

June 11, 2024

SHELBY COUNTY BOARD MEETING AGENDA
June 13, 2024 - 7:00 P. M.
Courtroom A - Shelby County Courthouse

1. Call to Order- Pledge of Allegiance -Prayer
2. Roll Call
3. Approval of Minutes from May 9, 2024
4. Michael Tappendorf, County Highway Engineer -County Highway Report - Discussion and vote to approve the following:
 - A. Supplemental Resolution for amendment of Resolution 2020-49 and Supplemental Resolution 2023-20, improvement under IL Hwy Code to amend and approve funds for an additional \$41,000 for the construction and engineering costs associated with the construction of Bridge 087-3000 on Co Hwy 21 over a tributary to Flat Branch Creek. Rebuild Illinois Funds used for project. Total cost currently at \$650, 872.05
 - B. 50/50 petition from Richland Township Highway Commissioner to demolish and construct a new bridge SN 087-3148 on TR 199 (1200N-9.5 miles SW of Windsor). Petition for Phase 1 & 2 engineering only. Estimated costs of preliminary engineering will be \$38,395 (80% from State - Township Bridge program, 10% to be split between County and Township - \$3,840 each)
 - C. Resolution to approve engineering agreement with Civil Design Inc to assist in the structural design, hydraulic study, and all other necessary items for reconstruction of structure 087-3148 over Richland Creek (Funding same as above)
 - D. 50/50 petition from Cold Spring Highway Commissioner to construct drainage improvements (CR 850N in Section 8, just W of CH15), estimated cost is \$10,425 to be shared equally by County and Township
 - E. 50/50 petition from Ash Grove Highway Commissioner to construct drainage improvement (CR 1350N in Section 11, just W of 3475E), estimated cost is \$7,600 to be shared equally by County and Township
5. Scott McKee, Zoning Administrator - Discussion and vote to approve:
 - A. Amendment requiring Utility companies to sign a Road Use Agreement for the installation of overhead transmission lines
 - B. Amendment to the fees schedule for Communication Towers
6. Discussion and vote to approve State's Attorney budget amendment request for additional \$21,400 to Second State's Attorney line item 001-007-5010
7. Discussion and vote to approve Coroner's budget amendment request for additional \$12,000 for Coroner Fee fund equipment purchase 063-057-5410 (funds to come from cremation account)
8. Discussion and vote to approve an audit of State's Attorney office pursuant to 55 ILCS 5/9-31005
9. Upon recommendation of the Farm Committee, discussion, and vote to approve Stu Fox to plant and harvest beans on the County Farm (Fox will provide equipment/manpower at no costs to the county, seed beans are donated), and mow the waterways, road, and cemetery with all proceeds from bean harvest to go to Shelby County
10. Discussion and vote to approve the purchase of chemicals for county farm and crop insurance not to exceed \$23,000
11. Discussion and vote to approve Kenny Compton to mow the county farm waterways, lane, road, and cemetery for \$6,000 (\$30 an acre) ONLY if not farmed
12. Discussion and vote for a cover crop with an estimated cost of \$19,000, no estimate available for application
13. Discussion and vote on Dive Team Resolution upon recommendation of the Public Safety Committee
14. Discussion and vote on Dive Team SOP/SOGs upon recommendation of the PSC
15. Discussion and vote on the Dive Team Application upon recommendation of the PSC
16. Discussion and vote to approve timekeeping policy at the recommendation of the Legislative committee
17. Committee Reports

18. Chairman Updates

19. Chairman Appointments -

Walt Lookofsky - Airport & Landing Fields Commission - 3-year term

John Hall - Airport & Landing Fields Commission - 3-year term

Dr. John Brix - County Health Board - 3-year term

Dr. Rick Brown - County Health Board - 3-year term

Cynthia Alepra, Greg Miller, Maria Shafer, David Ogden, Mark Shanks - Shelby Co. Tourism Committee (1-year term) at the request of Tourism Director Freddie Fry

Appointments (2) to West Central Development Council - Teresa Boehm Shawne Martz and Bobby Orman to Rescue Squad committee (to replace Boehm and Davis)

20. Correspondence

21. ARPA fund update

22. Old Business

23. Approve payment of claims

24. Public Body Comment

25. Adjournment

Prayer is given by Board member Sonny Ross

Please silence cell phones during the Board meeting

SHELBY COUNTY BOARD MEETING

June 13, 2024 – 7:00 P.M.

Video of meeting can be viewed at shelbycounty-il.gov (Shelby County YouTube channel)

The Shelby County Board met on Thursday, June 13, 2024, at 7:00 P.M in Courtroom A of the Shelby County Courthouse.

Chairman Robert Orman called the meeting to order. All those present said the Pledge of Allegiance, and Board member Sonny Ross gave the prayer.

County Clerk Jessica Fox called the roll. Bennett, Martin, Martz, and Nelson were absent. Edwards was tardy entering the meeting at 8:25 PM.

Minutes for the May 9, 2024, County board meeting were presented for approval. McCormick made motion to approve the minutes. Mayhall seconded said motion, which passed by voice vote (16 yes, 0 no).

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

Michael Tappendorf, County Highway Engineer, addressed the board to give his monthly report and request approval for 2 resolutions and 3 50/50 petitions. Tappendorf updated the board on projects his staff has been busy with the past month. (See department report attached to these minutes). Construction season has begun, and the outside team has been busy with various projects. The front office team has been busy with day-to-day operations as well as coordinating guardrail replacement throughout the county.

Tappendorf presented for approval a resolution to allocate an additional \$41,000 for the construction and engineering costs on Bridge 087-3000 on County Highway 21 east of Moweaqua. Brown made motion to approve the resolution. Wallace seconded said motion, which passed by roll call vote (16 yes, 0 no). Ayes: Amling, Brown, Boehm, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

A 50/50 petition from the Richland Township Highway commissioner to demolish and construct a new bridge SN 087-3148 on TR 199. This bridge is located 9.5 miles southwest of Windsor and estimated costs for preliminary engineering will be \$38,395. 80% will be funded from the State – Township Bridge program. The remaining 20% will be shared equally by the County and the Township with estimated costs being \$3,840 for each entity.

Williams made motion to approve the petition. Firnhaber seconded said motion, which passed by roll call vote (16 yes, 0 no). Ayes: Amling, Brown, Boehm, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

A resolution to approve an engineering agreement with Civil Design Inc to assist in the structural design, hydraulic study, and all other necessary items for the reconstruction of 087-3148 was presented for approval. Brown made motion to approve the resolution. Williams seconded said motion, which passed by voice vote (16 yes, 0 no). Ayes: Amling, Brown, Boehm, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

The next 50/50 petition was from the Cold Spring Township Highway Commissioner to construct drainage improvements on County Road 850 N in Section 8, just west of CH 15. Estimated costs are \$10,425 to be shared equally between the County and the Township. Brown made motion to approve the petition. Tate seconded said motion, which passed by roll call vote (16 yes, 0 no). Ayes: Amling, Brown, Boehm, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

The final 50/50 petition was from the Ash Grove Township Highway Commissioner to construct drainage improvements on CR 1350N in Section 11, just west of 3475E. Estimated cost is \$7,600 to be shared equally by the County and the Township. Brown made motion to approve the petition. McCormick seconded said motion, which passed by roll call vote (16 yes, 0 no). Ayes: Amling, Brown, Boehm, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

Zoning Administrator Scott McKee was unable to attend the meeting due to illness. McKee had requested approval from the board for Zoning Ordinance amendments to require utility companies to sign a road use agreement for the installation of overhead transmission lines and amend the fee schedule for communication towers.

Firnhaber made motion to approve the ordinance amendments. McCormick seconded said motion. Discussion was held. Boehm asked what the purpose of the ordinance was and why McKee had written it since it dealt with road use issues. Boehm stated there are all kinds of permits that involve the State, the county, and utility companies also have processes they have to follow, so she doesn't understand what the purpose of this ordinance is.

Boehm made motion to table to Zoning ordinance amendments until McKee could be present to explain them. Cole seconded said motion, which passed by voice vote (15 yes, 1 no – Ross).

At this time, State's Attorney Ruth Woolery addressed the board requesting an amendment for the State's Attorney budget. Cole made motion to approve the amendment, McCormick seconded said motion. Discussion was held.

Woolery requested a \$4,600 amendment to the first ASA line item since that line item has an overage of \$4,614.80 due to the severance agreement payout of \$74,030 paid to prior ASA Ambroziak on May 10. Woolery also needs to amend the second ASA line item by \$16,800 in order to hire an assistant state's attorney. Woolery stated she would only need one assistant as the office is

not busy enough to require the use of 2 assistant states attorneys. Woolery stated it is necessary to have a competitive salary as there is currently an attorney shortage, especially in the 4th Circuit. The Victims Witness Coordinator grant also lapsed since paperwork was not submitted by the prior administration so the entire salary will need to come from the deputy clerk line item and there will be no reimbursement from the State until that grant is applied for, which the office is currently working on doing. The VWC grant runs through Jan – June, and June – Jan. The county will receive no grant reimbursement for that position until January 2025, if it is even awarded at that time. Discussion was held about the need for an emergency, but 55 ILCS 5/6-1003 also says by 2/3 vote of the board, a budget may be amended for personnel.

On Cole's motion, with McCormick's second, the budget amendment of \$21,400 for the State's Attorneys office passed by roll call vote (16 yes, 0 no). Ayes: Amling, Brown, Boehm, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

Coroner Brad Phegley updated the board he plans to move funds from the cremation account (to be used for equipment) to his Coroner Fee Fund budget so he can purchase a battery-operated Stryker cot. Phegley has the opportunity to purchase a refurbished Stryker cot which supports 700 pounds for \$11,000. Phegley stated these cots cost \$25,000- \$30,000 new. Phegley said they have had several heavy victims lately and he is concerned about the potential for back injuries with his coroner's deputies and the purchase of this cot is too good of a deal to pass. No taxpayers' funds will be used for this purchase.

Ross made motion to approve an audit of the State's Attorney's pursuant to 55 ILCS 5/9-31005. Williams seconded said motion. Discussion was held about what auditor would conduct this audit; no auditor was proposed for this audit. It was questioned if any funds were handled by the State's Attorney office during Mr. Hanlon's time here, but there is a statutory requirement to conduct an audit when an office has been vacated by an elected official where management or control of county funds has occurred. Ross stated he would urge a yes vote that this audit is performed. The question was asked again who the auditor would be that would conduct this audit. Williams stated the Legislative committee would make a recommendation for an auditor at the July meeting. Ross's motion, with William's second, passed by voice vote (16 yes, 0 no).

Boehm made motion to approve Stu Fox to farm the county farm at no cost to the county. Cole seconded said motion. Discussion was held. Cole explained this agreement is not a lease, crop share, or custom farm. The county would pay for the chemicals and the insurance. It was stated the board has voted to plant a cover crop twice. Planting a cover crop will cost approximately the same as the chemicals/insurance. If the board approves allowing Fox to farm by planting beans, the county can expect a return of \$100,000. Fox will also mow the farm/cemetery at no costs to the county. Last year it cost \$500 both times the farm was mowed. To just disc the weeds, it was \$6,000 for a one-time disc job. Cole stated the county could spend approximately the same amount of money and get nothing, by allowing Fox to farm the county can generate a revenue that would/could be put into the general fund to offset county expenses. Orman stated whether something is farmed for free or not, it is still a custom farm arrangement and subject to 1049.2. McCormick said that beans are a cover crop. Cole said the board never voted on planting a cover crop because the farm committee has never had any prices on planting a cover crop. The statement was made that if this agreement was subject to 1049.2 there were not enough members in attendance to vote on this. Ross made motion to table, Williams seconded, which failed by voice vote (8 yes, 9 no - Brown, Boehm, Cole, Hardy, McCormick, Morse, Mayhall, Tate, and Wallace).

Discussion continued, Cole stated a cover crop was farming, to which Orman stated a cover crop was not an investment into a return, it is to maintain the property, no different than mowing the lawn, a cover crop is to protect from weeds and soil erosion. McCormick said that soybeans would accomplish the same thing, until the combine is run. Wallace stated as long as the taxpayers know there is a threat of a lawsuit if we farm and are ok if the county spends money to defend a lawsuit, the county should take the \$100,000 and if we have to defend ourselves in court, we can use that \$100,000. The question continued to be asked about the votes needed to pass this farming agreement. Hardy asked if we could not get another board member in here to have 17 members present, so we could get this voted on. Orman than asked if the county has an ordinance. Williams said 1049.2 requires the farming to be bid and it has not been bid. Williams stated he understood the limited expenses, but 1049.2 still says it has to be bid, this is an investment in something that bears risk, the board doesn't have to plant a cover crop we could just disc it. Cole stated the bid process was for a lease, this is not a lease, this is free and how do you bid free. Boehm asked why the State's Attorney had not been asked about the legality of this, as she was sitting right here. Woolery stated opinions of attorneys differ in all areas of law. Woolery stated she did not read the investment act to include money into crops, she read that as money put into banks. The law is written to be read very strictly; the laws are not written to be expanded upon, in her opinion. Woolery said this is a gift, which the law allows to government entities. Woolery researched the vote requirements and said the statute specifically states lease of county property, since this is not a lease, it would only require a majority vote of the members present, and not ¾ vote of the entire board. Williams stated perhaps the board should wait until Woolery could provide a written legal opinion. Some board members voiced there is not time for that, as insurance needs to be purchased. Fox said there is a threshold there, where if the beans don't yield so many bushels, the crop insurance kicks in, which is currently \$519/acre guaranteed and he has until June 20 to get the beans planted. Williams stated the farm sale resolution passed at the May 9 meeting, stated the sale would include the whole bundle. Mayhall asked if the buyer would buy the fines/fees for noxious weeds. Orman said the county board would have to approve those fines/fees if they were enacted by the health department. Orman said he looked at that as Dillions Rule comes into play with the investments act that if there is no definition, there is prohibition. Woolery stated if there is no definition, you use the common understanding of the word, Woolery stated we are talking about financial investments, but she would not look at paying money into a crop as a financial investment for the county. Amling said there was an issue of liability, to which Fox stated he has his own liability insurance and would provide a copy of that certificate to the County Clerk's office. Williams stated 1049.2 subparagraph B, sentence 2 bundles

custom farming, crop share arrangement into a lease, and this would require a $\frac{3}{4}$ vote. Fox informed the board that his liability insurance would take care of his and him and any damage his would do to his farm. Fox said to make the sale pending after the crop is harvested. Williams said one of the prime seasons for selling farm ground is late July, August, early September that was the reason for wanting to get the ground sold. Firnhaber referred to the investment act again and said the county could not spend or invest public funds into chemicals. (30 ILCS 235/2). Ross stated he was still not clear on the vote requirement, whether it requires a $\frac{3}{4}$ vote, or a majority. Orman stated he feels it requires a $\frac{3}{4}$ vote and an Ordinance. Williams stated the county investment policy does not include farming and inputs for farming. Cole said there is \$167,000 budgeted for the farm. Orman said the budget was made last year in preparation for a corn crop and that was prior to the July meeting, when it was decided the taxes were inappropriate and there was no public purpose, but the farm budget had been approved, prior to the July 2023 meeting. Orman said he submitted that budget prior to Cole taking over as Chairman of the committee. Orman asked if agenda item 10, \$23,000 chemical/insurance purpose, and agenda item 11 mowing the farm/cemetery were contingent on 9, to which Cole responded yes. 1049.2 was again referenced for the voting part, Orman said the vote was $\frac{3}{4}$ of the total board, which is 22 members. At this time, Fox said the chemicals/insurance would be paid for, and there would be no expense to the county. Fox said the people that vote against this can explain to taxpayers while they are against making money for our county. Woolery said the lease required $\frac{3}{4}$ vote, Orman said it was a custom farm whether it was free or not. Morse stated it was a gift, Orman replied with intent to profit. Shuff asked if the board could get another member into the meeting to vote. Orman said the county doesn't have an Ordinance. Woolery said she pulled up a legal definition of custom farming, which includes the word for hire. At this time, the board was told Julie Edwards was on her way to the meeting, which would make the 17th member and $\frac{3}{4}$ vote. Shuff asked Woolery her opinion on the ordinance. It was an either/or Woolery stated, regardless of paragraph A the board can do paragraph B. Ross said the farming would not be a lease, or a crop share, it is a custom farm, the bid process is irrelevant because it is free, and he was trying to figure out any if of 1049.2 was applicable to this situation. Woolery said even if it did apply how does the board bid free? It was determined the board could do a majority vote because they would not be following any portions of 1049.2 according to Woolery, the board was not spending any money, it was a gift.

Boehm called for the vote. Boehm's motion, with Cole's seconded passed by voice vote (15 yes, 1 no – Firnhaber).

Edwards entered the meeting at 8:25 PM.

Ross made motion to approve the Dive Team resolution upon recommendation of the PSC. McCormick seconded said motion. Mayhall explained this resolution was prepared after discussion with the insurance company, this resolution makes a declaration of a dive team. The resolution was pared back to be much simpler and the SOP/SOG will define more of the dive teams roles for insurance purposes. Ross explained a lot of what was in the prior resolution has been moved to the SOP/SOGs which will also be voted on by the board. Ross encouraged a yes vote and felt it was a good document. Approval of resolution passed by voice vote (17 yes, 0 no).

The next document presented for approval was the Shelby County Dive-Rescue Team SOP/SOGs. Ross made motion to approve, seconded by Mayhall. Discussion was held. Commander Pritchard explained procedures are what you follow, and guidelines provide some wiggle room. Under Section 1 Response Area & Fee Structure still lists a fee structure. It was asked if it was legal to charge a fee. Mayhall made a motion to amend this section to remove the fee structure, until legal counsel has had time to research. Ross seconded said motion. Woolery spoke on this issue; Effingham County has a very similar document in place for their dive team and they are only required to respond to those entities with whom they have a mutual aid agreement with. Woolery has spoken with the Effingham County State's Attorney, Effingham does charge a fee, but the SA's will meet to discuss and research this issue. Motion and second to amend passed by voice vote (17 yes, 0 no). This document will be signed by the board chair and will still have county board oversight. Ross's motion to approve as amended, with Mayhall's second passed by voice vote (17 yes, 0 no).

Mayhall made motion to approve the dive team application. Cole seconded said motion, which passed by voice vote (17 yes, 0 no).

Firnhaber made motion to approve the timekeeping policy. Williams seconded said motion. Edwards made motion to table this policy. Edwards stated a grievance has been filed by the Health Department, they are getting feedback from department heads, and Edwards feels they need a legal opinion from Woolery. Ross seconded said motion to table, which passed by voice vote (14 yes, 3 no – Firnhaber, Orman, and Williams).

Orman called for committee reports.

Cole reported the Airport is planning a car show and fly in on September 14.

Ross reported the box is on the Rescue Squad truck. Senator McClure sponsored a bill to form the Shelby County Rescue Squad, which passed the House, Senate and is on the Governor's desk to be signed. Ross stated a lot of work went into this and work will continue on the SOP/SOGs for the Rescue Squad.

Mayhall reported the Dive Team is up and running, equipment has been tested and is good. The window project is up and running with a fairly robust timeline. Animal Control Administrator Miller has reached out to Mayhall about the old animal control truck that was declared surplus. Miller would like to keep that vehicle in the animal control department.

Under Chairman updates Orman read an email from Benford and Brown regarding the 2022 audit.

Bobby/ Erica,

I hope this email finds you well. I wanted to provide you with an update regarding the status of the audit report package for FY2022. We are still working on a draft report that will be presentable for the board of commissioners. We have completed most of the financial statements and footnotes, however, we are still working on certain supplementary schedules. In particular, we are preparing the budget to actual statements for the major funds (General, County Health, IMRF, Social Security and Township MFT funds). We are not certain of the reasons, but these statements were not included in the FY2021 report but will be for FY2022. We are also going through the various findings that we identified and consolidated them into what will be included in the report. We apologize for how long this process is taking-it has become much more time consuming than originally anticipated. However, we will keep pushing forward to get the draft and final deliverable complete as soon as possible. Let me know if you have any questions. Thanks. Sincerely, Timothy S. Watson, CPA

Chairman Orman requested the following appointments:

Walt Lookofsky reappointed to the Airport committee. Motion by Cole, seconded by Mayhall, passed by voice vote (17 yes, 0 no).

John Hall reappointed to the Airport Committee. Motion by Cole, seconded by Mayhall, passed by voice vote (17 yes, 0 no).

Dr. John Brix reappointed to the Health Board. Motion by Morse, seconded by Cole, passed by voice vote (17 yes, 0 no).

Dr. Richard Brown reappointed to the Health Board. Motion by Williams, Seconded by Tate, passed by voice vote (17 yes, 0 no).

Cynthia Alepra, Greg Miller, Maria Shafer, David Ogden, and Mark Schanks to the Tourism Committee. Motion by Cole, seconded by Williams, passed by voice vote (17 yes, 0 no).

Teresa Boehm to the West Central Development Council. Motion by Cole, seconded by Mayhall, passed by voice vote (17 yes, 0 no).

Orman and Martz to the Rescue Squad committee to replace Boehm and fill a vacancy. Motion by Ross, seconded by Williams, passed by voice vote (17 yes, 0 no).

There was no correspondence.

Under the ARPA update, it was mentioned now that the window project is up and going perhaps the board can allocate those expenses from the ARPA money.

Under old business, the 9-1-1 resolution was addressed. Issues are still being worked on, but something should be brought back to the board in the future to address towers and funding.

Tate made motion to pay the claims. Ross seconded said motion. Ross amended the payment of claims to include the Mental Health "708" claims for client services and substance abuse. Tate seconded said motion, which passed by voice vote (17 yes, 0 no).

Tate's motion to pay claims as amended, with Ross's seconded passed by roll call vote (17 yes, 0 no). Ayes: Amling, Brown, Boehm, Cole, Edwards, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

Chairman Orman called for public body comment at 9:00 PM.

Comments/opinions expressed are summarized as follows:

\$74,030 severance agreement payout for ASA Ambroziak
\$12,500 pay for deputy clerk from State's Attorney office
FOP ARPA MOU, Deputy pay, loss of deputies
County investments - interest rates
Bank statement differences
County accounting/financial software
Vacation payout by former SA Kroncke to 3 employees
Forensic audit results of Sheriff's office previously conducted
2022 County farm taxes paid by generous person

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

Hardy made motion to adjourn until the next regular meeting to be held on July 11, 2024. McCormick seconded said motion, which passed by voice vote (17 yes, 0 no) and the meeting was adjourned at 9:42 P.M.

Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

June 13, 2024 REGULAR MEETING

		ROLL CALL			QUESTIONS									
			6/13/2024	7/ /2024	Additional ON MOTIONS TO 4,000.7 bridge 087.3000		50/50 ON MOTIONS TO Richlands		Resolution ON MOTIONS TO Civil Design Prel. Eng		50/50 ON MOTIONS TO Cold Spring		50/50 ON MOTIONS TO Ash Grove	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	AMLING, CLARK	44	✓		✓		✓		✓		✓		✓	
	BENNETT, MARK	34	A											
	BOEHM, TERESA		✓		✓		✓		✓		✓		✓	
	BROWN, TIM	41	✓		✓		✓		✓		✓		✓	
	COLE, CAROL	0	✓		✓		✓		✓		✓		✓	
	EDWARDS, JULIE		Tardy 2025											
	FIRNHABER, MARTHA	0	✓		✓		✓		✓		✓		✓	
	HARDY, CLAY	20	✓		✓		✓		✓		✓		✓	
	KEENAN, DOUG		✓		✓		✓		✓		✓		✓	
	MARTIN, ANNETTE	44	A											
	MARTZ, SHAWNE		A											
	MAYHALL, TAD	14	✓		✓		✓		✓		✓		✓	
	MCCORMICK, HEATH		✓		✓		✓		✓		✓		✓	
	MORSE, TIM	0	✓		✓		✓		✓		✓		✓	
	NELSON, LORI	54	A											
	ORMAN, ROBERT	34	✓		✓		✓		✓		✓		✓	
	ROSS, SONNY	24	✓		✓		✓		✓		✓		✓	
	SHUFF, MITCHELL	10	✓		✓		✓		✓		✓		✓	
	TATE, DON	40	✓		✓		✓		✓		✓		✓	
	WALLACE, BRENT	50	✓		✓		✓		✓		✓		✓	
	WILLIAMS, JEREMY		✓		✓		✓		✓		✓		✓	

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

June 13, 2024 REGULAR MEETING

		ROLL CALL			QUESTIONS									
			/ 2024	/ 2024	State's Aky ON MOTIONS TO Budget	Amendment 21,400.-	Payment of ON MOTIONS TO Claims		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	AMLING, CLARK	44			✓		✓							
	BENNETT, MARK	34												
	BOEHM, TERESA				✓		✓							
	BROWN, TIM	41			✓		✓							
	COLE, CAROL	0			✓		✓							
	EDWARDS, JULIE						✓							
	FIRNHABER, MARTHA	0			✓		✓							
	HARDY, CLAY	20			✓		✓							
	KEENAN, DOUG				✓		✓							
	MARTIN, ANNETTE	44												
	MARTZ, SHAWNE													
	MAYHALL, TAD	14			✓		✓							
	MCCORMICK, HEATH				✓		✓							
	MORSE, TIM	0			✓		✓							
	NELSON, LORI	54												
	ORMAN, ROBERT	34			✓		✓							
	ROSS, SONNY	24			✓		✓							
	SHUFF, MITCHELL	10			✓		✓							
	TATE, DON	40			✓		✓							
	WALLACE, BRENT	50			✓		✓							
	WILLIAMS, JEREMY				✓		✓							

FILED
JUN 12 2024

Jessie Cox
SHELBY COUNTY CLERK

Engineer Report:

- Resolutions for County Board Approval
 - Supplemental Resolution for amendment of Resolution 2020-49 and Supplemental Resolution 2023-20, Improvement under Illinois Highway Code to amend and approve funds for an additional \$41,000 for the construction and engineering costs associated with the construction of Bridge 087-3000 on County Highway 21 over a tributary to Flat Branch Creek. The total cost for the project is currently \$650,872.05. Of which Rebuild Illinois Funds were utilized for this project.
 - 50/50 petition to demolish and construct a new bridge SN# 087-3148 on TR 199 (1200N-9.5 miles Southwest of Windsor) in Richland Township. This petition will be for Phase 1&2 engineering only. The total estimated cost for PE will be \$38,395, of which the state will pay 80% through the township bridge program. 10% will be owed by the County and Township at \$3,840 each.
 - Resolution to approve engineering agreement with Civil Design Inc to assist in the structural design, hydraulic study, and all other necessary items for the reconstruction of structure 087-3148 over Richland Creek. Estimated cost will be \$38,395 of which Township Bridge (State) will pay 80% of the design cost, County Bridge and Townships will be responsible to share the remaining 10% each.
 - 50/50 petition to construct drainage improvements by Cold Spring Township Road Commissioner (CR 850N in Section 8 of township, just W of CH15), estimated cost is \$10,423 to be shared 50/50 by the county and the township.
 - 50/50 petition to construct drainage improvements by Ash Grove Township Road Commissioner (CR 1350N in Section 11 of township, just W of 3475E), estimated cost is \$7,600 to be shared 50/50 by the county and the township
- Items for Future Discussion
- Brag on Highway Department Team/Items Done since last meeting
 - Maintenance – Construction season has begun
 - Reconstruction on Sigel Road
 - Ditching on Greezy Road
 - Filling of Potholes
 - Oiling of Windsor Road/CH 10 & White School House CH 25.
 - Clearing on Right of Way East of Findlay
 - Rock Hauling
 - Findlay Road Repair
 - Front Office Team
 - Normal Day to Day operations.
 - Coordination on Guardrail Reconstruction throughout County
 - Oconee Bridge Inspection
 - Prairie Township Bridge/Culvert inspection

- ICC Coordination for Multiple RR Xings in County. Verified Xing widths to ensure within IDOT policy
 - ROW Clearing Coordination East of Findlay
 - Organization/Server Operation
 - Findlay Bridge Inspection
 - Continued Planning on Multiple Drainage issues around County.
 - Ash Grove & Cold Spring TWP 50/50 estimates
- Personnel
 - Looking to hire Part Time employee. Terry George. Can drive trucks and operate equipment.
 - One employee has left the department.
- Projects
 - County Highway 5 Reconstruction
 - Bidding is currently June 14th, but has been discussed of pushing back to August due to environmental clearance issues.
 - FLAP grant is not going to pay for all the expenses of road. Estimated \$185k shortfall. Can be paid with state match or FASM account.
 - Union Pacific Railroad Crossings.
 - Todd's Point RR XING (Crossing). Day labor possibly starting within the month
 - Gonzalez RR Xings – 3 North of Shelbyville. Approved last month. Gonzalez is pursuing design.
 - 6 Xings from County Line to Findlay. Estimates are at ICC for approval. Coordination with ICC on crossing width.
 - County Highway 3
 - Design is close to final. Waiting on IDOT
 - Prairie Bridge
 - Bridge in Herborn.
 - Started. Removal has occurred. Footings are being excavated currently.
 - Oconee Township Bridges – 2 Separate Projects
 - Section 19-11120-00-BR, Federal Bridge project.
 - Project is progressing. Existing bridge has been removed, Low Water Crossing Completed, Steel piling has been installed, Encasements of piling, Abutments with rebar installed. Waiting on beams.
 - Section 21-11120-00-BR, Rebuild IL Bridge Project.
 - A preconstruction meeting has occurred, we are waiting on the other bridge to be constructed and operational.
 - Guardrail Bid Letting
 - Guardrail around the county has been completed. It has come in approximately close to cost estimates.
 - With most bridge inspections completed. We have seen multiple bridges that need replacement. We have set 5 bridges in motion for reconstruction. 1 of these is an agenda item for CDI agreement and Richland TWP.
 - Multiple 5050s scheduled and multiple completed on time and in budget.

- Bridge Inspections are complete until this Fall. Findlay Bridge has been inspected. 2 days spent with HLR looking below the road and inspecting the deck. There are some locations that need maintenance. \$1 million total fix, would look to fix little by little. Bearings are the most immediate need.
- Other
 - Highway Department Trainings
 - Safety in Excavation, Confined Space Entry.
 - The Moweaqua Bridge project getting \$3,252 coming back due to issue on fabric.
 - Michael Trainings
 - Michael and Cameron Completed and passed NSTM.
 - Equipment Wish List from Labor Force.
 - The County Highway Department Is appreciative of the support from the R/B committee and County Board. For the next few months, we do not anticipate any large purchases. But will be focused on maintenance of the roads.
 - Expectations – Please be forthcoming if anything is not meeting expectations.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [] No

Table with Resolution Type (Supplemental), Resolution Number (2024 -35), and Section Number (19-00289-00-BR)

BE IT RESOLVED, by the Board of the County of Shelby

Governing Body Type of Shelby, Local Public Agency Type of Shelby, Name of Local Public Agency, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of contract construction to replace bridge 087-3000 and other incidentals. Funds are from the Rebuild Illinois Installments

2. That there is hereby appropriated the sum of Forty - One Thousand Dollars and Zero Cents Dollars (\$41,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Jessica Fox County Clerk in and for said County

of Shelby 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 original of a resolution adopted by

Board of Shelby at a meeting held on June 13, 2024

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of June, 2024

(SEAL, if required by the LPA)







Clerk Signature & Date: [Redacted Signature] 06/13/2024

Approved: Regional Engineer Signature & Date: [Redacted Signature] 06/25/24

Per Section 6-501

**Petition of County Aid
To Build or Repair Bridge, Culvert or Drainage Structure**

<p>STATE OF ILLINOIS County of Shelby Road District of <u>Richland</u> Township</p> <p>To the County Board of Shelbyville County, Illinois</p> <p>Per Section 5-501 of the Illinois Highway Code, the undersigned, Highway Commissioner <u>Richland</u> Township in said County, would respectfully requests:</p>	
<p>Location: TR 199 (1200N) SN087-3148 in Richland TWP Scope: Phase 1 & 2 Engineering for replacement Reconstruction of Bridge Labor, Eqipt. Mat'l = (See Estimate) TOTAL = \$38,395 (80% TWP Bridge-\$30,716, 10% County\$3,840, 10% TWP \$3,840). Petition for Construction cost and CE will come at a later date and time.</p>	
<p>in said road district, which the road district is responsible.</p> <p>The anticipated cost of the proposed project will <u>\$38,395</u> Dollars, which sum will be more than 0.02% of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.</p> <p>Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half the amount required.</p> <p>Being duly sworn, on oath says that this affidavit attached is necessary and that the sum will not be more expensive than is needed for the purpose required.</p> <p>Date at <u>Shelby Co. Highway Dept</u>, this _____ day of _____, 20____</p> <p style="text-align: center;"> Highway Commissioner</p>	
<p>Road and Bridge Committee Approval</p> <p>The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by _____ Township, for the proposed project which has an anticipated cost _____, which the county will provide one half of the expenses from the "County Bridge Fund".</p> <p>This application is hereby accepted to on this _____ day of _____, 20____</p> <p style="text-align: center;"> Road and Bridge Committee Chairman</p>	
<p>County Board Approval</p> <p>This application is hereby accepted to on this <u>13th</u> day of <u>June</u>, 20<u>24</u></p> <p> County Clerk  County Board Chair</p>	

RESOLUTION NO.

2024-36

WHEREAS, THE Shelby County Highway Department is in need of engineering support to replace existing SN 087-3148 over Richland Creek. Phase I & II Engineering Services.

And, WHEREAS, THE Civil Design Inc. has provided an acceptable Master Task Order Agreement entitled "Local Public Agency Engineering Services Agreement" (attached and made apart herein)

And, WHEREAS, THE Shelby County has a satisfactory relationship for services provided by Civil Design, Inc.

And, WHEREAS, THE selection of Civil Design, Inc. complies with the "Local Government Professional Services Selection Act" (50 ILCS 510/1 and 50 ILCS 510/6).

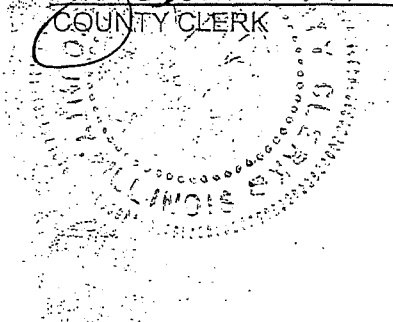
THEREFORE, BE IT RESOLVED that the County Board authorize the County Engineer to utilize Civil Design, Inc for engineering services for the purposes of replacing existing SN 087-3148 over Richland Creek.

STATE OF ILLINOIS)
COUNTY OF SHELBY) SS

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 June 13, 2024.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 13th day of June A.D. 2024.

[Redacted signature area]





Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No Agreement For Agreement Type

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Shelby County	Shelby		
Project Number	Contact Name	Phone Number	Email
	Michael Tappendorf, P.E.	(217) 774-2721	shelbycohwy@shelbycounty-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
TR 199 (1200N)	TR 199	300'	Ex. SN 087-3148
Location Termini			<input type="button" value="Add Location"/>
3.3 mi NW of Strasburg			<input type="button" value="Remove Location"/>

Project Description
Phase I & II Engineering Services to replace the existing SN 087-3148 over Richland Creek

Engineering Funding MFT/TBP State Other
 Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Civil Design Inc.	Tyler Ziegler	(217) 340-0349	tziegler@civildesigninc.com
Address	City	State	Zip Code
307 E Washington Ave	Effingham	IL	62401

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge: A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor: Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Location Map _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER'S professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER'S responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

(Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

Specific Rate

\$38,395.00

(Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of 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 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED.

- 1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- 3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If the AGREEMENT is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and hold harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY


Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Civil Design Inc.	43-1743245	\$38,395.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$38,395.00
Total for all work		\$38,395.00

AGREEMENT SIGNATURES

Executed by the LPA:

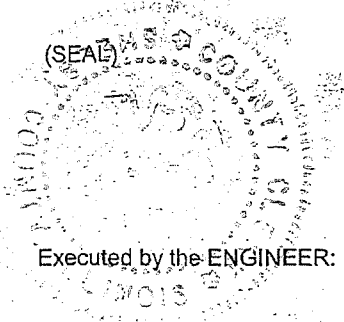
Attest: The of

By (Signature & Date)
 06/13/2024

By (Signature & Date)
 06/13/2024

Local Public Agency Local Public Agency Type Clerk

Title



Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

Title

By (Signature & Date)

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County	Civil Design Inc.	Shelby	

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. Complete Phase I documents including Environment Survey Request and Army Corps of Engineers Permit.
- b. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of structure) and high water effects on roadway overflows and structure approaches.
- c. Make complete general and detailed plans, special provisions, proposals and estimates of cost.
- d. Develop a structural model and load rating using AASHTOWare software, prepare the Structural Load Rating Summary (BBS 2942) and submit to the IDOT Local Bridge Unit for approval, if necessary.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County	Civil Design Inc.	Shelby	

**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed - July 1, 2024
Letting TBD

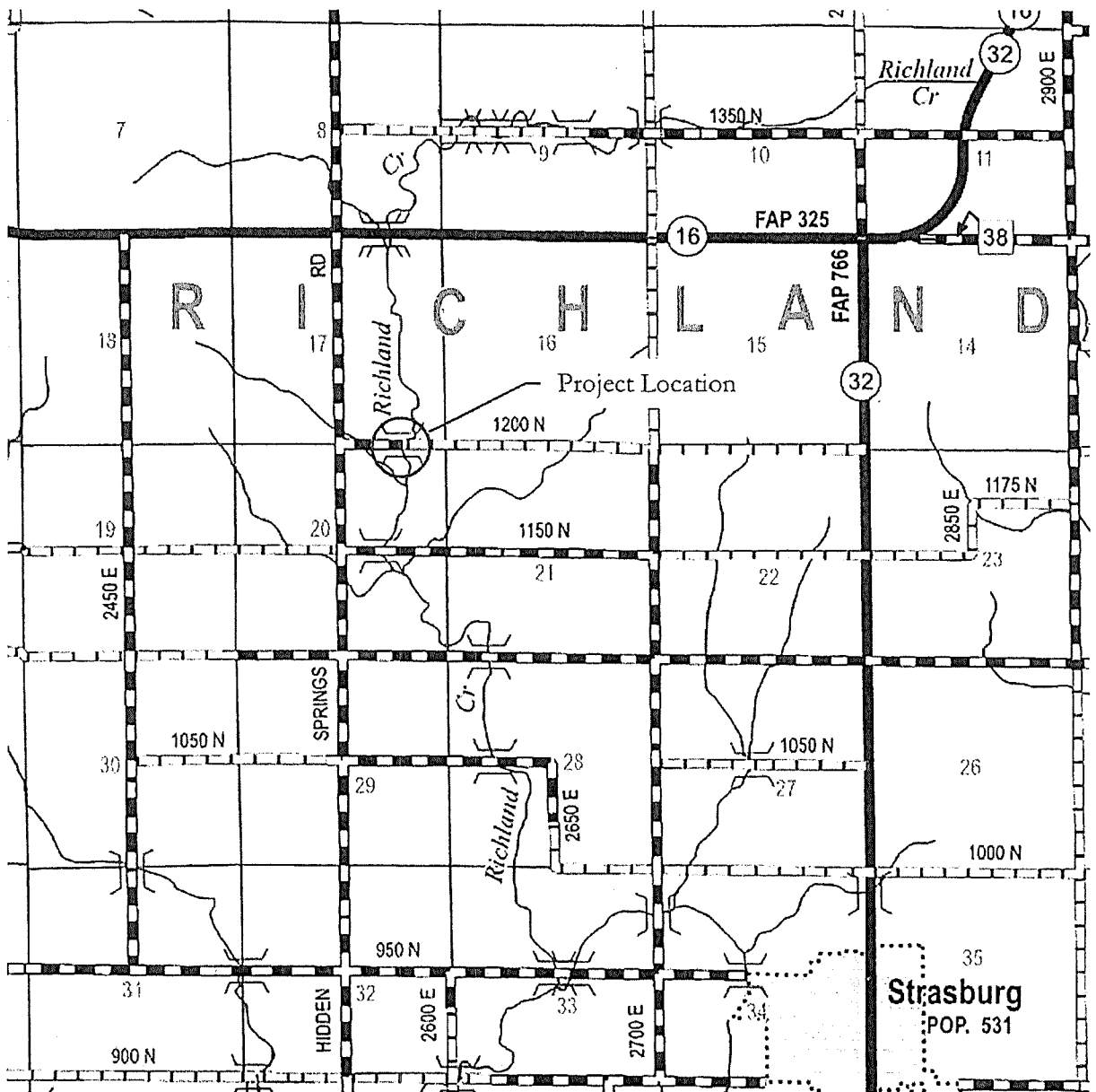
450

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County	Civil Design Inc.	Shelby	

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)



Location Map

TR 199 over Richland Creek

Existing SN 087-3148

Shelby County







TR 199 over Richland Creek
Old SN 087-3148, Prop SN 087-XXXX
Shelby County Highway Department

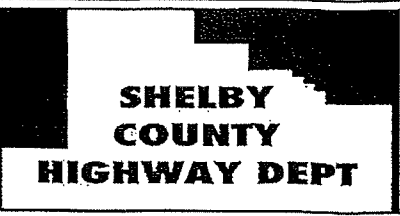
LABOR COSTS							
Classification	Proj Mgr	Proj Eng II	Proj Eng I	Land Surv	2-man survey	Clerical	
Hourly Rates	\$185.00	\$135.00	\$105.00	\$125.00	\$175.00	\$85.00	
Task Description	Hours						Fee
<u>SURVEY - BY OTHERS</u>							
Perform Hydraulic Survey							\$ -
Survey Data Processing							\$ -
Plat Preparation							\$ -
<u>HYDRAULIC ANALYSIS</u>							
Determine Drainage Area/Flows		2					\$ 270.00
Natural Model		20					\$ 2,700.00
Existing Model		8					\$ 1,080.00
Proposed Model - Alt 1		8					\$ 1,080.00
Proposed Model - Alt 2		8					\$ 1,080.00
Scour Analysis		8					\$ 1,080.00
Special Ditches		6					\$ 810.00
Ditch Hydraulics		4					\$ -
Entrance Culverts							\$ -
<u>REPORTS</u>							
Preliminary Bridge Design & Hydraulic Report (PBDHR)		12	6				\$ 2,250.00
Scour Critical Evaluation Coding Report		1					\$ 135.00
Asbestos Determination Certification		1					\$ 135.00
Bridge Condition Report (BCR)							\$ -
Project Development Report							\$ -
<u>PERMITS</u>							
ESR (Cultural, Biological, Wetlands)		8	4				\$ 1,500.00
404 Permit (Joint Application)		8	4				\$ 1,500.00
<u>ROADWAY PLANS</u>							
Roadway Design		6					\$ 810.00
Coversheet		2	4				\$ 690.00
General Notes, SOQ, Schedules		6	4				\$ 1,230.00
Typical Sections		4	2				\$ 750.00
Erosion Control and Drainage Details		4	4				\$ 960.00
Plan and Profile, Alignments and Ties		8	8				\$ 1,920.00
Cross Sections		4	4				\$ 960.00
Quantities		8					\$ 1,080.00
<u>BRIDGE PLANS (ARCH PLANS SIMILAR)</u>							
Analysis and Design		4	8				\$ 1,380.00
General Plan and Elevation, Notes, Total Bill of Material		8	8				\$ 1,920.00
Deck Beam Details		4	2				\$ 750.00
Railing Details, Rail Post Layout		1	2				\$ 345.00
Abutments		8	8				\$ 1,920.00
Pile Details		1	1				\$ 240.00
Misc. Details		1	1				\$ 240.00
Quantities		8					\$ 1,080.00
<u>FINAL PLANS, SPECIFICATIONS AND ESTIMATES</u>							
Special Provisions		8	4				\$ 1,500.00
Estimate of Cost		4					\$ 540.00
Estimate of Time		4					\$ 540.00
Plan Revision Comments		2	2				\$ 480.00
Final Roadway QC/QA	4						\$ 740.00
Final Bridge QC/QA	4						\$ 740.00
<u>MISCELLANEOUS</u>							
Field Visit/Inspection			4				\$ 420.00
Shop Drawing Review		8					\$ 1,080.00
Bridge Load Rating		8					\$ 1,080.00
Phase 3 Involvement (Minor Questions)		2					\$ 270.00
<u>PROJECT MANAGEMENT & MEETINGS</u>							
Project Management		6					\$ 1,110.00
Bid Meeting							\$ -
Grand Total Labor	14	207	80	0	0	0	
Total Costs							\$ 38,395.00

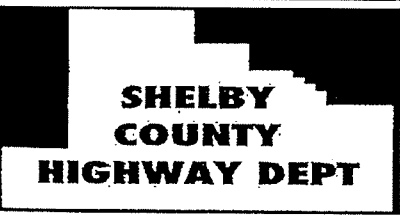
Scope of Work:
 Remove and replace existing structure. Perform hydraulic analysis and prepare all reports and permits as necessary for design approval from the District. Prepare final plans, special provisions and estimates. Local letting anticipated. Assist the County with minor bidding and construction questions. Anticipated funding type: TBP, local funds.

Per Section 6-501

**Petition of County Aid
To Build or Repair Bridge, Culvert or Drainage Structure**

STATE OF ILLINOIS	
County of Shelby	
Road District of <u>Cold Spring</u> Township	
To the County Board of Shelbyville County, Illinois	
Per Section 5-501 of the Illinois Highway Code, the undersigned, Highway Commissioner <u>Cold Spring</u> Township in said County, would respectfully requests:	
Location: Section 8, Cold Spring TWP 850N Pipe = 48" CMP or HDPE pipe TOTAL = \$10,423.19, (1/2 cost each of \$5,211.60)	Scope: Remove 24" and Replace with 48" CMP Labor, Eqipt. Mat'l = (See Estimate)
in said road district, which the road district is responsible.	
The anticipated cost of the proposed project will <u>\$10,423</u> Dollars, which sum will be more than 0.02% of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.	
Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half the amount required.	
Being duly sworn, on oath says that this affidavit attached is necessary and that the sum will not be more expensive than is needed for the purpose required.	
Date at <u>Shelby Co. Highway Dept</u> , this _____ day of _____, 20_____	
 Donnie Simpson Highway Commissioner	
Road and Bridge Committee Approval	
The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by _____ Township, for the proposed project which has an anticipated cost _____, which the county will provide one half of the expenses from the "County Bridge Fund".	
This application is hereby accepted to on this _____ day of _____, 20_____	
 Road and Bridge Committee Chairman	
County Board Approval	
This application is hereby accepted to on this ^{13th} day of <u>June</u> , 20 <u>24</u>	
 County Clerk	 County Board Chair

	Shelby County Highway Department 1590 State Highway 16, Shelbyville, IL 62565 P: (217) 774-2721 F: (217) 774-2688 E:shelbycohwy@shelbycounty-il.gov		PROJECT Gold Spring Township Culvert Replacement	
			SUBJECT Section 8 (850N)	
			DATE 6/6/2024	PREP. BY MAT
			CHECK BY	SHEET OF
Demolition of Existing Structure				
ITEM:	Estimate of Hours:	Rental Rate:	Estimate of Cost:	
Man hours - 3 guys 1/2 day	12	\$23.59	\$283.08	
Excavator Hours	4	\$147.70	\$590.80	
Dump Truck Hours	4	\$50.51	\$202.04	
Pickup Hours	1	\$17.25	\$17.25	
Semi Tractor	1	\$63.41	\$63.41	
Trailer - Low Boy	1	\$19.06	\$19.06	
Installation of 2-24" CMP (Aluminized Metal Pipes)				
ITEM:	Estimate of Hours:	Rental Rate:	Estimate of Cost:	
Man hours - 3 guys -0.5 days	12	\$23.59	\$283.08	
Excavator Hours	4	\$147.70	\$590.80	
Dump Truck Hours	8	\$50.51	\$404.08	
Pickup Hours	1	\$17.25	\$17.25	
Semi Tractor	1	\$63.41	\$63.41	
Trailer - Low Boy	1	\$19.06	\$19.06	
Material Cost:				
48" CMP Pipe	40	FOOT	\$91.08 /Foot	\$3,643.20
Aggregate Base Course, Type B	191	TON	\$20.00 /TON	\$3,826.67
RIPRAP RR#3	8	TON	\$50.00	\$400.00
			Total Cost	\$10,423.19
			Threshold =	\$1,941 Therefore ok
Scope of work to include: -Remove 24" pipe and Replace with 48" CMP with new aluminized CMP				

	Shelby County Highway Department 1590 State Highway 16, Shelbyville, IL 62565 P: (217) 774-2721 F: (217) 774-2688 E:shelbycohw@shelbycounty-il.gov		PROJECT Ash Grove Township Culvert Lining	
			SUBJECT Section 11 (1350N)	
			DATE 6/6/2024	PREP. BY MAT
			CHECK BY	SHEET OF
Demolition of Existing Structure				
ITEM:	Estimate of Hours:		Rental Rate:	Estimate of Cost:
Man hours - 0 DEMO with line	0		\$23.59	\$0.00
Excavator Hours	0		\$147.70	\$0.00
Dump Truck Hours	0		\$50.51	\$0.00
Pickup Hours	0		\$17.25	\$0.00
Semi Tractor	0		\$63.41	\$0.00
Trailer - Low Boy	0		\$19.06	\$0.00
Installation of 2-24" CMP (Aluminized Metal Pipes)				
ITEM:	Estimate of Hours:		Rental Rate:	Estimate of Cost:
Man hours - 3 guys -0.5 days	12		\$23.59	\$283.08
Excavator Hours	4		\$147.70	\$590.80
Dump Truck Hours	4		\$50.51	\$202.04
Pickup Hours	1		\$17.25	\$17.25
Semi Tractor	1		\$63.41	\$63.41
Trailer - Low Boy	1		\$19.06	\$19.06
Material Cost:				
60" HDPE Pipe	40	FOOT	\$130.61 /Foot	\$5,224.40
Concrete Grout/Flowable Fill	5	Cu Yd	\$160.00 /TON	\$800.00
RIPRAP RR#3	8	TON	\$50.00	\$400.00
Total Cost				\$7,600.04
Threshold =				\$4,119 Therefore ok
Scope of work to include:				
-Line existing 6' diameter pipe with new HDPE pipe and grout ends				

Read ahead for June 13th county board meeting.

The farm committee recommends that the county board approve Stu Fox to plant and harvest beans for 2024.

County farm Bean Crop projections

All cost using 197 tillable acres

EXPENSES

Chemicals \$110 acre x 197	\$21670.00
Crop insurance	800.00
Total expenses	<u>\$22470.00</u>

PROJECTED INCOME

With crop insurance guarantee \$5.19 acre x 197 \$102,243

BEAN CROP PROJECTION

197 acre x 60 bushel/acre	11,820 bushel total
11,820 x 11.50	\$135,930

Stu Fox and company will plant and harvest beans, mow the waterways, roads, and cemetery for zero cost to the county.

Upon harvest the county will receive a check for the bean crop. Even if the county farm is sold during the planting/harvest season, the county receives the proceeds from the crop.

Shelby County Board
Resolution 2024-37

ESTABLISHING THE SHELBY COUNTY DIVE RESCUE TEAM

WHEREAS, the County Board of Shelby has determined that it is in the best interest of Shelby County that a Resolution be established providing for a Shelby County Dive Rescue Team pursuant to the Water Rescue Act, 50 ILCS 755; and

WHEREAS, pursuant to 50 ILCS 755/10 Shelby County shall have authority to authorize, fund, and continue support for water rescue/recovery Teams within its jurisdiction for the purpose of the surface and underwater rescue and recovery of persons and property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SHELBY COUNTY, ILLINOIS as follows:

1. Repeal of Prior Resolutions. All prior resolutions adopted by the County Board of Shelby pertaining to the Shelby County Dive Rescue Team are hereby repealed as of the effective date of this Resolution.
2. Pursuant to the Water Rescue Act 50 ILCS 755 the County Board of Shelby County hereby creates the Shelby County Dive Rescue Team under Shelby County.
3. Shelby County Dive Rescue Team will report to the Public Safety Committee.
4. Shelby County Dive Rescue Team shall provide to the Public Safety Committee all policies, standard operating procedures and standard operating guidelines, as well as rules and regulations for the Dive Rescue Team and a job description for each team member for the operation of the Dive Rescue Team.
5. Shelby County Dive Rescue Team shall provide a copy of all Mutual Aid Agreements currently in existence to the Public Safety Committee which agreements shall remain in full force and effect. Any future Mutual Aid Agreements will be submitted to the County Board for Approval.
6. The invalidity of any provision or parts of provisions of this Resolution, or any rule or regulation pursuant thereto, shall not affect the validity of the remainder of this Resolution.

7. The Chairman of the County Board shall appoint a Commander to the Shelby County Dive Rescue Team based upon the recommendation of the Public Safety Committee.

8. The Commander shall be selected and appointed based on public safety diving experience, team administration experience, training, leadership capabilities, and integrity.

THIS RESOLUTION APPROVED AND ADOPTED at a regular meeting of the County Board of Shelby County this 13th day of June, 2024.

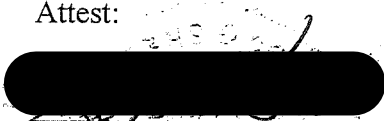
MOTION

Ross

SECOND

McCormick

Attest:



Jessica Fox
Shelby County Clerk



Robert Orman, Chairman
Shelby County Board

Have you ever been convicted of a felony? If yes, please list when, where, and why _____

Do you currently have a valid Illinois Drivers License? If so, D.L. # _____

Do you have dependable transportation with valid insurance? _____

Have you discussed your desire to join the dive team with your family? _____

Operating as a member of the dive team involves stressful work, physical challenges, requires extensive training, certifications, recertification processes, and following a command structure. Are you prepared for all these requirements: _____

Do you feel that you get along well with others and perform well in a team environment? Please explain:

Please explain your desire to join the dive team: _____

Due to the expense of training and certifications, joining the dive team requires a three-year commitment. Are you prepared sign a three-year agreement to be a part of the dive team? _____

I understand that I must be at least 18 years of age to be a member of the Shelby County Dive Team. Further, I must have reliable transportation and a valid drivers license. I am aware that a background check will be conducted as a part of my membership consideration, and I authorize a background check by signing below. I submit this application in good faith and attest that all the information I have provided is true and correct.

Signature Date

Upon consideration, it has been decided this applicant shall be:

- Approved for probationary membership as a diver.
- Approved for probationary membership as a shore responder.
- Approved for probationary membership for clerical responsibilities.
- Rejected for membership.
- Placed in a pool to be considered when positions become available.

Signed: _____ Printed Name: _____
Date

Signed: _____ Printed Name: _____
Date

Shelby County Dive- Rescue Team

Standard Operating Procedures & Guidelines

Table of Contents

Mission Statement & Authority

- Section 1 Response Area & Fee Structure**
- Section 2 Public Safety Committee & County Board**
- Section 3 Team Commander**
- Section 4 Assistant Commander**
- Section 5 Divers**
- Section 6 Shore Responders**
- Section 7 Selection Procedures**
- Section 8 Training Requirements**
- Section 9 Dive Site Protocol**
- Section 10 Confidentiality**
- Section 11 Team Call-Out Procedures**
- Section 12 Disciplinary Procedures**
- Section 13 Equipment & Uniforms**
- Section 14 Documentation**
- Section 15 Special Operations**
- Section 16 Dive Team Auxiliary**
- Section 17 Amendments & Rules**

Mission Statement & Authority

The mission of the Shelby County Dive Rescue Team is to respond to the surface and underwater rescue and recovery of persons and property within the limits of our training, equipment, experience and best judgment of the team leadership on any given mission or request. The Shelby County Dive Rescue Team is formed under the authority given under 50 ILCS 755/ et. seq. known as the “Water-Rescue Act” and placed within the departmental structure of the Shelby County Board’s Public Safety Committee.

***Items listed in standard Times Roman Print are Standard Operating Procedures**

**Items listed in italic print are Standard Operating Guidelines.*

Section 1 Response Area & Fee Structure

The Shelby County Dive Rescue Team shall respond to the waterways within Shelby County and to those counties wherein the Commander has executed a mutual aid agreement with the existing Dive Team therein. Other regional group response agreements may be approved by the Commander as needed.

Fee structure for calls involving flooded roadways is inclusive to Shelby County ordinance (2016-01-“0”) commonly referred to as “Flooded Roadway Ordinance”.

As an organization, the Shelby County Dive Team will respond to any rescue/recovery of persons or property falling into one or more of these broad areas:

Missing Persons (rescue or recovery)	Crime Scene related items
Environmental type problems	Navigation hazards and mutual aid
Boating accidents	Vehicle accidents

Other personal property that has been lost by an individual or group into a body of water does not and has never had any public safety related interest that would require a government response. This type of loss is a private matter unless it falls broadly into one of the above areas of response.

Section 2 Public Safety Committee & County Board

The County Board shall assign the Dive Rescue Team Commander to meet with the Public Safety Committee on such number of items that may come before them. The Public Safety Committee in conjunction with the Commander shall authorize changes put forth for procedures and guidelines used by the Team. Line items will be authorized within the County's budget, for the Dive Rescue Team's use and as such shall be solely for that type of use. The Commander, as needed, following standard county policies in place at the time, shall make authorization for expenditures from that fund. The Shelby County Board through the Public Safety Committee shall appoint the Commander starting April, 11 2024, and continuing. This appointment shall be

made with a recommendation by the existing team members. The Public Safety Committee shall also hold, if needed, termination hearings for any (non-probationary) Team member who may request such hearing.

Section 3 Team Commander

The Team Commander shall be selected based on public safety diving experience, team administration experience, training, leadership capabilities and integrity. The duties of the Commander shall be to operate the team on a daily basis and conduct whatever business is necessary for the supervision of actual on-scene operations, administration, training and meetings of the team. The Commander shall have the duty of preparing a proposed budget for inclusion in the annual budget request and be charged with the discipline of the team members (up to and including 30-day suspensions with termination recommendations). Finally, the Commander shall have the authority to appoint two Assistant Commanders and form a Dive Team auxiliary. The Team Commander shall be trained in the following courses or equivalent: PSD (public safety diver), ERD1 (Emergency Rescue Diver 1), ERD Supervisor (Emergency Rescue Diver Supervisor) and NIMS 300 and 400.

Section 4 Assistant Commanders

The Assistant Commanders shall be appointed by the Team Commander and serve as second-in-command and shall conduct all duties that the Commander would when acting in his or her stead. The duties of the Assistant Commanders are outlined below.

The **OPERATIONAL ASSISTANT COMMANDER** shall be second in command and shall conduct all duties that the Commander would when acting in his/her stead. The Operational Assistant Commander shall be charged with:

- A. Group Management – ensuring arrival and participation of personnel for operations, training and other events.
- B. Coordinating training events and insuring members are meeting requirements of the SOP's
- C. Ensure the team equipment is functional and inventoried properly, via inspections
- D. Assist the Commander in other areas designated by the Commander.

The **ADMINISTRATIVE ASSISTANT COMMANDER** shall be third in command and shall conduct all duties that the Commander would when acting in his/her stead. The Administrative Assistant Commander shall be charged with:

- A. Recording and keeping record of reports, meetings, trainings, documents and correspondence
- B. He/she shall be the primary correspondence coordinator for the team
- C. He/she shall assist in the formation of an annual budget
- D. He/she shall oversee public events for the team.
- E. He/she shall act as treasurer or select a designee to assist with financial responsibilities and tracking thereof.

Assistant Team Commander(s) shall be trained in the following courses or equivalent: PSD (public safety diver), ERD1 (Emergency Rescue Diver 1), ERD Supervisor (Emergency Rescue Diver Supervisor) and NIMS 300 and 400.

Section 5 Divers

Divers will:

- A. Be shown respect.
- B. Be provided a complete set of scuba gear for use on team functions and other designated activities
- C. Be provided CPR and 1st Aid training
- D. Be provided Public Safety Diver training
- E. Be afforded opportunities for advancement and additional specialty training based on availability

Divers shall have the duty of:

- AA. Participating in all required training and team functions
- BB. Preparing personal and team equipment through regular inspections prior to equipment use
- CC. Knowing procedures and operational plans regularly used by the team
- DD. Working cooperatively with the Commander, Assistant Commander(s), shore responders and fellow divers
- EE. Meeting requirements of in-service training and other approved programs
- FF. Being prepared to take command in the absence of officers at a scene
- GG. Following all directions given at trainings, meetings or operations

Divers are the backbone of the team. Divers must immediately report any sickness, uneasiness, or other problem to the officer in charge. If divers have mission specialties, such as Ice Rescue Technician or Sonar Technician, they shall be required to maintain skills deemed vital by the certification agency or Commander.

Section 6 Shore Responders

Shore responders, or non-diving assistants, are vital and respected members of the team. Except for in-water duties, all training requirements and duties are applied in the same fashion as other members.

Shore responders will:

- A. Complete all training put forth by Section 7 and strive for team betterment
- B. Know all operational functions, plans and protocols
- C. Set up search patterns and execute them as directed
- D. Assist with the set up and break down of diver and team equipment
- E. Complete any other tasks requested by the Commander

Shore responders may be called upon to function in a number of roles: boat operator, witness interviewer, family liaison, public relations liaison, truck driver, gear transportation and any other roles as instructed by the Commander.

Section 7 Selection Procedures

To be selected to serve on the Shelby County Dive Rescue Team each applicant must meet the following criteria:

1. Members are primarily recruited from Emergency Services agencies or other designated governmental responders. Other applicants living in Shelby County or within 25 miles of the station, will also be accepted in such a manner that best serves the needs of the team.
2. An applicant must be at least 18 years of age at the time of acceptance and complete an application.
3. Take the physical fitness test as set forth herein and pass it annually.
4. Agree both verbally and in writing to serve at least three years or forfeit pro-rated training costs back to the team. All newly accepted team members will be subject to a probationary period of up to one year.
5. Complete an interview with command staff within 60 days of application if an opening exists on the team or a pool of qualified candidates is being formed.
6. Agree in writing to follow all rules and regulations set forth herein and hereafter Amended.

Section 8 Training Requirements

Basic Training:

Diver

1. Shall complete the Public Safety Diver Program from ERDI (Emergency Rescue Diver International) or equivalent.
2. Shall complete a ERD1 (Emergency Rescue Diver 1) from ERDI (Emergency Rescue Diver International) or equivalent.
3. Shall complete a CPR (professional rescuer), First Aid course and Oxygen Administration for water related emergencies.

Shore Responder

1. Shall complete the ERD Tender Program (Emergency Rescue Diver Tender Program) from ERDI (Emergency Rescue Diver International) or equivalent.
2. Shall complete CPR (professional rescuer), First Aid course and Oxygen Administration for water related emergencies.

Command Officers

1. Shall complete ERD Supervisor (Emergency Rescue Diver Supervisor) from ERDI (Emergency Rescue Diver International) .

In-Service Training:

1. Monthly training will be conducted.
2. Each member must attend 12 sessions unless excused by the Commander or an Assistant Commander (4 excused absences maximum per year). Command staff **MUST** be notified of anticipated absence prior to training date for absence to be excused.
3. *Divers must log at least 10 hours underwater per year.*
4. Quarterly meetings shall be held and members must attend all four, unless excused by Commander or an Assistant Commander (two excused absences maximum per year).
5. Members are expected to respond to at least 50 % of the operational call-outs to remain current and effective in their skills and team functions.

Specialty Training Programs

The Team may authorize special multi-day certification and/or training functions. Members will make every effort to attend, as these types of programs rarely make themselves available. Programs may vary from year to year; however, certification programs offered by Dive Rescue Int., ERDI (Emergency Rescue Dive International) or equivalent are utilized first in our training options. All persons in a specialty must stay current with their skills, unless a formal resignation from those duties has been received at least 90 days prior to stopping those activities, so as to select and train a replacement.

Section 9 General Dive Site Protocol

At the dive site, the following protocol will be followed in most cases; however, the officer in charge has the authority if not the duty to alter such protocol to meet the needs of a particular operation.

There shall be:

1. A diver acting as a supervisor.
2. A primary diver
3. A safety diver
4. A primary line tender
5. A safety line tender

Other duties may include, but are not limited to:

Security	Sonar Technician	Boat Operator
Evidence Officer	Public Relations	Family Liaison
Recorder	Logistics	Medical Officer
Reserve Diver(s)	Photographer	Assistant Team Leader

Line Signals used are:

Diver	to	Tender	Tender	to	Diver
1 tug	=	"OK"	1 tug	=	Are you OK?
2 tugs	=	More slack	2 tugs	=	Change direction
3 tugs	=	Found Object	3 tugs	=	Surface
4 tugs	=	HELP	4 tugs	=	Stay Down/Danger
5 or more	=	PULL IN DIVER (used under ICE ONLY)			

RESCUE MODE is defined as a response by the team to an operation, in which the chance of saving a human life exists. For near-drowning response, up to 1 known hour submerged constitutes a RESCUE!

RECOVERY MODE is defined as any other dive team call-out.

No other persons other than dive team officers or senior members shall involve themselves in direct control of dive team personnel, unless expressly agreed to in advance of an operation, by the Dive Rescue Department Commanding Officer.

Swift Water Response: (A response to moving water or flood water wherein the object of the response is located in the water or movement over or through the water is required in order to access the object of the response)

At the scene of a swift water rescue or recovery the team will:

- 1. Assess the scene prior to entering the water; choosing a response plan and a backup plan.*
- 2. Assure all personnel have appropriate PFD's, thermal and environmental protection on (ie. Dry Suit or Wet Suit as needed.)*
- 3. Have access if needed to boats, boogie boards, bump helmets, ropes, and EMS support*
- 4. Ensure victim egress can be accomplished, consider helicopter response, if needed.*
- 5. Commanding Officer will attempt to contact victims using bullhorn, PA, or other means as available.*
- 6. Use of "in-line" or "V" type response may be used for shallow water reasonably close to support.*

7. Use of inflatable boats and ropes may be needed for responses a long distance from support, wherein the boat becomes the support platform. Deployed boats shall have communications on board.

8. No shore responders who have not taken watermanship tests are allowed in the boat(s) on such a response.

HAZARDOUS MATERIALS RESPONSE: This type of response is dependent upon proper equipment, training, and experience.

This Department will make every effort to be properly prepared to respond to operations in the water involving Hazardous Materials.

This department shall make every effort to acquire total encapsulation suits, underwater communications gear, wash down showers and containment items as well as technical knowledge sufficient to conduct such operations.

A "Risk/Benefit Analysis" will be conducted on each operation.

This department will make every effort to ensure proper wash down procedures for all participants in these types of operations.

The department will assess and coordinate with other agencies and resources needed to assist with such operations.

A diver being deployed into waters containing known or suspected Hazardous Materials shall be suited in the following manner:

1. Dry Suit designed for deployment into contaminated waters, with full dry hood and gloves.
2. Properly thermally insulated for the conditions
3. In communication with topside command
4. Backed up by a Safety Diver outfitted in the same manner
5. A Wash Down team (minimum of a three-stage process for proper decontamination)
6. Use of proper soaps and chemicals for the contaminant.
7. General wash down will consist of a heavy-duty soaping with brushes in shower, then a beta-dine wash in pool with wash down of equipment, followed by another heavy-duty soaping and rinse in a pool or similar.
8. A personal shower will be taken by involved personnel at the scene or as shortly thereafter before returning to duty or home. A change of clothing will take place at that time also.

9. Procedures may be altered to increase the safety of all participants.

10. Hot Zone, Warm Zone and Cold Zone will be established by the Commander or designee prior to any deployment.

11. A medical checkout will be conducted on the diver at the scene or as soon as practical thereafter.

Section 10 Confidentiality

Professionalism dictates that team members use the utmost discretion when dealing with information associated with call outs and dive operations.

- A. Public information is limited to the discretion of the command staff
- B. SCDT members should avoid media interaction and defer any questions to the appropriate command staff.
- C. Any discussion concerning call-outs and/or operations shall remain internal. Members shall refrain from directly discussing operations with those outside of emergency services, both verbally and through any form of social media / networking. These include, but are not limited to, Facebook, Twitter and Instagram.

Section 11 Team Call-Out Procedures

1. All members will be equipped with a pager/access to smart phone app.
2. All members will be encouraged to carry their gear in their personal vehicle and public vehicle where allowed.
3. All personnel shall have and carry with them a county map and a Lake Shelbyville area map or be proficient in the use of electronic mapping application.
4. All personnel are encouraged to obtain a flashing blue light for response identification; although no laws can be broken by the use of such lights. All team members utilizing a blue light are required to possess an authorization form issued by command staff.
5. All personnel will be issued a team identification card and it should be carried with them.
6. All personnel will be issued a dive team sticker for the front windshield (drivers' side) of their personal vehicle(s).
7. Call-outs are classified as follows:
 - A. Priority 1 = Rescue Mode: team members should respond with the utmost urgency, while still conscience of safety.
 - B. Priority 2 = Recovery Mode: team members should respond as soon as possible, while still conscience of safety.
 - C. Priority 3 = Any other call-out: team members should respond per directions given.

Section 12 Disciplinary Procedures

The commander and/or officers are primarily responsible for ensuring that discipline and order are adhered to at meetings, trainings and operations.

1. Any officer in charge at a scene has authority to assign member specific jobs.
2. Any personal problems are to be set aside for the good of the operation and the team.
3. If a member interferes with the proper or safe operation of any team functions, the commander or other officer in charge may suspend the member pending an investigation conducted by the commander or a designee.
4. Administrative suspensions result from failure to complete any requirement of in-service training or testing. The commander shall notify the member in writing and such member shall not be eligible to participate in any operations, until training has been completed and approved by the commander or one of his assistants.
5. Operational suspensions result from infractions of rules, guidelines, procedures or verbal directions given by a superior officer. These suspensions generally, but not limited to, resulted from a safety issue, obstructionist behavior, or other unproductive actions toward the team or any of its members. The lack of any quality, which enhances the capacity of the team to improve, function, or work together is subject to action under this section. The commander shall review each case and may counsel the member and/or place the member on probation up to 6 months and/or suspend the member up to 30 days and/or refer the member to the Shelby County Board's Public Safety Committee for a termination hearing. In any event the commander or an assistant shall make a written report of any incidents and actions taken and shall place that report in the personnel file of such member for two years. It may be removed by written request of the member thereafter.

Section 13 Equipment and Uniforms

EQUIPMENT

All equipment shall be of good quality and kept in good working order. Equipment used is set forth by the commander with advice of the officers. A list of official equipment will be made available to all members. Any member wishing to use his/her own equipment must conform to the team standard for quality and style.

For safety purposes, it is the policy of the team to have as near to identical diver equipment as possible issued to each diving member. Underwater emergencies, gear exchanges, spare parts and repair training are but a few benefits of uniformity in gear.

The Equipment Specialist shall inspect and ensure inventorying of team gear at least once a year. Any gear not functioning properly shall be taken 'off line' immediately until repaired and approved by the commander.

UNIFORMS

The commander shall have authority to authorize a variety of uniforms. In any case the team members shall use the following:

1. Class B Uniform: navy team 'polo' shirt with the team logo on the left top corner, khaki pants, blue baseball type cap with the team logo front and center.
2. Tactical Uniform: Orange turnout shirt with "SCDT" on back, "SHELBY COUNTY DIVE TEAM" on front upper left corner, blue baseball type cap with the team logo front and center.

The commander will post other authorized uniforms from time to time.

Professionalism dictates that uniforms be worn. At a scene uniforms lend an air of comfort to family members, by-standers and other public safety agencies. Appearance is very important and essential for good moral and operations. PFD's (Personal Floatation Device) will also be worn whenever reasonable and proper.

All equipment and uniforms are property of Shelby County Dive Team. All team equipment MUST be surrendered back to a member of the command staff upon retirement, resignation, or termination.

Section 14 Reporting Procedures

Report forms are located on the dive truck, but will be made available to members for on-site recording of information. The commander or his/her assistants shall designate which diver shall complete the report. The officer in charge of that operation and the commander shall review the report.

All agencies requiring a copy shall be provided such by the reporting diver or any team officer.

Section 15 Special Operations

Special operations include but are not limited to:

1. Disaster response to both land and water emergencies
2. Assistance to another agency of duties not normally carried out by the team.

Unit members will be paged out as normal and meet at the location given on the page. A briefing will be held by the commander, or his/her designee, and assignments given out. The commander shall coordinate the teams' efforts with police, fire, ESDA, EMS or other officials as needed.


Section 16 Dive Team Auxiliary

Auxiliary members will provide a supporting role with, but not limited to, special events, extended operational call outs and fundraisers. Auxiliary members shall adhere to procedures and guidelines as stated within Section 7 (1, 2 & 6), 10, 12, 13, and 15. Auxiliary members will be requested by phone based on the needs of the operation or event. The team commander or assistant will provide direction for auxiliary members while on a scene or dive site.


Section 17 Amendments and Rules

This document may be amended from time to time as submitted by the commander and approved by the Public Safety Committee and the full county board. The commander/officers shall have authority to make rules in order to more fully carry out the intentions set forth herein. The commander may amend those rules from time to time as needed.


The compiled Standard Operating Procedures and Guidelines have been reviewed and agreed to by the Shelby County Board's Public Safety Committee as the official regulations governing the operation and administration of the Shelby County Dive-Rescue Team, Pursuant to 50 ILCS 755/et. seq. known as the "Water Rescue Act" and such resolution as the Shelby County Board's Public Safety Committee can approve.




PSC Chairman



Commander, SCDT



Operational Asst. Commander, SCDT



Administrative Asst. Commander, SCDT



County Board Chairman

Shelby County Dive-Rescue Team

Acceptance of Operating Procedures & Guidelines

I, _____, a member of the Shelby County Dive-Rescue Team, hereby acknowledge that I have received a copy of the Standard Operating Procedures & Guidelines as approved by the Shelby County Board's Public Safety Committee.

Please initial the following:

_____ I have been given a copy of the above described SOP/SOG.

_____ I have reviewed the above described SOP/SOG with at least one command staff member of the Shelby County Dive-Rescue Team.

_____ I accept the policies and guidelines set forth in the above described SOP/SOG as requirements for membership in the Shelby County Dive-Rescue Team.

Member Signature

Command Staff Signature

TIMEKEEPING POLICY

Dated _____

Hourly employees will clock in and out at the time designated by Union Contract or hours directed by their Department Head.

Employees will be responsible for approving each clock in/out segment in TCP for the payroll period by noon on the Monday of the paycheck week. If Monday is a holiday, this must be completed by 10:00 a.m. on Tuesday. This process can be done at any point throughout the payroll period and is done by placing a check mark in the E column on the dashboard or in the time clock itself.

Department Heads or Management Designee will approve clock in/out segments in TPC for each employee by noon on the Monday of a payroll week. If Monday is a holiday, this must be completed by 10:00 a.m. on Tuesday. This process can be done at any point throughout the payroll period and is done by placing a check mark in the M column for Department Heads or the O column for a Management Designee in the management dashboard. All corrections to clock in/out issues must be completed by this time as well. Issues should be taken care of throughout the pay period to assure timely processing of payroll.

The approval process of putting a checkmark in the appropriate boxes, serves as an electronic signature and confirmation that the times are correct. Once there is management approval the file will be pulled from TCP and put into the payroll system for the completion of the payroll process.

It is critical that all paid time off is entered in TCP correctly and timely for the final payroll to be correct. This should be completed throughout the payroll period.

Department Heads who have employees who have earned overtime or holiday pay, will need to email a list of those employees who want this time to be credited to their comp time bank as opposed to being paid. This email will need to be sent to shcotre@shelbycounty-il.gov and shcotrechiefdep@shelbycounty-il.gov by 1:00 p.m. on the Monday of a payroll week. If Monday is a holiday, it must be emailed by 10:00 a.m. on Tuesday. If an email is not received on time, the time will be paid on that payroll.

The Treasurer's office will pull a Complete Payroll Report from TCP and this will serve as the official timekeeping record for each employee. Once pulled into the payroll system the hours for ARPA pay, shift differential and overtime to be comped will be added and then final processing will take place. Upon completion of the processing of payroll, the Complete Payroll Report and the Time Entry Report will be emailed to the County Clerk.

Printed name of Employee

Signature of Employee

Date: _____

**SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION
TREASURER'S REPORT May 31, 2024**

Beginning Balance	April 30, 2024	\$ 17,866.26
Deposits		
Arrow Energy--Credit Card Fuel Sales		\$ 6,903.11
Fuel Sales--Cash & Check		\$ 1,261.72
Rent		\$ 1,485.00
Bank Interest		\$ 0.78
		<u>\$ 9,650.61</u>
		\$ 27,516.87

Bills Received and Paid			
Shelby County Aviation--FBO May, 2024	\$ 3,500.00		
Shelby Electric Cooperative	\$ 808.32		
Steve Wempen--Bookkeeping May, 2024	\$ 200.00		
Illinois Department of Revenue--Sales Tax Payment	\$ 956.00		
John Deere Financial--New Tractor Payment 49 of 84	\$ 751.36		
Shelbyville Water Department	\$ 25.45		
Ameren IP	\$ 127.94		
ACH Payment--Bank Deposit Slips (Correction)	\$ 0.02		
A. C. T. S. LLC--Internet	\$ 50.00		
Fesse--Annual Fire Extinguisher Inspection	\$ 219.50		
Shelbyville Ace Hardware--Fasteners for New Signs	\$ 89.80		
Arrow Energy--1916 Gal. 100LL Avgas @\$4.80519	\$ 9,206.75		
Arrow Energy--1390 Gal. 100LL Avgas @\$4.78019	\$ 6,644.47		
Shelby County Highway Department--New Signs for Ramp	\$ 345.80		
Syntech Fuel Systems--Fuel Master Limited Maint. Agreement	\$ 550.00		
LRS LLC--Trash Service 4-01-24/6-30-24	\$ 82.50		
Consolidated Communications	\$ 188.85		
		<u>\$ 23,746.76</u>	
		\$ 3,770.11	

- Shelby County State Bank
- First Federal Savings and Loan
- Farm Agency Account
- Fuel Receivable
- Rent Receivable
- Cash On Hand
- Certificates of Deposit

F I L E D
JUN 12 2024

Jessie Dora
SHELBY COUNTY CLERK

\$ 3,770.11
\$ 2,994.35
\$ 40,940.17
\$ 1,623.04
\$ 345.00
\$ 1,251.68
\$ 121,023.37
<u>\$ 171,947.72</u>

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

REGULAR MEETING MINUTES

May 6, 2024

Members present at meeting:

Commissioners--John Hall, Rick Brown, Steve Wempen

Members not present at meeting:

Commissioners--Walt Lookofsky

County Board Members--Carol Cole

Airport Manager--Scott Jefson

Others Present--Jim Schwerman

Rick calls the meeting to order.

Rick asks Jim to give his farm Report. Jim said we're going to have corn south across the highway this year. Beans will be planted again this year where volunteer wheat is coming up. Jim mentions that he switched to Effingham Equity this year instead of using Nutrien as in the past. Jim also mentioned that he sold some grain and should be putting twenty-six or seven thousand in the account shortly. We still have about a thousand bushel or so of wheat and corn to sell yet. Scott asks Jim if he could have the grass runways sprayed and Jim said he would do that. Jim said he sold thirty percent of this years crop 2024. It was \$11.50 or so for soy beans and \$4.40 for corn. Jim mentioned being fearful of \$10 beans if we have a good crop. Scott asks Jim to look at the east side of the driveway and if Stew could come in and cut out all the way to the ditch to help drain the water. Jim said he would and John asks if he new where we could get some dirt. Jim mentioned Steve Darnells name. Steve made a call and found out we can have all the dirt we want from GSI for free, we would have to see about getting it hauled. Jim said he would check the Darnell and thanked us for our time and excused himself.

The minutes for the Regular meeting held April 8th were read by all. Rick made a motion to approve the minutes. It was second by John and was approved by all saying aye.

The April Treasurer's Report was read by all. Steve made a motion to approve the Treasurer's Report. It was second by Rick and approved by all saying aye.

Bills Presented

Shelbyville Ace Hardware--Fasteners for New Signs	\$	89.80
Syntech Fuel Systems--Annual Fuel Master Limited Maintenance Agreement	\$	550.00
Shelby County Highway Department--New Signs	\$	345.80
Fessi--Annual Fire Extinguisher Inspection	\$	219.50
LRS LLC--Trash Service from 4-1-24 to 6-30-24	\$	82.50

John made a motion to accept the bills as presented. Rick second it and it was approved by all saying aye.

Managers Report

Scott mentioned the local EAA chapters Fly-in/Breakfast was a huge success. We served 200-250 people and had thirty airplanes fly in. We ran out of places to park planes because the grass was too wet. The mowers have not been here yet. Removed the last Ash tree and all cleaned up ready to burn. We did get a load of fuel this month. Scott said on Tuesday the week before, Baby Steps came out and there was about a hundred people. The kids got to look at and touch airplanes. Wyatt Jesse came out and flew a drone for the kids to see. There was more discussion on the fly-in and Scott said EAA chapter netted a little over \$2000. Also had several compliments on the airport and how easy it was to get in and out. Plans are to make it an annual event around the same time every year.

Old Business

Rick said he called Lindsay Hausman and left her a message about planting crops on the west side of 18-36 and that he did get a text from her stating she was working on trying to get a meeting set up with IDOT but hadn't been able to yet. Rick mentioned calling three other numbers and finally was able to leave a message

and Dennis Jarman called him back. Dennis ask him how many acres and Rick told him fifty seven. Rick said he sounded surprise on the number and said he was to have a meeting with the bureau chief the next day and would mention it. Rick also said he mentioned something about getting some corrected numbers on the ALP with runway 4-22. In otherwards play ball and it would maybe help the farm ground issue. A lengthy discussion ensued on the issue.

Steve mentioned a surveyer coming to the airport the next week to get the Apron Rehabilitation project started. The actual work will begin in 2025.

Rick mentions the upcoming car show. John said he needs to make up some flyers and get them out. Carol asks when the car show is and John said it is scheduled for the 14th of September. Some discussion ensued on the car show and that we need to find someone with a food truck.

Rick also asks about the fence and John explained some on what he planned to do. Some discussion ensued on the fence.

John made a motion to adjourn and Rick second it.

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NO.	DEBITS	CREDITS	BALANCE
	30-Apr-24	Balance Shelby County State Bank				\$ 17,866.26
6429	1-May-24	Shelby County Aviation--FBO May, 2024	022-5210-12-023	\$ 3,500.00		\$ 14,366.26
6430	1-May-24	John Deere Financial--Payment # 49 of 84	022-5455-12-023	\$ 751.36		\$ 13,614.90
6431	1-May-24	Arrow Energy--1916 Gal. 100LL Avgas @\$4.80519	022-8010-12-023	\$ 9,206.75		\$ 4,408.15
6432	3-May-24	Shelbyville Water Department	022-7800-12-023	\$ 25.45		\$ 4,382.70
6433	3-May-24	Shelby Electric Cooperative	022-7800-12-023	\$ 808.32		\$ 3,574.38
	3-May-24	Arrow Energy--Deposit			\$ 564.70	\$ 4,139.08
	7-May-24	Illinois Department of Revenue--Sales Tax Payment		\$ 956.00		\$ 3,183.08
6434	7-May-24	Fessi--Annual Fire Extinguisher Inspection	022-7441-12-023	\$ 219.50		\$ 2,963.58
6435	7-May-24	Shelbyville Ace Hardware--Fasteners for New Signs	022-7444-12-023	\$ 89.80		\$ 2,873.78
6436	7-May-24	Shelby County Highway Department--New Signs for Ramp	022-7444-12-023	\$ 345.80		\$ 2,527.98
6437	7-May-24	Syntech Systems--Fuel Master Limited Maint. Agreement	022-7441-12-023	\$ 550.00		\$ 1,977.98
6438	7-May-24	LRS--Trash Service 4-01-24/6-30-24	022-7444-12-023	\$ 82.50		\$ 1,895.48
	9-May-24	Rent--B Brunken \$115, M Figgins \$125, Flying Club \$230 J Livesay \$125, Steve Wempen \$115				
		Fuel \$188.89				
		Rent \$710.00				
	10-May-24	Arrow Energy--Deposit			\$ 898.89	\$ 2,794.37
6439	13-May-24	Ameren IP--SCA 37528 \$49.16, Airport 006211 \$78.78	022-7800-12-023	\$ 127.94		\$ 5,065.15
	17-May-24	Arrow Energy--Deposit			\$ 1,177.22	\$ 4,937.21
6440	20-May-24	Steve Wempen--Bookkeeping May, 2024	022-5220-12-023	\$ 200.00		\$ 6,114.43
6441	21-May-24	Consolidated Communications	022-7800-12-023	\$ 188.85		\$ 5,914.43
	22-May-24	Rent--BARR \$115, K Best \$125, T Swiney \$115, W Jesse \$115 M Figgins \$125, D Collette \$115, R Heinberger \$65				
		Fuel--\$1072.83				
		Rent--\$775.00,00				
	24-May-24	Arrow Energy--Deposit			\$ 1,847.83	\$ 7,573.41
6442	28-May-24	ACTS LLC--Internet	022-7800-12-023	\$ 50.00		\$ 9,160.91
6443	29-May-24	Arrow Energy--1390 Gallon 100LL Avgas @\$4.78019	022-8010-12-023	\$ 6,644.47		\$ 2,466.44
	31-May-24	Arrow Energy--Deposit			\$ 1,302.91	\$ 3,769.35
	31-May-24	Bank Interest			\$ 0.78	\$ 3,770.13
	31-May-24	Correction for Beginning Balance From April Board Meeting June 10, 2024		\$ 0.02		\$ 3,770.11

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
BUDGET ACCOUNT SUMMARY April 30, 2024

CHECK NO.	DATE	6210-01	5220-12	5455-12	6120-12	7000-12	7440-12	7441-12	7442-12	7443-12	7444-12	7800-12	8010-12	9900-12
6429	1-May-24	\$ 17,500.00	\$ 1,000.00	\$ 9,155.25	\$ -	\$ 155.98	\$ 734.07	\$ 8,292.05	\$ 3,555.54	\$ -	\$ 4,819.91	\$ 8,215.39	\$ 28,936.10	\$ -
6430	1-May-24	\$ 3,500.00												
6431	1-May-24			\$ 751.36										
6432	3-May-24											\$ 25.45	\$ 9,206.75	
6433	3-May-24											\$ 808.32		
6434	7-May-24							\$ 219.50						
6435	7-May-24													
6436	7-May-24							\$ 550.00				\$ 89.80		
6437	7-May-24											\$ 345.80		
6438	7-May-24											\$ 82.50		
6439	13-May-24											\$ 127.94		
6440	20-May-24		\$ 200.00											
6441	21-May-24											\$ 188.85		
6442	28-May-24											\$ 50.00		
6443	29-May-24												\$ 6,644.47	

31-May-24	\$ 3,500.00	\$ 200.00	\$ 751.36	\$ -	\$ -	\$ 155.98	\$ 734.07	\$ 769.50	\$ 3,555.54	\$ -	\$ 5,338.01	\$ 9,415.95	\$ 15,851.22	\$ -
YTD	\$ 21,000.00	\$ 1,200.00	\$ 9,906.61	\$ -	\$ -	\$ 155.98	\$ 734.07	\$ 9,061.55	\$ 3,555.54	\$ -	\$ 5,338.01	\$ 9,415.95	\$ 44,787.32	\$ -

ACH--IL Dept. of Revenue	\$ 956.00													\$ 105,155.05
ACH--SCSB Correction	\$ 0.02													\$ 2,050.56
Total Monthly Expenses	\$ 23,746.76													\$ 107,205.61
	\$ -													
	\$ 23,746.76													

Total	\$ 22,790.74													\$ 105,155.05
Sales Tax Payments														\$ 2,050.56
YTD Total Budget	\$ 23,746.76													\$ 107,205.61

Shelby County Airport and Landing Field Commission
Fuel Sales May, 2024

DATE	QUANTITY	CUSTOMER INVOICE	TRANS. NO.	PRICE	CREDIT CARD	CHARGE	CASH
1-May-24	15.91	Credit Card Customer	1865	\$ 5.35	\$	85.12	
1-May-24	1.08	Credit Card Customer	1866	\$ 5.35	\$	5.78	
1-May-24	6.53	Credit Card Customer	1867	\$ 5.35	\$	34.94	
1-May-24	60.94	Credit Card Customer	1868	\$ 5.35	\$	326.03	
1-May-24	6.11	Credit Card Customer	1869	\$ 5.35	\$	32.69	
1-May-24	12.78	Matt Figgins	1870	\$ 5.30		\$	67.73
2-May-24	6.51	Credit Card Customer	1871	\$ 5.35	\$	34.83	
2-May-24	5.10	Credit Card Customer	1872	\$ 5.35	\$	27.28	
3-May-24	6.11	Credit Card Customer	1873	\$ 5.35	\$	32.69	
3-May-24	5.33	Scott Jefson	1874	\$ 5.30		\$	28.25
3-May-24	86.88	Credit Card Customer	1875	\$ 5.35	\$	464.81	
3-May-24	3.04	Credit Card Customer	1876	\$ 5.35	\$	16.26	
3-May-24	22.51	Credit Card Customer	1877	\$ 5.35	\$	120.43	
3-May-24	19.48	Credit Card Customer	1878	\$ 5.35	\$	104.22	
3-May-24	4.09	Credit Card Customer	1879	\$ 5.35	\$	21.88	
4-May-24	22.78	Credit Card Customer	1880	\$ 5.35	\$	121.87	
4-May-24	15.09	Credit Card Customer	1881	\$ 5.35	\$	80.73	
4-May-24	16.08	Credit Card Customer	1882	\$ 5.35	\$	86.03	
4-May-24	15.75	Credit Card Customer	1883	\$ 5.35	\$	84.26	
4-May-24	40.66	Credit Card Customer	1884	\$ 5.35	\$	217.53	
4-May-24	30.11	Credit Card Customer	1885	\$ 5.35	\$	161.09	
4-May-24	5.11	Credit Card Customer	1886	\$ 5.35	\$	27.34	
4-May-24	18.88	Credit Card Customer	1887	\$ 5.35	\$	101.01	
5-May-24	20.12	Steve Wempen	1888	\$ 5.30		\$	106.64
5-May-24	13.86	Barry Brunken	1889	\$ 5.30		\$	73.46
5-May-24	6.00	Wyatt Jesse	1890	\$ 5.30		\$	31.80
6-May-24	26.33	Credit Card Customer	1891	\$ 5.35	\$	140.87	
8-May-24	14.54	Credit Card Customer	1893	\$ 5.35	\$	77.79	
8-May-24	6.29	Credit Card Customer	1894	\$ 5.35	\$	33.65	
8-May-24	2.05	Credit Card Customer	1895	\$ 5.35	\$	10.97	
9-May-24	6.10	Credit Card Customer	1896	\$ 5.35	\$	32.64	
10-May-24	5.10	Credit Card Customer	1897	\$ 5.35	\$	27.28	
10-May-24	5.09	Credit Card Customer	1898	\$ 5.35	\$	27.23	
10-May-24	6.85	Credit Card Customer	1899	\$ 5.35	\$	36.65	
27-Nov-15	4.77	Credit Card Customer	1900	\$ 5.35	\$	25.52	
10-May-24	17.97	Matt Figgins	1901	\$ 5.30		\$	95.24
10-May-24	1.10	Credit Card Customer	1902	\$ 5.35	\$	5.88	
10-May-24	7.02	Credit Card Customer	1903	\$ 5.35	\$	37.56	
10-May-24	60.86	Credit Card Customer	1904	\$ 5.35	\$	325.60	
11-May-24	5.91	Chapter 274, EAA	1905	\$ 5.30		\$	31.32
11-May-24	14.71	Credit Card Customer	1906	\$ 5.35	\$	78.70	
11-May-24	5.11	Credit Card Customer	1907	\$ 5.35	\$	27.34	
11-May-24	19.06	Credit Card Customer	1908	\$ 5.35	\$	101.97	
12-May-24	8.40	Credit Card Customer	1909	\$ 5.35	\$	44.94	
12-May-24	12.70	Credit Card Customer	1910	\$ 5.35	\$	67.94	
13-May-24	41.06	Credit Card Customer	1911	\$ 5.35	\$	219.67	
13-May-24	5.13	Credit Card Customer	1912	\$ 5.35	\$	27.45	
15-May-24	5.09	Credit Card Customer	1913	\$ 5.35	\$	27.23	
16-May-24	41.77	Credit Card Customer	1914	\$ 5.35	\$	223.47	
16-May-24	65.05	Credit Card Customer	1915	\$ 5.35	\$	348.02	
16-May-24	75.09	Cash Customer	1916	\$ 5.35			\$ 401.73
16-May-24	41.67	Cash Customer	1917	\$ 5.35			\$ 222.93
16-May-24	10.36	Credit Card Customer	1918	\$ 5.35	\$	55.43	
17-May-24	9.11	Credit Card Customer	1919	\$ 5.35	\$	48.74	
17-May-24	6.73	Credit Card Customer	1920	\$ 5.35	\$	36.01	
17-May-24	8.11	Credit Card Customer	1921	\$ 5.35	\$	43.39	
18-May-24	7.01	Credit Card Customer	1922	\$ 5.35	\$	37.50	
18-May-24	15.10	Credit Card Customer	1923	\$ 5.35	\$	80.78	
18-May-24	10.82	Credit Card Customer	1924	\$ 5.35	\$	57.89	
18-May-24	36.46	Credit Card Customer	1925	\$ 5.35	\$	195.06	
19-May-24	32.86	Rick Brown	1926	\$ 5.30		\$	174.16

19-May-24	25.02	Steve Wempen	1927	\$ 5.30		\$ 132.61
19-May-24	8.24	Credit Card Customer	1928	\$ 5.35	\$ 44.08	
19-May-24	20.03	Credit Card Customer	1929	\$ 5.35	\$ 107.16	
19-May-24	35.75	Credit Card Customer	1930	\$ 5.35	\$ 191.26	
20-May-24	7.09	Paul Canaday	1931	\$ 5.30		\$ 37.58
20-May-24	2.10	Credit Card Customer	1932	\$ 5.35	\$ 11.24	
20-May-24	5.81	Credit Card Customer	1933	\$ 5.35	\$ 31.08	
20-May-24	11.95	Credit Card Customer	1934	\$ 5.35	\$ 63.93	
21-May-24	5.10	Credit Card Customer	1935	\$ 5.35	\$ 27.28	
22-May-24	57.07	Credit Card Customer	1936	\$ 5.35	\$ 305.32	
22-May-24	8.10	Chapter 274, EAA	1937	\$ 5.30		\$ 42.93
22-May-24	5.10	Credit Card Customer	1938	\$ 5.35	\$ 27.28	
22-May-24	13.01	Credit Card Customer	1939	\$ 5.35	\$ 69.60	
22-May-24	6.10	Credit Card Customer	1940	\$ 5.35	\$ 32.64	
22-May-24	35.34	Credit Card Customer	1941	\$ 5.35	\$ 189.07	
22-May-24	6.67	Credit Card Customer	1942	\$ 5.35	\$ 35.68	
23-May-24	3.60	Credit Card Customer	1943	\$ 5.35	\$ 19.26	
23-May-24	5.53	Credit Card Customer	1944	\$ 5.35	\$ 29.59	
23-May-24	9.10	Credit Card Customer	1945	\$ 5.35	\$ 48.68	
23-May-24	5.71	Credit Card Customer	1946	\$ 5.35	\$ 30.55	
24-May-24	9.11	Credit Card Customer	1947	\$ 5.35	\$ 48.74	
24-May-24	5.11	Credit Card Customer	1948	\$ 5.35	\$ 27.34	
24-May-24	16.11	Credit Card Customer	1949	\$ 5.35	\$ 86.19	
24-May-24		Overage from fuel delv. 41.96 gal	1950			
24-May-24	5.10	Credit Card Customer	1952	\$ 5.35	\$ 27.28	
25-May-24	9.11	Credit Card Customer	1953	\$ 5.35	\$ 48.74	
25-May-24	18.96	John Weber	1954	\$ 5.30		\$ 100.49
25-May-24	11.32	Barry Brunken	1955	\$ 5.30		\$ 60.00
25-May-24	9.65	Credit Card Customer	1956	\$ 5.35	\$ 51.63	
25-May-24	10.49	Credit Card Customer	1957	\$ 5.35	\$ 56.12	
25-May-24	9.68	Scott Jefson	1958	\$ 5.30		\$ 51.30
25-May-24	6.27	Credit Card Customer	1959	\$ 5.35	\$ 33.54	
25-May-24	5.10	Credit Card Customer	1960	\$ 5.35	\$ 27.28	
27-May-24	5.10	Credit Card Customer	1961	\$ 5.35	\$ 27.28	
25-May-24	15.84	Ryan Spain	1962	\$ 5.30		\$ 83.95
27-May-24	5.00	Credit Card Customer	1963	\$ 5.35	\$ 26.75	
27-May-24	2.00	Credit Card Customer	1964	\$ 5.35	\$ 10.70	
28-May-24	14.95	Credit Card Customer	1965	\$ 5.35	\$ 79.98	
29-May-24	45.91	Credit Card Customer	1966	\$ 5.35	\$ 245.62	
29-May-24	57.68	Credit Card Customer	1967	\$ 5.35	\$ 308.59	
29-May-24	9.14	Credit Card Customer	1968	\$ 5.35	\$ 48.90	
29-May-24	18.75	Rick Brown	1969	\$ 5.30		\$ 99.38
30-May-24	15.53	Scott Jefson	1970	\$ 5.30		\$ 82.31
30-May-24	6.54	Credit Card Customer	1971	\$ 5.35	\$ 34.99	
30-May-24	8.00	Credit Card Customer	1972	\$ 5.35	\$ 42.80	
30-May-24	6.79	Credit Card Customer	1973	\$ 5.35	\$ 36.33	
31-May-24	1.01	Credit Card Customer	1974	\$ 5.35	\$ 5.40	
31-May-24	4.96	Credit Card Customer	1975	\$ 5.35	\$ 26.54	
31-May-24	2.66	Credit Card Customer	1976	\$ 5.35	\$ 14.23	
31-May-24	6.34	Credit Card Customer	1977	\$ 5.35	\$ 33.92	
31-May-24	9.06	Credit Card Customer	1978	\$ 5.35	\$ 48.47	
TOTAL	1735.91				\$ 7,351.05	\$ 1,299.15
		TOTAL				\$ 624.66
						\$ 9,274.86

SHELBY COUNTY AIRPORT

100LL COST OF SALES REPORT 2023-2024

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL		NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH					COST	TOTAL COST	
December	1064.94	\$ 5.46	\$ 4,915.13	\$ 516.42	\$ 387.83	\$ 5,819.38	\$ 4.22	\$ 4.48	\$ 163.20	\$ 4,938.12	\$ 881.26	
January	688.91	\$ 5.35	\$ 2,622.10	\$ 441.42	\$ 618.99	\$ 3,682.51	\$ 4.24	\$ 4.51	\$ 102.11	\$ 3,205.65	\$ 476.86	
February	1719.08	\$ 5.34	\$ 7,226.45	\$ 1,072.85	\$ 887.73	\$ 9,187.03	\$ 4.40	\$ 4.68	\$ 217.17	\$ 8,253.86	\$ 933.17	
March	1324.04	\$ 5.34	\$ 4,828.41	\$ 1,586.03	\$ 655.00	\$ 7,069.44	\$ 4.50	\$ 4.78	\$ 152.64	\$ 6,482.07	\$ 587.37	
April	1542.46	\$ 5.34	\$ 6,088.66	\$ 1,465.60	\$ 684.05	\$ 8,238.31	\$ 4.81	\$ 5.11	\$ 191.96	\$ 8,067.01	\$ 171.30	
May	1735.91	\$ 5.34	\$ 7,351.05	\$ 1,299.15	\$ 624.65	\$ 9,274.85	\$ 4.80	\$ 5.10	\$ 222.60	\$ 9,075.74	\$ 199.11	
June												
July												
August												
September												
October												
November												
TOTAL	8075.34		\$ 33,031.80	\$ 6,381.47	\$ 3,858.25	\$ 43,271.52			\$ 1,049.67	\$ 40,022.45	\$ 3,249.07	

\$30 Monthly Fee included in Arrow Fee Above

JET A COST OF SALES REPORT 2023-2024

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL		NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH					COST	TOTAL COST	
December	14.77	\$ 5.99	\$ 88.47	\$ -	\$ -	\$ 88.47	\$ 4.39	\$ 4.66	\$ 2.40	\$ 71.29	\$ 17.18	
January	4.06	\$ 5.99	\$ 24.32	\$ -	\$ -	\$ 24.32	\$ 4.39	\$ 4.66	\$ 0.67	\$ 19.61	\$ 4.71	
February	10.02	\$ 5.99	\$ 60.02	\$ -	\$ -	\$ 60.02	\$ 4.39	\$ 4.66	\$ 1.55	\$ 48.29	\$ 11.73	
March	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
April	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
May	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
June												
July												
August												
September												
October												
November												
TOTAL	28.85		\$ 172.81	\$ -	\$ -	\$ 172.81			\$ 4.62	\$ 139.19	\$ 33.62	

**SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
SHELBYVILLE, IL.**

REGULAR MEETING AGENDA

**Meeting to be held at the Shelby County Airport
June 10, 2024
7:00 PM**

- I. Call Meeting to Order**
- II. Guest Speaker (If Scheduled)**
 - 1 Jim Schwerman to present Farm Report**
 - 2**
- III. Approval of Minutes**
- IV. Approval of Treasurer's Report**
- V. Approval of Bills Presented**
- VI. Airport Manager's Report**
- VII. Old Business**
 - 1 Continue discussing Plans for Car Show**
 - 2**
 - 3**
 - 4**
- VIII. New Business**
 - 1 Discuss the Pre-Design Meeting for the Apron**
 - 2 Discuss Adjusting the Fuel Price**
 - 3**
 - 4**
- IX. Adjournment**

Road and Bridge Committee Meeting Agenda June 10th, 2024

Date and Time of meeting: Monday June 10th, 2024 4:30 pm

Location of Meeting: Shelby County Highway Department
1590 State Highway 16
Shelbyville, Illinois 62565

Roll Call: Tim Brown, Clay Hardy, Mitchell Shuff, Brent Wallace, Mark Bennett

Public Body Comment –

Approval of Minutes from previous meeting – May 6, 2024

- Supplemental Resolution for amendment of Resolution 2020-49 and Supplemental Resolution 2023-20, Improvement under Illinois Highway Code to amend and approve funds for an additional \$41,000 for the construction and engineering costs associated with the construction of Bridge 087-3000 on County Highway 21 over a tributary to Flat Branch Creek. The total cost for the project is currently at \$650,872.05. Of which Rebuild Illinois Funds were utilized for this project.
- 50/50 petition to demolish and construct a new bridge SN# 087-3148 on TR 199 (1200N-9.5 miles Southwest of Windsor) in Richland Township. This petition will be for the Phase 1&2 engineering only. The total estimated cost for PE will be \$38,395, of which the state will pay 80% through the township bridge program. 10% will be owed by the County and Township at \$3,840 each.

- Resolution to approve engineering agreement with Civil Design Inc to assist in the structural design, hydraulic study, and all other necessary items for the reconstruction of structure 087-3148 over Richland Creek. Estimated cost will be \$38,395 of which Township Bridge (State) will pay 80% of the design cost, County Bridge and Townships will be responsible to share the remaining 10% each.
- 50/50 petition to construct drainage improvements by Cold Spring Township Road Commissioner (CR 850N in Section 8 of township, just W of CH15), estimated cost is \$10,423 to be shared 50/50 by the county and the township.
- 50/50 petition to construct drainage improvements by Ash Grove Township Road Commissioner (CR 1350N in Section 11 of township, just W of 3475E), estimated cost is \$7,600 to be shared 50/50 by the county and the township

Maintenance Department Update –

Engineers report –

Approval of Claims –

Approval of CPCA

Public Body Comment -

Adjournment: Next Scheduled Meeting will be July 8th, 2024 @ 4:30 pm
@ Highway Department

PUBLIC SAFETY

5-2-24

FILED

6:02

T. BOEHM

MAY 08 2024

ABSENT.

C. COAL

JENNIFER FOX

SHAWN MARTZ

SONNY ROSS

SHELBY COUNTY CLERK

JULIE EDWARDS

TAD MAYHALL

PUBLIC BODY COMMENT:

MARY SO - - AIR QUALITY PROBLEM - TESTED - ASK TO LOOK INTO.

SONNY - ? ABOUT BEING PART OF WINDOWS - HOW LONG BEEN ISSUE

M. S. - BEEN GOING ON AWHILE

STAN SHIRETTÉ - LIVED ENTIRE LIFE SHELBY CO - SOUTHERN COUNTY BOARDER BEING INVOLVED RESOLUTION ATTACHED.

TRICIA - GLAD THE DIVE TEAM IS BACK -

NOT SO ~~HA~~ HAPPY ABOUT WINDOW.

HOPE BOARD WILL SUPPORT
THE DIVE TEAM -
PLEASE SHOW PROFFES.

~~S.O.P.~~ - DIVE TEAM -

DISCUSSION - RESOL. FOR SHELBY
COUNTY BOARD RESOLUTION

SOUNDLY - APPEARANCES THAT THIS
COM. HAS A THUMB ON THE
DIVE TEAM - COMMANDER -

SOFTEN IT A LITTLE -

EXAMP: TRAINING - COMM. NEEDS
TO DETERMINE TRAIN.

RESOLUTION - PROTECT THE

DIVE TEAM - AT ALL

LEVELS - PSC IS THE

ONE WHO IS RESPON.

FOR THE DIVE TEAM.

TAD - INSURANCE COVER. -

SOP & SOB GO HAND & HAND

DISCUSS - ON DIVE TEAM APPL.
POSSIBLY MORE OPPORTUNITIES
FOR OTHERS - NOT NEC.
MEMBER IN THE WATER -
HELP ON SITE (LAND) SHORE
RESPONDER -

DIVERS ARE REQUIRED TO
HAVE PHYSICALS YEARLY

WET SUITS (DRY SUITS -
COUNTY PURCHASES -

MASK & FINS ARE
PURCHASED BY DIVERS.

POSSIBLE ARPA COULD HELP
WITH ANY EQUIP.

POSSIBLE COMP PER CALL? W2
AT THE END OF YEAR.

10/20 COMP PER CALL &
TRAINING. WAGES HAS TO
BE OVER \$600 PER YEAR.

THIS ISSUE TO BE CONT.
TECH. RESCUE - DIVE MAY COME
UNDER THE RULES.

SHERIFF - NEW DEP. STARTED
IN JANUARY - DONE WITH
TRAINING.

WINDOWS - ZOOM MEETING
WITH CENTRACA - HAZAR.
SURVEY ON WINDOWS -
CENTRACA - DOING A COMP.
AUDIT.

NOTHING ON STUCO - WINDOWS
ONLY.

ANIMAL CONTROLS - UPDATE -
BILLS DIRECTLY TO FINANCE

DIVE TEAM UPDATES -
AUSTIN - TEAM DID GREAT -

SUNDAY CALL - JUMPED IN DID
GREAT. DOWN ONE TRUCK -
USED PERSONAL TRUCK TO
PULL BOAT - STILL CHECKING
EQUIPMENT BEING CHECKED.

BOAT BATTERIES - REPLACED -
BILL TO FINANCE -

FUEL NEEDS ADDRESSED -
PROBLEM WITH GETTING
DIESEL.

WEX CARD PRIOR - IN
EVERY VEHICLE.

DISPATCHING A LITTLE PROBLEM
ISSUE ON SUNDAY - WORKING
NOW.

SOP - NEED TO BE LOOKED
AT
SAME AS RESOLUTION.

\$252 PER YR. FOR ALL AP
ON PERSONAL PHONE

T.B. CAN WEX CARDS BE REISSUED

TAD - LOOKING AT THIS -

TIM - SHORT A TRUCK - DIVE ACTUALLY
USED IT.

CAROL - OBSERVED THE SUNDAY
ACCIDENT -

TAD - SPOKE ON THE DIVE
TEAM - THANK THE ENTIRE
TEAM. I'M WITH YOU -
I'LL PROTECT YOU

MOTION TO A.D.S. CAROL

APPROX
7:06

SONNY ZNO
ALL IN

County Farm meeting, agenda
Wednesday June 5, 2024, 6pm
Shelby county courthouse courtroom A

1. Call to order
2. Roll call
3. Public body comment
4. Discuss and vote to send to full board, Stu Fox offer to plant beans, the county will pay for chemicals, amounting up to \$23,468.17, insurance \$803. The budget for the farm is \$167,000. Seed beans donated. Farming will take care of the noxious weeds. waterways, roads, cemetery will be mowed by StuFox and company at no cost to the county.
5. Discuss and vote on mowing the county farm only if the ground is not farmed. Kenny Compton will mow waterways and cemetery for \$500, each time, to disc the entire farm, approximately 200 acres, would be \$6000.
6. Discuss and vote to receive bids for cover crop, including chemicals, seed, applications, planting, hire farmer, anything related to the cover crop.
7. Old business
8. New business
9. Adjourn

FILED
JUN 03 2024

Jennie Fox
SHELBY COUNTY CLERK

Agenda items for June 13 board meeting

1. Recommendation from the farm committee, Stu Fox plant and harvest beans on the county farm, at no cost to the county. Mr. Fox will supply equipment and manpower. After harvest all proceeds of the crop go to Shelby County. Shelby County pays for chemicals and insurance not to exceed \$23,000. Mr. Fox agrees to plant and harvest the beans, mow waterways, lane, road, and cemetery at no cost to the county.
2. Kenny Compton to mow waterways, lane and cemetery for \$6000, \$30 an acre, only if not farmed.
3. Discuss and vote for a cover crop with an estimated cost of \$19,000. No estimate for application.

Jeremy will most likely have more information about the cover crop expenses.

Shelby County Board Legislative Committee Meeting Minutes

5/7/24

Courtroom A-6:30pm

1. Roll Call Jeremy called to order 6:32 pm. Present: Julie Edwards, Martha Firnhaber, Jeremy Williams. Absent: Heath McCormick.

2. Discussion and vote on Time Keeping Policy Julie made motion to vote to send to full board, Martha seconded.

Discussion had regarding the importance of keeping true and accurate time record for the protection of employees, department heads, county board members and the taxpayers. It protects everyone. Records should be kept in one centralized location.

Jeremy took a vote – passed unanimously to send to full board.

3. Discussion and vote on recommendation to full board concerning the hiring of personnel to operate streaming and camera Jeremy advised that he spoke to Charles Baker from Mytec and he would be asking \$46/hr to set up and run the camera. Jeremy believed that to be a bit steep. Martha agreed. Julie asked if it was negotiable. Jeremy said not really. Jeremy asked Julie to check with the school regarding the technology program and if there are any options. No action taken.

4. Public Comment none

5. Adjournment Martha made motion to adjourn, Julie seconded. Passed unanimously and meeting adjourned at 7:37 pm.

FILED
JUN 05 2024

Jermin Cox
SHELBY COUNTY CLERK

Shelby County Board – Legislative Committee Agenda

April 11, 2024

1. Call to Order – Chairman Jeremy Williams called the meeting to order at 6:00 pm.
Present: Julie Edwards, Heath McCormick, Martha Firnhaber, Jeremy Williams
Absent: none
2. Approval of the 1/2/2024 Legislative Committee Meeting Minutes Heath made motion to approve the minutes. Julie Edwards seconded. No discussion. Jeremy called the vote. Carried unanimously.
3. Approval of the 3/5/2024 Legislative Committee Meeting Minutes Julie made the motion to approve the minutes. Heath seconded the motion. No discussion. Jeremy called the vote. Carried unanimously.
4. Public Comment - none
5. Adjournment Heath made a motion to adjourn. Julie seconded. Unanimous vote. Meeting adjourned at 6:03 pm.

FILED
JUN 05 2024

Jessie Joy
SHELBY COUNTY CLERK

Jun 3, 2024

NOTICE OF PUBLIC SAFETY COMMITTEE MEETING

There will be a meeting of the Public Safety Committee on Thursday, June 6, 2024 at 6:00 PM. This meeting will be held at the Shelby County Courthouse (Courtroom A) office located at 301 East Main in Shelbyville.

AGENDA

1. Call or Order
2. Roll Call
3. Approval of minutes
4. Public Body Comment
5. Discuss and vote on Dive Team Resolution
6. Discuss and vote on Dive Team SOPs/SOGs
7. Discuss and vote on Dive Team Application
8. Sheriff Department Updates
9. Animal Control Updates
10. Dive Team Updates
11. EMA Updates
12. Rescue Squad Updates
13. Old Business
14. New Business
15. Adjournment

FILED
JUN 03 2024

Jessie Fox
SHELBY COUNTY CLERK

June 7, 2024

NOTICE OF FINANCE COMMITTEE MEETING

The Finance Committee will meet at **4:30 PM** on **Tuesday, June 11th, 2024**, in Courtroom B of the Shelby County Courthouse.

Agenda

1. Call to Order
2. Approval of minutes – May
Written by Martha Firnhaber
3. Public Body Comment
4. Review and discussion committee policy, if needed
5. Review claims (invoices) submitted for payment by County Departments from General Fund, Special Fund accounts not reviewed by the Road/Bridge, Animal Control Fund and Public Safety not reviewed by their respective committees.
6. Discussion and vote to make recommendation to County Board for approval to pay claims reviewed by the Finance Committee.
7. Adjournment

By Committee Chairman,
Mark Bennett

FILED
JUN 07 2024
Jessie Joy
SHELBY COUNTY CLERK

Shelby County Clerk - Jessica Fox

From: Shelby County District 11 - Carol Cole
Sent: Friday, June 14, 2024 10:03 AM
To: Shelby County Clerk - Jessica Fox
Subject: Farm committee minutes

The Farm Committee met on Wednesday June 5, 2024

1. Meeting was called to order by chair person Carol Cole at 6:02pm.
2. Roll call, all members were present. Jeremy Williams, Heath McCormick, Tim Brown, Shawne Martz and Carol Cole.
3. Public body comment
Christine Matlock, Tricia Miller and Sandy Graven all spoke on the farm.
4. Discuss and vote on Stu Fox to plant beans. Motion by Carol second by Shawne. Jeremy made a motion to table, without a second, motion failed. After much discussion, the vote to send to full board for Stu Fox to plant and harvest beans, mow waterways, road and cemetery passed by 4 yes, 1 no Jeremy.
5. Discuss and vote on mowing only if not farmed. All yes for Kenny Compton to mow each time for \$500. To disc the weeds, approximately \$6000. Motion by Shawne, second Tim, all yes votes.
6. Discuss and vote on cover crop. Motion by Jeremy, second by Shawne. Much discussion on the cost of the grain and application. After discussion 4 yes, 1 no Carol. Jeremy only had quotes for the seed, not the application and care of the ground.
7. Shawn made motion to adjourn, second by Tim.

Meeting adjourned 6:58 pm.

Respectly

Carol Cole

County Farm Committee chair person

FILED
JUN 14 2024

Jessica Fox

SHELBY COUNTY CLERK

Read ahead for June 13th county board meeting.

The farm committee recommends that the county board approve Stu Fox to plant and harvest beans for 2024.

County farm Bean Crop projections

All cost using 197 tillable acres

EXPENSES

Chemicals \$110 acre x 197	\$21670.00
Crop insurance	800.00
Total expenses	<u>\$22470.00</u>

PROJECTED INCOME

With crop insurance guarantee \$5.19 acre x 197 \$102,243

BEAN CROP PROJECTION

197 acre x 60 bushel/acre	11,820 bushel total
11,820 x 11.50	\$135,930

Stu Fox and company will plant and harvest beans, mow the waterways, roads, and cemetery for zero cost to the county.

Upon harvest the county will receive a check for the bean crop. Even if the county farm is sold during the planting/harvest season, the county receives the proceeds from the crop.

CEO Designated Appointee – West Central Development Council Board

I, Robert Orman, serving as Chairperson/Commissioner of
Shelby County, do hereby appoint the following individual
to serve a two year term* on the West Central Development Council Board.

Teresa Boehm

Name

Shelby Co Board District #3

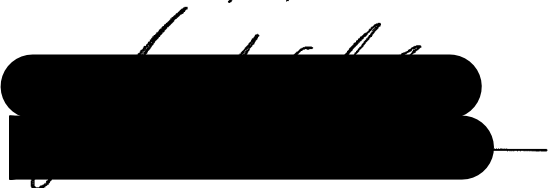
Title

Shelby County Board

Organization

*Per the West Central Development Council By-Laws, the two year term will be

Effective July 1st, 2024.



CEO Signature

June 13, 2024

Date


Shelby County CEO

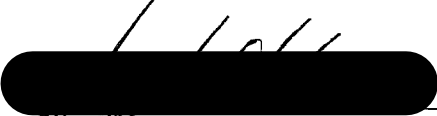
June 13, 2024
Date

CEO/LWOP Agreement

For Shelby County

Robert Orman
Printed Name

Shelby County Chair
Title


Signature

June 13, 2024
Date

There are a number of items that I would like to address prior to the county board meeting on Thursday evening.

1. Rules Regarding the Meeting Agenda

Pursuant to Section 41 of Robert's Rules of Order, "any particular item of business can be taken up out of its proper order by adopting a motion to Suspend the Rules by two-thirds vote or unanimous consent." "The chair himself cannot depart from the prescribed order of business...only the assembly by at least a two-thirds vote."

While a distinction can be made between an "Order of Business" and a proposed "Agenda," once that Agenda has been adopted by the assembly, "no change can be made except by two-thirds vote...or unanimous consent."

Regardless, best practice indicates that items on the Agenda should be called in order.

2. County Farm

It is my opinion that not only is it legal (based upon 55 ILCS 5/5-1049.2) to farm county owned property, but it is beneficial to the county taxpayers as well. While I understand that arguments have been made asserting that the above cited statute is unconstitutional or that farming county property without a "public purpose" is unconstitutional, I would state that even if the statute cited above were preempted by the Illinois Constitution, Illinois courts have found that a "public purpose" as mandated by the Constitution of Illinois is "flexible and capable of expansion." *See In re Marriage of Lappe*, 223 Ill.Dec. 647. The promotion of agriculture and the financial support of the county would certainly fall into the "public purpose" category.

Likewise, Section 1 of Article 8 itself states that "...units of local government...shall incur obligations for payment or make payments from public funds *only as authorized by law* or ordinance." 55 ILCS 5/5-1049.2 is the law that authorizes the lease of county owned farmland.

3. Separation Agreement

It is my opinion that the Separation Agreement entered into by my predecessor, Robert Hanlon, was not a binding legal agreement for the following reasons:

- a. There is no documentation to support the contention that Ms. Ambroziak was on medical leave pursuant to the Family Medical Leave Act at the time her appointment under Mr. Hanlon was terminated;
- b. Even if Ms. Ambroziak was properly on medical leave, the Family Medical Leave Act only provides certain employees with up to 12 weeks of un-paid job protection;
- c. Further, the agreement purports to be between Mr. Hanlon, as employer, and Ms. Ambroziak, as employee; however, Mr. Hanlon was not Ms. Ambroziak's employer, Shelby County was. Even though Ms. Ambroziak's employment was pursuant to, and linked to, Mr. Hanlon's appointment as State's Attorney, that does not make him her

employer. There was no employment contract between Shelby County (as employer) and Ms. Ambroziak at the time her appointment terminated.

Based upon the above, the legality of the Separation Agreement and subsequent payment to Ms. Ambroziak pursuant thereto, is under further review as to whether or not legal action will be taken regarding the same.

4. Budget of the State's Attorney's Office.

Because of the Separation Agreement mentioned above, and the excessive payment to Ms. Ambroziak, the line item for the First Assistant State's Attorney is \$4,614.00 in the negative. As you may or may not be aware there is currently an attorney shortage, especially in the 4th Circuit offices of the state's attorney. As such, it is imperative that Shelby County be competitive in their salary offerings. I am requesting an additional \$21,400.00 to the second state's attorney line item, which includes an additional \$16,800 to hire and pay an assistant states attorney through December 31st of this year, along with \$4,600 to absolve the overage on the first assistant line item.

Respectfully submitted,

Ruth Woolery, State's Attorney

FILED
JUN 11 2024

Jessie Cox
SHELBY COUNTY CLERK

COUNTY CLERK RECORDER REPORT
FOR PERIOD OF
APRIL 2024

COUNTY FUNDS

RECORDING FUNDS ON HAND balance from last month	\$38,915.62
RECORDING	\$20,612.00
IL REAL ESTATE TRANSFER TAX	\$9,670.50
COUNTY REAL ESTATE TRANSFER TAX	\$4,835.25
VITAL CERTIFIED COPIES	\$1,160.50
XEROX COPIES	\$462.00
MARRIAGE LICENSE	\$910.00
DOMESTIC VIOLENCE FUND 13 APRIL marriage licenses @ \$5.00 EA	\$65.00
TAX REDEMPTION	\$905.00
MISCELLANEOUS	\$170.00
CHARGE/LAREDO PAYMENTS	\$2,660.00
TOTAL RECEIPTS	\$41,450.25
RECEIPTS PLUS BEGINNING BALANCE	\$80,365.87
TRANSFERRED TO COUNTY TREASURER	\$25,159.12
RHSP TO STATE	\$3,690.00
IL TRANSFER TAX PAYMENT for previous month	\$9,314.00
IDPH MARCH DEATH CERTS not cleared	\$0.00
DOMESTIC VIOLENCE FUND 8 MARCH MARR. LIC. @ \$5 EA	\$40.00
TOTAL PAYMENTS	\$38,203.12
ENDING BALANCE for Funds on Hand April 30, 2024	\$42,162.75
TOTAL	\$80,365.87

FUNDS ON HAND

BANK CHECKING ACCT April 30, 2024	\$40,822.25
CASH ON HAND April 30, 2024	\$1,340.50
TOTAL ending balance	\$42,162.75

I, JESSICA FOX, COUNTY CLERK & RECORDER, DO HEREBY CERTIFY THAT THIS IS A TRUE REPORT OF THE MONIES RECEIVED AND TRANSACTIONS OF THE OFFICE OF SHELBY COUNTY CLERK & RECORDER FOR THE PERIOD OF APRIL 2024.

DATED: MAY 13, 2024


 COUNTY CLERK & RECORDER
 JESSICA FOX

GIS

279	doc @	\$1.00	\$279.00	Treasurer ck #3611
279	doc @	\$17.00	\$4,743.00	Treasurer ck #3613

EARNINGS

279	doc @	\$18.00	\$5,022.00	Treasurer ck #3614
-----	-------	---------	------------	--------------------

FEES

BALANCE OF FEES			\$12,749.00	Treasurer ck #3615
IL TRANSFER TAX			\$9,670.50	ACH pmt 5/10/2024 \$9,880.50 due to end of month eRecording
CO TRANSFER TAX			\$4,835.25	Treasurer ck #3616

256	doc @	\$18.00	\$4,608.00	RHSP ACH pmt 5/7/2024
256	doc @	\$0.50	\$128.00	Treasurer ck #3617
256	doc @	\$0.50	\$128.00	County Clerk

TOTAL \$42,162.75

APRIL DEATH CERTS 25 @ \$4 = \$100.00

Prepared by Ange Bricker Date 5-13-24

FILED

MAY 14 2024


 SHELBY COUNTY CLERK