	022-7444.12-023	\$ 10.50		\$ 46,608.35
4516	8-Nov-12	Knearem's--Furnace Maintenance	022-7444.12-023	\$ 65.00		\$ 46,543.35
4517	8-Nov-12	Farm Pride--Tractor Repair	022-7441.12-023	\$ 1,410.21		\$ 45,133.14
4518	8-Nov-12	R. L. Wempen Lumber, Inc.--Asphalt Patch & Sealer B-8	022-7444.12-023	\$ 90.16		\$ 45,042.98
4519	8-Nov-12	Fire Equipment Services & Sales, Inc.--Yearly Inspection	022-7444.12-023	\$ 220.00		\$ 44,822.98
4520	8-Nov-12	Shelbyville Ace Hardware--Misc. Supplies	022-7000.12-023	\$ 37.71		\$ 44,785.27
4521	8-Nov-12	Neal Tire--Mower Tire Repair	022-7441.12-023	\$ 27.99		\$ 44,757.28
4522	12-Nov-12	J. H. Moore, Inc.--Regulator Rent	022-7444.12-023	\$ 1,500.00		\$ 43,257.28
4523	12-Nov-12	Express Services, Inc.--FBO 11-04-2012	022-5210.01-023	\$ 750.00		\$ 42,507.28
	13-Nov-12	Heartland Payment Systems--Deposit			\$ 506.52	\$ 43,013.80
	16-Nov-12	Heartland Payment Systems--Deposit			\$ 228.69	\$ 43,242.49
	19-Nov-12	Heartland Payment Systems--Deposit			\$ 490.02	\$ 43,732.51
	26-Nov-12	Heartland Payment Systems--Deposit			\$ 664.25	\$ 44,396.76
4524	27-Nov-12	Express Services, Inc.--FBO 11-18-2012	022-5210.01-023	\$ 750.00		\$ 43,646.76
4525	28-Nov-12	Consolidated Communication	022-7810.12-023	\$ 165.83		\$ 43,480.93
	28-Nov-12	Heartland Payment Systems--Deposit			\$ 30.31	\$ 43,511.24
	30-Nov-12	Bank Interest			\$ 10.60	\$ 43,521.84
4526	1-Dec-12	Ameren CIPS	022-7810.12-023	\$ 84.55		\$ 43,437.29
4527	1-Dec-12	Express Services, Inc.--FBO 11-18-2012	022-5210.01-023	\$ 750.00		\$ 42,687.29
4528	1-Dec-12	Steve Wempen--Bookkeeping November 2012	022-5220.12-023	\$ 200.00		\$ 42,487.29
	3-Dec-12	Fuel Sales			\$ 744.79	\$ 43,232.08
	3-Dec-12	Rent			\$ 1,580.00	\$ 44,812.08
	3-Dec-12	Illinois Department of Revenue--Sales Tax Payment		\$ 166.00		\$ 44,646.08
	3-Dec-12	Board Meeting--December 3, 2012				

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
BUDGET ACCOUNT SUMMARY **December 3, 2012**

CHECK NO.	DATE	5210.01	5220.12	6120.12	7000.12	7441.12	7442.12	7443.12	7444.12	7810.12	8010.12	9900.12	
	YTD	\$6,000.00	\$400.00	\$9,022.00	\$0.00	\$177.27	\$2,020.20	\$420.00	\$147.19	\$1,478.80	\$1,925.65	\$1,233.67	\$0.00
4514	8-Nov-12					\$22.86							
4515	8-Nov-12												
4516	8-Nov-12												
4517	8-Nov-12												
4518	8-Nov-12						\$1,410.21						
4519	8-Nov-12												
4520	8-Nov-12												
4521	8-Nov-12												
4522	12-Nov-12												
4523	12-Nov-12												
4524	27-Nov-12												
4525	28-Nov-12												
4526	1-Dec-12												
4527	1-Dec-12												
4528	1-Dec-12												
Meeting	3-Dec-12												
	YTD	\$2,250.00	\$200.00	\$0.00	\$0.00	\$60.59	\$1,438.20	\$420.00	\$0.00	\$1,885.65	\$250.38	\$0.00	\$0.00
		\$8,250.00	\$600.00	\$9,022.00	\$0.00	\$237.86	\$3,458.40	\$420.00	\$147.19	\$3,364.46	\$2,176.03	\$1,233.67	\$0.00

Monthly Expenses \$ 6,084.83
 Heartland Fees \$ 1.31
 Illinois Dept. of Revenue \$ 308.00

Total Monthly Expenses \$ 6,394.14

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

November 5, 2012

Tad Mayhall calls the meeting to order.

Members present at meeting:

Commissioners--Tad Mayall, and Steve Wempen

County Board Members--Bruce Cannon, Bob Jordan, and Robert Simmons

Airport Manager--Scott Jefson

The Treasurer's Report was reviewed. Tad made a motion to approve the Treasurer's Report. It was seconded by Steve and was approved by all saying aye.

The minutes were read. Tad makes a motion to approve the minutes. It was seconded by Steve and approved by all saying aye.

Managers Report

Had Knearems come out and service the furnace. Installed a new thermo couple and the furnace needs a new circuit board so the fan will shut off. The fan runs continuously and cost of new board is \$125. Some discussion followed about replacing the furnace compared to repairing the old one.

Installed a few of the new lights in some of the old T-Hangars, that we got from Curt Crosby. County came over with asphalt crack sealer and filled all the cracks in the ramp, runway and taxiway. Also got the gutter hung on the main hangar and have had now water come in under the walls since. Finished power washing the back hangar and got the paint off the floor.

Got the tractor back and all mowing is done. Had a Pana High School student, interested in aviation, come out and job shadowed one day.

Robin Robertson came out and offered to trim tree by the light beacon for \$300 and clean the mess up.

Also mentioned insulating the back hangar to better attract an FBO later on.

Scott talked with Jim Looft about the tractor and a person in Mattoon is to come over and pick it up. They will attempt to solve the problem with the hydraulic pump.

Tad mentions looking into getting a credit card for the airport so as to double the warranty on some purchases. Such as a hydraulic pump. Tad is going to look into it.

End of Managers Report

Bills Presented

J H Moore--Regulator Repair	\$	1,500.00
Connelly's Building Center--Main Hangar Gutter Parts	\$	10.50
Knearem's--Furnace Maintenance	\$	65.00
Farm Pride--Tractor Repair	\$	1,410.21
R. L. Wempen Lumber, Inc.--Driveway Patch & Sealer B8	\$	90.16
Fire Equipment Services & Sales, Inc.--Yearly Inspection	\$	220.00
Shelbyville Ace Hardware--Misc. Supplies	\$	37.71
Neil Tire--Mower Tire Repair	\$	27.99

Tad makes motion to pay said bills and Steve seconds it.

Jim Schwerman is present and gives an update on the farm. He had some spraying done for weed control and that the corn yield was far better than expected but we will also be receiving an insurance check on the crops for about \$15,000. He also will be talking to Jim Hampton and be getting fertilizer and seed ordered for next year. The plan is to have 15 acres of corn on south side of Rt. 16. All ground around the hard runway

will be soybeans and presently have wheat growing on the east side. More discussion on the sale of grain and also on grain prices followed.

Steve talked with Jim Matloc of Shelby Electric about the new service for the Electrical Vault and Scott is to set up a time to meet with them out here at the airport to go over what we need done.

Steve also mentions Keith Carters Mooney in the Main Hangar and charging him a monthly hangar rent. It was decided to start charging Keith rent of \$85, starting with the month of October.

Steve presented a quote for insulating the back hangar for just under \$1000. Tad made a motion to purchase the insulation and Steve seconded it.

It was decided to go ahead and purchase insurance from Down's Insurance for the courtesy car.

It was also decided to make a set of rules for the courtesy car and check sheet.

Scott is going to talk to an EAA person about getting something started here at Shelbyville.

Tad makes a motion to adjourn and Steve seconded it.

Legislative Committee - Jan 3, 2013

Attending: Bob Hunter, Joe Sims, Barker Bennett, Rob Ambler, GARY GERGENI

MOTION.
THE COMMITTEE DISCUSSED CHANGING THE ~~ORDER OF~~ ^{AGENDA} BUSINESS. TO INCLUDE A PRAYER TO OPEN THE COUNTY BOARD MEETINGS. A MOTION WAS MADE BY BOB HUNTER TO BRING BEFORE THE BOARD. A CHANGE IN THE ~~ORDER OF BUSINESS~~ ^{AGENDA} TO INCLUDE A PRAYER BEFORE THE PLEDGE OF ALLEGIANCE. SECONDED BY GARY GERGENI MOTION CARRIED.

MOTION MADE BY BOB HUNTER TO ADJOURN.
SECONDED BY GARY GERGENI MOTION CARRIED.

FILED

JAN 03 2013

Jessica Tox
SHELBY COUNTY CLERK

Health Dept Mtg - Jan 7, 2013

Attending

Kenny Barr, Richard Snyder, Bob Hunter,
Barb Bennett.

All Claims were checked & approved
by committee.

Committee would like to change
meetings to same day as purchasing
@ 10:00.

F I L E D

JAN 07 2013

Jessica Cox
SHELBY COUNTY CLERK

ROAD & BRIDGE COMMITTEE

Agenda January 7th, 2013

- **Roll Call** Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **Discussion on closed bridge in Herrick Township:**
 - Herrick Township did not show up for meeting
 - Bruce Cannon recommended that the committee look at bridge at our next meeting
- **Approval of Meeting Minutes**
 - Previous minutes of meeting was approved
- **Review Claims** Monthly payroll and claims from the County Bridge, County Highway, FASM, Co. MFT, Local Bridge, Township Construction, Township MFT accounts were reviewed and signed by committee members
- **New Business:**
 - Resolution to award County rock
 - Committee recommended approval to low bidders
 - Resolution to award County and Township Culverts
 - Committee recommended approval to low bidders
 - Agreement between IDOT and County for federal funding of Oklahoma Bridge replacement
 - Committee recommended approval
 - Agreement between IDOT and County for grant funding of Neoga Road Bridge replacement
 - Committee recommended approval
 - Submittal of Annual Report
 - Description of County snow removal/control process was explained by Alan Spesard and recommended installing new salt spreader and plow in Forman's pickup truck to help in severe snow storms
 - Committee agreed
 - Completed ROW procurement of land for Oklahoma Bridge project - \$9000 per acre
 - Cold Spring closed bridge – replaced with two tank cars and is reopened
 - Windsor closed bridge – repair of cap and timber piles by Schmidt Construction
 - Clarksburg township bridge replacement project – bridge was reopened on December 14th
 - Improvements to equipment cold storage building is being planned as a Winter fill in project
 - Union contract Bereavement being used as sick time
 - Rock Hauling, Cold Mix, and Clarksburg township railroad crossing bid letting scheduled for February 8th
 - Waterline scheduled to be installed along Lakewood County Highway
 - Marvin Hapner retires after 34.5 years – Alan Spesard said that he would like to have a cookout for Marvin to honor his years of service
 - Committee agreed
 - Review of road improvement priorities will began at the next meeting
- **Old Business:**
 - Cold Spring Highway Commissioner requests recently closed bridge to be replaced; – Cold Spring commissioner asked for low water crossing
 - Notified of contaminated soil in Village of Herrick – State's Attorney is contacting an environmental lawyer for review
 - We have a significant backlog of design projects: Neoga Road Bridge (Major bridge federal grant – shooting for a March 2013 letting); Shelbyville Township RRxing approach (100 % State funding – due in December 2013); Clarksburg rrxing approach (100% State funding – due June 2013); Oklahoma Bridge (80% federal funding; \$200K DCEO grant funding);

ROAD & BRIDGE COMMITTEE

Agenda January 7th, 2013

Prairie/Richland township bridges (80% federal funding; 16% state; 4% local); Rural township funding submittal for rrxing approach; Repair bridge in Windsor Township (50/50 with township) December 10th; Clarksburg Cty Highway rrxing approach; 2 Okaw township rrxing approaches

- December 10th: Received Subpoena from Kanoski & Associates on maintenance records for flashing lights on Moweaqua/Il Rte 51 – deposition will probably occur on Jan. 21st.

- **Adjournment: Next meetings scheduled for February 8th and 11th**

ROAD & BRIDGE COMMITTEE

Meeting Minutes

January 4, 2013

- **Roll Call** in alphabetical order: Bruce Cannon, Dave Cruitt, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
 - The annual culvert and rock bids were publicly opened and read.
- **Adjournment:** Next meeting scheduled for January 7, 2013

Shelby County Treasurer
 Monthly Report of Investments
 1-Jan-13
 Bank Balance: \$12,374,470.42

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$ 640,131.88	MMD		
\$ 1,853,534.84	MMD	General Fund	\$ 2,247.07
\$ -			
\$ -		County Payroll Clearing	\$ 30,486.33
\$ -			
\$ -		Section 105 Claims	\$ 2,000.00
\$ -			
\$ 53,540.15	PB	County Health Fund	\$ -
\$ 125,899.04	CD		
\$ 19,231.96	MMD	County Health-TB	\$ -
\$ 37,696.47	MMD		
\$ 44,536.47	MMD	Animal Control Fund	\$ -
\$ 23,462.66	MMD		
\$ 107,647.89	PB	Ambulance Fund	\$ -
\$ 152,532.39	MMD		
\$ 1,108,767.45	MMD	Mental Health Fund	\$ -
\$ -			
\$ 1,537,768.94	PB	IMRF Fund	\$ -
\$ -			
\$ 356,962.46	PB	Social Security Fund	\$ -
\$ 54,610.28	CD & MMD		
\$ 37,321.11	PB	Indemnity Fund	\$ -
\$ -			
\$ 3,317.25	PB	Court Security Fund	\$ -
\$ -			
\$ 233,777.66	MMD	County Bridge Fund	\$ -
\$ -			
\$ 293,267.93	PB	County Highway Fund	\$ -
\$ -			
\$ 83,561.86	MMD	FASM Fund	\$ -
\$ -			
\$ 575,750.70	MMD	County Motor Fuel Tax Fund	\$ -
\$ -			
\$ 16,845.18	PB	Tourism Fund	\$ -
\$ 97,416.59	CD & MMD		
\$ 241,928.14	PB	Probation Fund	\$ -
\$ 55,000.00	CD & MMD		
\$ 35,739.00	PB	Assist Court Fund	\$ -
\$ -			
\$ 4,841.07	PB	Law Library Fund	\$ -
\$ -			
\$ 88,326.68	PB	Automation Fund	\$ -
\$ -			
\$ 117,547.43	PB	Recording Fund	\$ -
\$ -			
\$ 4,292.00	PB	Drug Traffic Fund	\$ -
\$ 65,290.91	CD		
\$ 44,646.13	MMD	Airport Fund	\$ 2,616.42
\$ 242,332.64	CD & MMD		
\$ 657,325.24	MMD	Home Nursing Fund	\$ -
\$ -			
\$ -		W.I.C. Fund	\$ 41,223.11
\$ -			
\$ 81,426.90	MMD	Local Bridge Fund	\$ -
\$ -			
\$ -		Township Bridge Fund	\$ 30,062.63
\$ -			
\$ -		Township Construction Fund	\$ 369.13

\$ -	MMD		
\$ 940,993.91	MMD	Township Motor Fuel Tax	\$ -
\$ -			
\$ 1,149.39	PB	Estate Tax Fund	\$ -
\$ -			
\$ 276,196.37	PB	Minor Unknown Heirs Fund	\$ -
\$ -			
\$ 147.40	PB	Probation Drug Testing	\$ -
\$ 42,452.64	MMD		
\$ 177,467.47	PB	Drainage Fund	\$ 789.80
\$ -			
\$ 43,619.13	PB	Document Storage Fund	\$ -
\$ 82,132.87	MMD		
\$ 47,272.18	PB	Misc County Health Fund	\$ -
\$ 27,007.13	MMD		
\$ 5,586.60	PB	Litigation Fund	\$ -
\$ 208,453.96	CD		
\$ 212,030.67	PB	Revolving Loan Fund	\$ -
\$ -			
\$ 13,448.29	PB	Victim Impact Panel Fund	\$ -
\$ -			
\$ 770.89	PB	States Attorney Forf Fund	\$ -
\$ -			
\$ 8,614.27	PB	Rescue Squad Fund	\$ -
\$ -			
\$ 19,146.92	PB	DUI Equipment Fund	\$ -
\$ -			
\$ 226,372.97	PB	GIS Fund	\$ -
\$ -	CD		
\$ 293,656.70	PB	Capital Improvement Fund	\$ 367,891.12
\$ -			
\$ -		Pet Population	\$ 14,036.86
\$ -			
\$ -	MMD	EMA Special Fund	\$ 60,506.41
\$ -			
\$ -		County Health Petty Cash	\$ 135.64
\$ -			
\$ -		Probation Petty Cash	\$ 50.00
\$ -			
\$ -		County Treasurer Cash	\$ 5,000.00
\$ -			
			\$ 12,280,211.58

County Collector Accounts

Shelby County State Bank-Checking	\$ 4,710.01
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 124.75
First National Bank of Assumption	\$ 139.58
Community Banks of Shelby County-Cowden	\$ 158.09
Shelby County State Bank-Strasburg	\$ 358.01
First Federal Savings & Loan-Shelbyville	\$ 195.05
Busey Bank-Real Estate Tax Trust Account	\$ 5,075.62
Shelby County State Bank-Shelbyville-Money Market	\$ 2,016.84
Busey Bank-Money Market	\$ 6,502.07
Ayars State Bank-Moweaqua	\$ 219.80
Shelby County State Bank-Findlay	\$ 224.56
First National Bank of Pana	\$ 259.37
Peoples Bank of Pana	\$ 185.24
Prairie National	\$ 193.63
Shelby County State Bank-Windsor Branch	\$ 199.92
Dewitt Federal Savings & Loan-Moweaqua	\$ 117.87
Sigel Community Bank	\$ 229.63
Shelby County State Bank-Moweaqua	\$ 154.34
Illinois Epay	\$ 72,994.46
	\$ 94,258.84

CERTIFICATE OF DEPOSITS
January 1, 2013

General Fund(001)
Community Banks of Shelby County-MMD# 390

.20% Interest \$ 640,131.88

Animal Control Fund(003)
Community Banks of Shelby County-MMD# 390

.20% Interest \$ 37,696.47

Ambulance Fund(004)
Community Banks of Shelby County-MMD# 390

.20% Interest \$ 23,462.66

Mental Health Fund(005)
Community Banks of Shelby County-MMD# 390

.20% Interest \$ 152,532.39

Indemnity Fund(008)
Community Banks of Shelby County-MMD# 390

.20% Interest \$ 9,610.28

Probation Fund(016)
Community Banks of Shelby County-MMD# 390

.20% Interest \$ 97,416.59

Home Nursing Fund(024)
Community Banks of Shelby County-MMD# 390

.20% Interest \$ 117,332.64

Miscellaneous County Health Fund(043)
Community Banks of Shelby County-MMD# 390

.20% Interest \$ 82,132.87

County Health Fund-TB(002)
Ayars State Bank-CD# 3162
Matures 1/27/2013

.25% Interest \$ 125,899.04

CERTIFICATE OF DEPOSITS
January 1, 2013

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 2/8/2013 .30% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 04/16/2013 .30% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 2/14/2013 .40% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .10% Interest	\$ <u>208,453.96</u>
Airport(022)	\$ <u>65,290.91</u>
TOTAL	\$ <u>1,784,959.69</u>