



# MACON COUNTY HIGHWAY DEPARTMENT

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## MINUTES

December 21, 2011

The Macon County Transportation Committee meeting was held on Wednesday, December 21, 2011 at 5:30 p.m. located at the Macon County Office Building, 141 S. Main St., Decatur, IL.

### TRANSPORTATION COMMITTEE MEMBERS PRESENT:

David Williams

Don Westerman

Jay Dunn

Mark Wicklund

Patty Cox

Bryan Smith

Kevin Meachum

Susanna Zimmerman

### TRANSPORTATION COMMITTEE MEMBERS ABSENT:

### HIGHWAY DEPARTMENT SUPPORT STAFF PRESENT:

Bruce Bird, County Engineer

Amanda Askew, Office Assistant

### OTHERS PRESENT:

Gary Minich

Randy Waks, Assistant State's Attorney

### CALL TO ORDER:

This meeting was called to order by Chair Bryan Smith at 5:30 p.m.

### ROLL CALL:

David Williams

Patty Cox

Jay Dunn

Mark Wicklund

Don Westerman

Kevin Meachum

Susanna Zimmerman

Bryan Smith

### APPROVAL OF THE MINUTES:

Jay Dunn made a motion to approve the minutes from November 16, 2011, seconded by Mark Wicklund. Motion Carried 8-0

### APPROVAL OF THE BILLS:

David Williams made a motion to approve the bills as presented, seconded by Kevin Meachum. Motion Carried 8-0

### NO PUBLIC COMMENTS

**OLD BUSINESS:**

**FUEL SUPPLIER**

David Williams stated we have talked about this for the last three months as a result of a lengthy conversation at our last meeting it was suggested that we form a sub-committee including a professional engineer, someone from the Sheriff's Office, and I stepped in your absence as a committee chair. We took a look at both what Evergreen FS and Morgan Distributing (MDI) had to offer. As a result of our meeting in October it was suggested by myself that we take a look at the combined purchasing power of the County and our fuel uses. We looked at the usage and the needs of the Sheriff's Department and the Highway Department as a result of the meeting Max Austin, Bruce Bird and myself came to the conclusion that MDI was our best supplier that would meet our needs. There is a Memorandum of Understanding in the packet this evening. I had Mr. Waks review that, it is not a contract it does not bind the County to use MDI as the sole fuel supplier it also does not bind MDI to the prices that are quoted. We felt that this was the best route to go. The Sheriff's Department is probably going to be the big winner in this because of the prices that we negotiated. I called Rich Leihser from Evergreen FS and advised him of our decision. I thanked him for the interest and told him that the process has actually been an eye opener to us and that both the Highway Department and the Sheriff's Department would keep a close watch on their expenses and that we would at some point in the future potentially entertain the notion of doing business with them. Depending on how our experience has been with MDI, but at this time it was not at all anything to do with the quality or the service. It was just based on the fact that we felt we needed to use our combined purchasing power. I sent a letter to Evergreen FS in that affect dated November 28, 2011. Effective the 31<sup>st</sup> of this month it is our intent to do business with MDI. Kevin Meachum stated I am looking at this Macon County Fuel & Lubricant Proposal, the first line says 24 month gas, fuel, and lubricant contract. I think that needs to be stated a lot different. There needs to be line added saying that Macon County has no obligation, they have the right to buy fuel other places if it is warranted or something of that affect. Randy Waks stated I missed that first line. Kevin Meachum stated a contract means contract. Randy replied yes contract means contract, I feel a lot better if that line did not exist. David Williams stated we will draft something up and have the Board Chairman sign it, if that is agreeable with everyone. I think that from this point on Mr. Bird and Sheriff Schnieder or Mr. Austin from the Sheriff's Department can keep a closer look at what they are spending and move forward however they see fit. Kevin Meachum stated I still feel strongly that we need to have a line in here saying that Macon County has no obligation to MDI if they so desire to go purchase fuel from another source at any given time. Randy Waks stated I think we can say that either party can terminate the Memorandum of Understating with 30 days notice. Kevin Meachum asked why would you need 30 days notice if it not a contract. Randy replied you would want them to be able to walk off today and not give you any notice and we would be without fuel, is that your suggestion? Kevin Meachum stated we would not be without fuel there are other people that can do it at any given time. Randy Waks stated if everybody is in agreement that they can terminate right now and say we are not delivering tomorrow morning you better get a different supplier. If your all in agreement then that is okay with me. Kevin Meachum asked Bruce if 30 days was realistic. Bruce replied yes that is fine, that is kind of a standard. Kevin Meachum agreed. Randy Waks stated I am coming from 30 days is reasonable and I think if you want to terminate the understanding instantly I think that leaves both sides without any remedies and it is pretty unreasonable. If that is what you want to do unreasonable is fine with me. Kevin Meachum stated no, I just asked. David Williams stated so do we want the whole first sentence off their altogether. Bryan Smith replied I think Mr. Waks wants to take that out and he will. Randy Waks stated and if you would like to put in its place the understanding can be terminated by either party with 30 days notice. Bryan Smith replied I think that is appropriate. Is everybody under agreement to proceed with that? Everyone agreed.

**NEW BUSINESS:**

Resolution appropriating funds to cover engineering expenses on Section 10-00235-00-MG, the 2012 HVAC Replacement Project. Bruce stated this is for the work the design engineer with onsite engineering. They were out to review the project to make sure it was going properly. Typically on that type of work it is on an onsite basis. It will depend on how long it will take and what they are reviewing and what not. That is an extra above and beyond whatever the engineering design work that is part of the original contract. This is intended to cover that work they did onsite for us. Bryan Smith asked who the engineer was. Bruce replied GHR Engineers out of Champaign. Patty Cox asked if this was already completed. Bruce replied yes. Kevin Meachum made a motion to approve, seconded by Patty Cox. Motion carried 8-0.

Resolution appropriating funds to cover construction expenses on section 11-00239-00-DR, the 2011 Annual Drainage Project. Bruce replied these are actual construction costs. Total cost of this project was just shy of \$400,000 so this a pretty small increase. Mark Wicklund made a motion to approve, seconded by Patty Cox. Motion carried 8-0.

Resolution appropriating funds to cover construction expenses on Section 05-00198-00-BR, the replacement of the Finley Creek Bridge on Baltimore Ave (CH 7). Bruce stated this is the south bridge that is under construction on Baltimore, based upon the bid price for the project we are responsible for a 20% match to the Federal Funds on there. Compared to the original estimate versus what the low bid was on the project our match went up a little bit. This is to cover the increase to get up to cover the 20% match. Kevin Meachum made a motion to approve, seconded by Susanna Zimmerman. Motion carried 8-0.

Resolution approving an Intergovernmental Agreement between the City of Decatur and the County of Macon covering Public Transportation. Bruce stated this is one of at least three steps that we have to go through to provide the complete Rural Transit package that we have been looking at for several years now. This covers just what is known as the gray areas, that is areas that are located within the urban area that are defined and paid for with urban dollars, but is not served by the Decatur Public Transit system. In essence this agreement is the City saying they give us permission to serve those areas and as a bonus as part of this agreement they will use their Federal urban dollars and reimburse us the cost of that service up to 65%. Bryan Smith asked for an example of a grey area in the County. Bruce replied it is wherever their fixed route goes there is a ring of  $\frac{3}{4}$  of a mile. David Williams stated Harristown area is not served; there is an area of Forsyth, Long Creek, and Mount Zion. Bruce stated anywhere where their fixed routes go everybody is expected to walk  $\frac{3}{4}$  of mile to get on a fixed route bus. Those are the area that you are talking about. The tricky part about it is, yes they are all Federal Funds that come to use to provide both the Urban Transit System and the Rural Transit System, but they come out of two pots of money and you cannot cross them. David Williams made a motion and to forward to the Full Board, seconded by Mark Wicklund. Jay Dunn stated on page 2, number 3, section A the first sentence there what kind of a commitment is that. In the earlier language it says the City and the County have the authority to provide transportation. This sounds like a little stronger language. Is that committing us to providing it? Bruce replied when we look at it under that section you have to take all (A, B, C, & D) sections together. We agree to provide that transportation in that area because the City is not. Randy Waks stated also, at the end of A, it says all pursuant to the application made by the County. So we made application and if it is granted we provide the service. If the application is not granted then we do not provide the service and the application includes funding. Motion carried 8-0.

**NEW BUSINESS CONTINUED:**

Resolution approving the disposal of used equipment. Jay Dunn made a motion to approve, seconded by Patty Cox. Kevin Meachum asked Bruce if the opportunity for the Townships and Municipalities came first. Bruce replied yes as usual, they get first crack at it, then the public, then they go to the junk yard if they don't sell. Motion carried 8-0.

**COUNTY ENGINEER'S REPORT:**

Bruce stated we still have ongoing projects. Both of the bridges on Baltimore are still under construction, the weather has been wonderful for that. A lot of road construction you cannot do in weather like this, but all the substructure type work and things like that on bridges you can. They are really making some headway out there.

County Highway 30 between Route 48 and Route 51, west of Elwin, they are still working out there. Hopefully by this time tomorrow we are going to have that first box location area where that bridge was reopened back up. However, we got notice today from the contractor that they are going to be closing the section between Bowman and Woodcock the day after Christmas. They will have the sections delivered and be working out there. The main reason they are doing that is because if the weather is good this time of year they have to go.

Our guys have been keeping busy crack sealing and minor ditch work. I still cannot believe we have not had a measurable amount of snow fall and it is four days before Christmas.

We got a thank you note from a local gentleman, member of the Illinois Terminal Historic Society. We found some documents going through our old archives, really useless to us; they were letters on Railroad letter head from a railroad that meant a lot to this community a long time ago. I found a local man who is part of the Historical Society and gave him those documents. He really appreciated that. We were probably just going to recycle them.

All of you received a flyer; yes you can survive an earthquake. This past Friday we had a training session with our employees and township employees and anybody else that was interested in showing up. Mr. Phil Anello from IEMA came over. Phil's specialty since he moved to IEMA is to help put together and manage the earthquake response program for the entire state of Illinois. I had done some training several years ago to evaluate structures after an earthquake. I knew some of the stuff, but I did not know everything. Phil came in and gave a presentation showing the program, how we do it, and what we are doing. Also, to give everybody an idea if you did have a significant earthquake in southern Illinois how we would be involved. Depending on the strength of it we may have some damage up here. Nothing like what they would have. When you consider that all the surrounding states around Southern Illinois, they would not be getting any help from anybody down there. Any help in this state would come from people up here. We would probably be driving trucks or hauling stuff down, or providing technical services such as determining if people's homes were safe to move back into and the structural capacity of it. I learned some things that I did not know. I found out from Phil that a major liquefaction zone covers the western half of Macon County. That is a huge seam of sand under that part of the County that is saturated with water all the time, if you have an earthquake that will turn to jell-o. Anything above it will no longer be supported. We would probably have some serious issues with some of our bridges and houses and large structures in that area. It is a very large area covering most of Austin Township. You can check out some of the websites if you would like, there is some very interesting information.

**COUNTY ENGINEER'S REPORT CONTINUED:**

David Williams asked Bruce to elaborate on the email I sent you about the bridge on W. Washington St. Bruce stated we had our consultant get started on it. We got into a scrum with IDOT about what would be a low cost option to reuse the deck beams. First they told us we could use one option, then we spent the money and made preliminary proposal. We gave it to them and they said what are you giving us this for we didn't say you could do this. We went back and forth for a while; we are back on the same page. They say that they like it and they are going to use it as a test case for future projects. It will not be in place for spring planting season, but unless we run into major issues along the way we should have in place by this fall.

**MISCELLANEOUS BUSINESS:**

Bryan Smith asked Bruce I noticed eastbound on Lost Bridge Road approaching the bridge at the lake, has some really bad places in it. There needs to be some patching or something done there. It is really rough. The same thing is on Lost Bridge if you are going toward Mount Zion around that curve. Just after the curve there is a bad place. There was an incident where the road was all tore up at night and traffic was detoured. Bruce stated I noticed about a week ago there is an open cut there with rock in it, is that what you are talking about. Bryan replied yes. Bruce stated that would have been emergency work by utilities. Bruce said I would assume in that location it was a water main. Kevin Meachum stated email me that information at the office that is City.

**NO CLOSED SESSION**

**ADJOURN:**

David Williams made a motion to adjourn, seconded by Jay Dunn. Motion Carried 8-0.  
Meeting adjourned at 5:56p.m.

***The next Transportation Meeting held at the Macon County Office Building will be Wednesday, January 25, 2012 at 5:30 p.m.***

Minutes submitted by:  
Kathy Gerhold & Amanda Askew  
Macon County Highway Department