

March 12, 2024

SHELBY COUNTY BOARD MEETING AGENDA
March 14, 2024 – 7:00 P. M.
Courtroom A – Shelby County Courthouse – Shelbyville, IL

1. Call to Order – Prayer – Pledge of Allegiance
2. Roll Call
3. Approval of Minutes from February 8, 2024
4. Discussion and vote on appointment of Doug Keenan to fill vacancy in County Board District #4 upon recommendation of the Republican Central Committee
5. Zack Kanneuruf, Prairie Power – Discussion and vote to approve easement agreements for the County Farm properties
6. Beth Beck-Marts, CEFS Transportation Director – Discussion and vote to approve:
 - A. FY 25 Section 5311/DOAP Publication Transportation Ordinance
 - B. Resolution authorizing Board Chair to apply for 5311 Grant funds (\$453,953)/DOAP Grant funds (\$1,697,700)
 - C. Acceptance of Intergovernmental Agreements with Moultrie, Christian, , Clay, Montgomery, and Fayette Counties
 - D. Purchase of Service Agreement between CEFS Economic Opportunity Corporation and Shelby County
 - E. Vehicle Lease Agreement between CEFS and Shelby County
 - F. Memorandum of Understanding for Vehicle Use between Shelby County and Effingham County
7. Michael Tappendorf, County Highway Engineer – Engineers report; Discussion and vote to approve the following items:
 - A. Resolution to award low bid for pugmill to Howell Paving with a bid of \$99,000 (To be paid with FASM funds)
 - B. Resolution to amend Ordinance of Shelby County to include Road use agreement
 - C. Resolution to approve use of FASM (Federal Aid State Match) in the amount of \$20,000 to pay for preliminary and construction engineering for County Highway 3 reconstruction
 - D. Resolution to approve use of \$150,000 in ARPA funds for purchase of grader
 - E. Resolution to approve County Engineer Michael Tappendorf for Certificate of Authority to bind the County in an agreement to purchase road salt for FY 2025-2026
 - F. 50/50 petition to construct drainage improvements in Ash Grove Township at the SE quadrant of Section 34 (Intersection of 3405E/1500N), total cost is \$15,255
 - G. 50/50 petition to construct drainage improvements in Pickaway Twp at the SE quadrant of Section 35 (N of 1645E/2175N intersection); total cost is \$13,000
 - H. 50/50 petition to construct intersection drainage improvements in Todds Point Twp at intersection of 2050E and 2300 N, total cost is \$19,968.25
 - I. 50/50 petition to construct drainage improvements in Prairie Township on 2700 E Rd, North of 100 N Rd (replacement with 10' diameter steel tank car), total cost is \$26,685.47
 - J. 50/50 petition to construct drainage improvements in Prairie Twp on 300 N Rd, 2 miles W of Stewardson (replace with 10' diameter steel tank car), total cost is \$26,731.47
8. Discussion and vote to approve contracting with Consociate Health to complete the Federally mandated Drug Cost Reporting
9. Scott McKee, EMA Director – Discussion about the State of Emergency services in Shelby County
10. Discussion and vote to approve a pay raise for Scott McKee from \$23.80/hour to \$25.70/hour
11. Discussion and vote to approve the resolution to upgrade the 911 Communication System using up to \$300,000 in ARPA funds
12. Discussion and vote to accept bid from Utz and Associates for Courthouse window project

13. Closed Session of the County Board pursuant to 5 ILCS 120/2 C 2 – Collective negotiating matters
14. Discussion and vote to approve FOP MOU
15. Discussion and vote to approve the following items upon recommendation of the Public Safety Committee –
 - A. Board Chairman and Public Safety Chairman to have access to the Dive Building; follows Fire Protection Districts
 - B. IGA with the Village of Stewardson/Shelby County Animal Control (Tabled January 11, 2024 board meeting on a motion by Ross)
16. Legislative Chair Williams - Discussion and vote to approve the following upon recommendation of the Legislative Committee –
 - A. Resolution to block video entertainment streaming services on County WiFi
 - B. Resolution to separate WiFi services (Public and Courthouse/Network)
 - C. County Timekeeping Policy
 - D. County Fuel Policy
17. Committee Reports
18. Chairman Updates
19. Chairman Appointments
20. Correspondence
21. Old Business
22. Approval of Claims
23. Public Body Comment
24. Adjournment

Prayer today is given by Board member Clark Amling

**** Please silence cell phones during the Board meeting****

SHELBY COUNTY BOARD MEETING
March 14, 2024 – 7:00 P.M.

Video archive of meeting can be found at shelbycounty-il.gov under You Tube

The Shelby County Board met on Thursday, March 14, 2024, at 7:00 P.M. in Courtroom A of the Shelby County Courthouse in Shelbyville, Illinois.

Chairman Robert Orman called the meeting to order. The Pledge of Allegiance was said by those in attendance followed by a prayer given by Board member Clark Amling.

County Clerk Jessica Fox called the roll. Morse was absent. Brands, Martz, Nelson, and Ross were tardy.

Minutes for the February 8, 2024, Board meeting were presented for approval. Shuff made motion to approve the minutes. Firnhaber seconded said motion, which passed by voice vote (16 yes, 0 no).

Doug Keenan was recommended by the Republican Central committee to fill the vacancy in County Board District 4. Williams made motion to approve the appointment. Edwards seconded said motion, which passed by voice vote (16 yes, 0 no).

Clerk Fox swore in Keenan and he took his seat on the board.

Nelson entered the meeting at 7:10 PM. (18 now in attendance).

Zach Kanneuruf and Matthew Grab with Contract Land Staff who is working with Prairie Power on easement agreements in Shelby County, addressed the board to request approval for easements across the county farm property. The first easement agreement is located in the NW quarter of Section 3, Township 11 Range 3E (parcel 1812-03-00-100-001) and encompasses 8.8 acres. The County will be paid the sum of \$44,400 for this easement. The second easement is located in the NE quarter of Section 4, Township 11, Range 3E (parcel 1812-04-00-200-001) and will encompass 0.81 acres. The county will be paid \$1,000 for this easement agreement. Firnhaber made motion to approve the easement agreements. Brown seconded said motion. Discussion was held.

The benefit of this project is to loop substations for Shelby Electric Cooperative. Kanneuruf stated they did not currently have all of the easement agreements in place for this project and was still working with other property owners. It was also stated an easement value differs from a property value. Boehm questioned if the States Attorney had reviewed this project and could negotiate an easement on the County's behalf. Mayhall asked if landowners contacted by CLS had been told they will take the property for the easement regardless. Kanneuruf stated was a correct statement.

On Firnhaber's motion, Brown's second, the easement agreements passed by voice vote (11 yes, 7 no – Boehm, Cole, Martin, Mayhall, Orman, Tate, and Wallace).

Beth Beck-Martz, CEFS Transportation Director presented for approval the FY 2025 5311/DOAP Transportation Ordinance, a resolution authorizing the Board Chairman to apply for 5311 Grant funds, the purchase of service agreement between CEFS and Shelby County and the vehicle lease agreement between CEFS and Shelby County. The Intergovernmental Agreements with Clay, Fayette, Moultrie, and Montgomery Counties to provide public transportation within their county limits, were also submitted for approval at this time. A memorandum of understanding with Effingham County for the use of vehicles was also presented. \$1,697,700 in State funding has been requested, as well as \$453,953 in Federal funding for Public Transportation, which was the same amounts requested last year. These are basically "pass through" funds and are submitted annually for County Board approval. Beck-Martz also presented a FY 2023 report, stated CIPT was having a hard time finding drivers. A new position was created last year in partnership with the Effingham County Health Department and the ARISE grant. The new position is a Medical Transportation Coordinator, which is a specialized dispatch. This new position helps coordinate medical transportation to medical appointments and aid with Medicaid approvals and billing issue, and recently became a provider for MTM a Medicaid managed care organization. Beck-Martz said she also hoped to get rid of 10 old buses in the future. While this will be done by sealed bid process, she said most of the vehicles need to be sent straight to scrap.

Firnhaber made motion to approve the Ordinance. McCormick seconded said motion, which passed by voice vote (18 yes, 0 no).

McCormick made motion to approve the Resolution authorizing the Board Chairman to apply for the 5311 Grant funds. Cole seconded said motion, which passed by roll call vote

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(18 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Shuff, Tate, Wallace, and Williams. Nay – 0.

Cole made motion to approve the intergovernmental agreements with Moultrie, Christian, Clay, Montgomery, and Fayette counties. Bennett seconded said motion, which passed by voice vote (18 yes, 0 no).

Tate made motion to accept the Purchase of Service Agreement between Shelby County and CEFS. Wallace seconded said motion, which passed by voice vote (18 yes, 0 no).

Firnhaber made motion to accept the Vehicle Lease Agreement between Shelby County and Effingham County. McCormick seconded said motion, which passed by roll call vote (18 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Shuff, Tate, Wallace, and Williams. Nay – 0.

Cole made motion to approve the MOU for vehicle use between Effingham and Shelby counties. Wallace seconded said motion, which passed by voice vote (18 yes, 0 no).

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

Michael Tappendorf addressed the board to request approval for 5 resolutions and 4 50/50 petitions. Prior to discussing the items requiring approval, Tappendorf updated the board on many projects his department has been working on, which is attached to these minutes.

Tappendorf presented for approval a resolution to award the low bid for pugmill to the lone bidder, Howell Paving with a bid of \$99,000. This will be paid for with Federal Aid State Match funds. Brown made motion to approve the resolution. Wallace seconded said motion, which passed by roll call vote (18 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Shuff, Tate, Wallace, and Williams. Nay – 0

The next resolution presented for approval was to amend an Ordinance for Shelby County to include a road use agreement with companies who might be doing project with heavy road use. Most roads will be fixed after completion of the project, but during if necessary. This will allow for negotiations for road repair that is fair to both the county and the contractor.

Brown made motion to approve, Bennett seconded said motion, which passed by voice vote (18 yes, 0 no).

On a motion by Brown, with a second by Firnhaber a resolution was presented to approve a resolution to use \$20,000 of Federal Aid State Match funds to pay for preliminary and construction engineering for County Highway 3 reconstruction. This work will be done in house and FASM can be used to recoup some of the costs. This motion and second passed by roll call vote (18 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Shuff, Tate, Wallace, and Williams. Nay: none.

On a motion by Williams, seconded by Brown a resolution to approve \$150,000 in ARPA funds passed by roll call vote (18 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Shuff, Tate, Wallace, and Williams. Nay: none.

The final resolution presented for approval was to allow County Engineer Michael Tappendorf certificate of authority to bind the county in an agreement for the purchase of road salt for FY 2025-2026. Brown made motion to approve the resolution. Williams seconded said motion, which passed by voice vote (18 yes, 0 no).

Ross entered the meeting at 7:50 PM. (19 in attendance).

Orman made motion to approve a 50/50 petition from the Ash Grove Township Road commissioner was presented for approval. This is to construct drainage improvements at the SE quadrant of Section 34 (intersection of 3405E/1500N), with the total costs being \$15,255 to be shared equally between the township and the county. Brown seconded said motion, which passed by roll call vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

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Bennett made motion to approve a 50/50 petition from the Pickaway Township Road commissioner to construct drainage improvements in the SE quadrant of Section 35 (N of 1645E/2175N intersection). Totals costs to be \$13,000, to be split equally between the township and the county. Brown seconded said motion, which passed by roll call vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

Brown made motion to approve a 50/50 petition from the Todds Point Township Road commissioner to construction drainage improvements at the intersection of 2050E and 2300N. total costs are \$19, 968.25 to be shared equally between the township and the county. Wallace seconded said motion, which passed by roll call vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

McCormick made motion to approve a 50/50 petition from the Prairie Township Road commissioner to construct drainage improvements on 2700 E, North of 100 N Rd. The current structure will be replaced with a 10-foot diameter steel tank car and the costs are \$26, 685.47 to be shared equally by the township and county. Brown seconded said motion, which passed by roll call vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

Tate made motion to approve a 50/50 petition from the Prairie Township Road commissioner to construct drainage improvements on 300 N Rd, 2 miles W of Stewardson. The current structure will be replaced with a 10-foot diameter steel tank care and the costs are \$26,731.47 to be shared equally between the township and the county. Brown seconded said motion, which passed by roll call vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

Firnhaber made motion to approve Consociate health to complete the Federally mandated Drug Cost reporting on behalf of Shelby County for \$1,750. McCormick seconded said motion, which passed by voice vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

EMA Director Scott McKee addressed the board to talk about emergency services in Shelby County. McKee stated Shelby County is a large county land wise, and most all emergency services such as the fire protection districts run with volunteer help. Many small districts face financial hardships, run with old equipment, and suggested the county hire a grant writer to assist these small departments with grant funding. McKee also spoke on the difficulties local ambulance services have with hiring EMT's which results in reduced availability of ambulance services at times. McKee also stated with summer on the horizon, water rescue was an issue that needed to get resolved. Some folks have expressed an interest to volunteer or get training.

Martz entered the meeting at 8:08 PM, Brands entered the meeting at 8:10 PM. (21 members in attendance).

Mayhall made motion to approve the resolution to upgrade the 911 communication system. McCormick seconded said motion. Discussion was held. Communication towers are desperately needed in several places in the County. A presentation was given to the board at the July 11, 2023, board meeting, and a request made for ARPA funds to upgrade the Shelby County Emergency Responders radio system, as the current system is insufficient in supplying the communication needs of emergency responders. Rescue and Fire are on the same frequency, but the law enforcement is not. The resolution states the Shelby/Christian 911 board would be responsible for the procurement of communication equipment and services rendered for the construction of the communication upgrade. Some of the fire services have had to install their own towers and repeaters in order to communicate. The purpose of this resolution, according to the Board Chairman who drafted this resolution, is for the Shelby County board to take a stance and makes the funding commitment to the 911 board. The plan

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is to install more towers/repeaters, and it was stated the Sheriff could place their own repeaters on towers to benefit their communications. Ross stated he was in full support of the project, but without knowing the scope of the project or the amount of ARPA funds needed, he was uncomfortable with how the resolution was currently written. Orman stated Shelby County would obligate the funds to the system for Shelby County, but the Christian/Shelby 911 board would assume all responsibility of the maintenance of the equipment upgrade installed jointly by the Christian/Shelby 911 board. The projected scope is 10 additional towers with repeaters so the southern part of the county (Cowden, Herrick, Oconee) to get full coverage. A quote was given of almost \$585,000 at the July 11, 2023. The 911 board cannot afford to fully fund this project and this resolution is stating the Shelby County board would obligate up to \$300,000, but not to exceed, towards this project. There was a massive issue, a 3-year GIS project, this summer for the 911 board that created a budget crunch. Orman stated in discussion with the Christian/Shelby 911 board would be as close to 50/50 as they could get it. Orman felt like \$300,000 from Shelby County was a good start. Mayhall stated he had numerous conversations with the presenters from the July meeting and with the Sheriff. Mayhall stated if towers/repeaters were being installed, it would be a wise idea to install repeaters to benefit the Sheriff at the same time. The Sheriff said the current proposals submitted did nothing for his department. The current resolution is to support 911 communications overall, not specific departments. It was suggested that there be one resolution signed by both board chairmen. Ross suggested tabling the resolution as currently drafted. Ross again expressed his support for the resolution but stated a scope of the project is needed in order to help the board and the sheriff to know if this would benefit his department, and that Shelby County needed to pay for the pieces and not give them the money. This is 911's project, Shelby County is just saying we will help fund the project. A binding work agreement for the project and how the funds will be used should probably be added to this agreement.

Martin made motion to amend the resolution to include a statement that reads, this resolution shall establish the commitment of the Shelby County board to provide funding to the 911 equipment upgrade and whereas no funds will be expended by the Shelby County Board until a working agreement/contract is negotiated by both board chairs with the 911 board. Brands seconded said motion. Discussion continued.

Ross recommended striking all paragraphs except the amendment Orman just wrote, he said he was fine the amended statement, but the resolution was so far away from where it should be, he would be a no vote. Ross stated he was opposed to the language of the resolution, not supporting the 911 board or the upgrade. Orman stated he tried to put too many details in the resolution when he was drafting it. Boehm asked if this project would be put out for bid? Orman said in terms of bidding this project it really falls into specialized services and equipment.

Brands called the vote, which the Orman stated was for the amendment. Martin's motion to amend, as seconded by Brands, passed by voice vote (21 yes, 0 no).

It was asked if the entire resolution could just be the amended paragraph. Edwards motion to strike everything but the last amended paragraph. Ross seconded said motion. Discussion continued. It was questioned since the agenda stated an up to amount if the board would be violating something by approving the amended resolution. Since the board would not be exceeding an amount listed on the agenda there would not be any rules violated.

Tate said the board had discussed this resolution for over 30 minutes, and it was obvious the board was in support of this, Tate made motion to table this resolution until next month, when a more specific resolution could be put before the board. Boehm seconded said motion, which passed by voice vote (16 yes, 5 no – Brands, Brown, Firnhaber, Martin, and Wallace).

On a motion by Ross, the board voted enter Closed session pursuant to 5 ILCS 120/2 C 2 – collective bargaining matters. Shuff seconded said motion, which passed by roll call vote (18 yes, 3 no – Boehm, Brown, and Edwards). Ayes: Amling, Bennett, Brands, Cole, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: Boehm, Brown, and Edwards. For ease of the public in attendance, the board held the closed session in Courtroom B.

CLOSED SESSION OF THE COUNTY BOARD

Brands left the meeting during closed session.

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At 10:05 PM, the Board returned to Courtroom A. There was no action taken in Closed Session.

Cole made motion to re-enter open session. McCormick seconded said motion, which passed by roll call vote (20 yes, 0 no). Ayes: Amling, Bennett, Brands, Cole, Firnhaber, Hardy, Keenan, Martin, Mayhall, McCormick, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: Boehm, Brown, and Edwards. For ease of the public in attendance, the board held the closed session in Courtroom B.

There was no action taken in the closed session meeting.

Upon recommendation of the Public Safety committee the following items were presented for approval.

Edwards made motion to approve the Board Chair and Public Safety Chair having access to the Dive Team building. Firnhaber seconded said motion. Discussion was held as to what the board was giving permission for. There is a lease for the building, which states it will follow its successors. This building houses county property and equipment, and it is felt that the Board and Public Safety Chair should have access.

Edwards motion, seconded by Firnhaber passed by voice vote (18 yes, 2 no Boehm and Mayhall).

Ross made motion to remove from the table the intergovernmental agreement between the County and the Village of Stewardson for animal control which had been tabled at the January 11, 2024, meeting. Edwards seconded said motion, which passed by voice vote (20 yes, 0 no).

The IGA has been updated with a new fee schedule based on the 2020 census, which resulted in a lower fee for Stewardson. McCormick made motion to approve the IGA. Martz seconded said motion, which passed by voice vote (20 yes, 0 no).

Upon recommendation by the Legislative committee the following items were presented for approval.

Chair Williams updated the board that about a year ago, the committee was informed that video entertainment services were being streamed on the County WiFi, by managed services provider Mytec Solutions. Since the computers and the WiFi is paid for with taxpayer's funds, and the streaming of video entertainment services could cause a reduction in bandwidth for court services, it was recommended that video entertainment streaming services be blocked from the county WiFi. Some of these services include, but are not limited to Hulu, Netflix, Peacock, Prime. Video entertainment streaming services will not be blocked for the Court services offices and Sheriff's department. You Tube, Zoom, and other public meeting services will not be blocked.

Williams made motion to approve the resolution. McCormick seconded said motion, which passed by voice vote (20 yes, 0 no).

Williams made motion to approve a resolution to allow for a secondary WiFi for court services that will act as a backup in the primary WiFi goes down and will also be a secondary point of access for court appointed public defenders/counsel and clients, separate from the courthouse's private network. Firnhaber seconded said motion, which passed by voice vote (20 yes, 0 no).

Williams made motion to approve the County Fuel Policy as drafted by the Legislative committee. Edwards seconded said motion, which passed by voice vote (20 yes, 0 no).

Chairman Orman called for committee reports. (Committee reports are attached to these minutes).

Legislative committee chair Williams stated it would be helpful to the County Clerk's office if agenda items could be received in advance of the meeting, such as a week in advance. It was also requested that agendas for committee meetings be forwarded to the full board and department heads.

Airport committee member Cole stated there would be a pancake breakfast at the Airport on May 4th with a fly-in. Cole also stated a lot of flight training had been going on at the airport, a father and son recently did their first solo flight within an hour of each other, and 2 Shelby County residents recently piloted a Southwest flight together.

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The remodel/construction project at the health department is 95% complete. An open house will be held April 3-4th.

Under old business, Blaine Meadows from, Centrica, spoke with the board about the Courthouse window project. Meadows provided some information about Centrica and shared some pictures from the window project the firm completed in Coles County. Centrica will also be working with Effingham County on a window replacement project.

Bennett made motion to approve the claims for payment. Tate seconded said motion, which passed by roll call vote (20 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martin, Martz, Mayhall, McCormick, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams.

At 10:50 PM Chairman Orman called for Public Body comment.

At 11:03 PM Martin, Nelson, and Wallace left the meeting.

Public comments/opinions expressed dealt with the following:

- Treatment of County employees
- Grand jury hearings
- Professionalism and leadership
- Dive team
- Legal issues of a current board member
- Courthouse window project
- County board control over elected officials

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

Cole made a motion to adjourn until the next regularly scheduled meeting to be held on April 11, 2024. Tate seconded said motion, which passed by voice vote (17, yes, 0 no). The meeting was adjourned at 11:35 PM.

Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

March 14, 2024 REGULAR MEETING

		ROLL CALL			QUESTIONS									
			3/14/2024	1/2024	ON MOTIONS TO		ON MOTIONS TO		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
<i>Attendance</i>			3	1										
	AMLING, CLARK		✓											
	BENNETT, MARK	34	✓											
	BOEHM, TERESA		✓											
	BRANDS, CODY	24	<i>Tardy 8:10pm</i>											
	BROWN, TIM	41	✓											
	COLE, CAROL	0	✓											
	EDWARDS, JULIE		✓											
	FIRNHABER, MARTHA	0	✓											
	HARDY, CLAY	20	✓											
	MARTIN, ANNETTE	44	✓											
	MARTZ, SHAWNE	44	<i>Tardy 8:08pm</i>											
	MAYHALL, TAD	14	✓											
	MCCORMICK, HEATH		✓											
	MORSE, TIM	0	A											
	NELSON, LORI	54	<i>Tardy 7:10pm</i>											
	ORMAN, ROBERT	34	✓											
	ROSS, SONNY	24	<i>Tardy 7:50pm</i>											
	SHUFF, MITCHELL	10	✓											
	TATE, DON	40	✓											
	WALLACE, BRENT	50	✓											
	WILLIAMS, JEREMY		✓											

Keenan, Doug
Sworn + seated ✓

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

March 14, 2024 REGULAR MEETING

		ROLL CALL			QUESTIONS									
			1 / 2024	1 / 2024	Resolution ON MOTIONS TO 5311 Grant		Vehicle ON MOTIONS TO Lease Agree		Pugmill ON MOTIONS TO Resolution	99,000 Highway	20,000 ON MOTIONS TO FARM	Hwy 3	150,000 APFA ON MOTIONS TO 27 grader	
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				✓		✓		✓		✓		✓	
	BRANDS, CODY	24			—		—		—		—		—	
	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				✓		✓		✓		✓		✓	

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

REGULAR MEETING

		ROLL CALL			QUESTIONS									
			1 / 2024	1 / 2024	50/50 ON MOTIONS TO Ash Grove		50/50 ON MOTIONS TO Pickaway		50/50 ON MOTIONS TO Todd's Point		50/50 ON MOTIONS TO Prairie Twp		Prairie Twp ON MOTIONS TO 50/50	
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				✓		✓		✓		✓		✓	
	BRANDS, CODY	24												
	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				✓		✓		✓		✓		✓	

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

March 14, 2024 REGULAR MEETING

		ROLL CALL			QUESTIONS									
			1 / 2024	1 / 2024	CONSCIENTIOUS ON MOTIONS TO Health	1,750.00	300,000 ARPA ON MOTIONS TO Camera Upgrade	911	Enter ON MOTIONS TO Closed	Session	Re-enter ON MOTIONS TO Open mtg		Payment ON MOTIONS TO of Claims	
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				✓				✓	✓	✓		✓	
	BRANDS, CODY	24	8:10 Pm		A				✓					
	BROWN, TIM	41			✓				✓	✓	✓		✓	
	COLE, CAROL	0			✓				✓		✓		✓	
	EDWARDS, JULIE				✓					✓	✓		✓	
	FIRNHABER, MARTHA	0			✓				✓		✓		✓	
	HARDY, CLAY	20			✓				✓		✓		✓	
	KEENAN, DOUG				✓				✓		✓		✓	
	MARTIN, ANNETTE	44			✓				✓		✓		✓	
	MARTZ, SHAWNE	8:08 Pm			A				✓		✓		✓	
	MAYHALL, TAD	14			✓				✓		✓		✓	
	MCCORMICK, HEATH				✓				✓		✓		✓	
	MORSE, TIM	0			A									
	NELSON, LORI	54			✓				✓		✓		✓	
	ORMAN, ROBERT	34			✓				✓		✓		✓	
	ROSS, SONNY	24			✓				✓		✓		✓	
	SHUFF, MITCHELL	10			✓				✓		✓		✓	
	TATE, DON	40			✓				✓		✓		✓	
	WALLACE, BRENT	50			✓				✓		✓		✓	
	WILLIAMS, JEREMY				✓				✓		✓		✓	

RIGHT-OF-WAY EASEMENT

RECORDER OF DEEDS SHELBY COUNTY, ILLINOIS

KNOW ALL MEN BY THESE PRESENTS that THE COUNTY OF SHELBY IN THE STATE OF ILLINOIS of, Shelby County, Illinois, (together with successors, assigns, and personal representatives all hereinafter referred to as "Grantor(s)") for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto PRAIRIE POWER, INC., an Illinois not-for-profit corporation, and its successors, assigns, and partial assigns (all hereinafter referred to as "Grantee"), the following rights upon the real estate of the Grantor(s) described in Exhibit "A-1" attached hereto and incorporated herein.

- (1) to enter upon the real estate;
- (2) to excavate, place, bury, construct, operate, patrol, inspect, repair, maintain, relocate, and replace on, in, through, and under said real estate and in or upon all streets, roads, and highways abutting said real estate a power line system to serve substations and end users, including, but not limited to, poles, structures (not to include multiple-pole structures or substations), cross-arms, guys, anchors, wires, cables, conduits, fiber-optic cables and equipment, markers, and other components or appurtenances (collectively the "electric system");
- (3) to remove, using any means typically used by electric utilities, including, but not limited to, machinery, cutting, trimming, and chemical means, trees, shrubbery, brush, and other vegetation to the extent necessary to keep them clear of said electric system;
- (4) to cut down and remove from time to time all dead, weak, leaning, and dangerous trees and other obstructions (even if located outside the above described real estate but still on property owned by Grantor(s)) that are tall enough to strike or endanger the electric system, or any of its lines, wires, or components; and
- (5) to license, permit, or otherwise agree to the joint use or occupancy of the electric system by any other person, association, corporation, or entity for electrification purposes.

Nothing contained in this Right-of-Way Easement shall limit the Grantor(s) from using the described real estate for any lawful use, so long as any such use shall not in the reasonable opinion of the Grantee endanger any part of said electric system, or create a hazardous condition, or interfere with the safe use and enjoyment of the said lands for the uses and purposes hereinabove granted to the Grantee.

The Grantee shall have the right, from time to time, to relocate all or any portion of the above described electric system at any one or more locations and install additional poles, structures (not to include multiple-pole structures without landowner consent or substations), cross-arms, guys, anchors, wires, cables, conduits, fiber-optic cables and equipment markers, and other components or appurtenances within the above-described real estate, all at such time and times as the Grantee in its discretion shall deem appropriate, and, the expense of such relocation and installation shall be the expense of the Grantee.

The Grantee agrees that the Grantee shall pay the fair and reasonable amount of any damage caused to crops, fences, field drainage tiles, soil compaction, and other property of the Grantor(s) or tenants caused by the Grantee during construction, operation, inspection, repair, maintenance, relocation, or replacement of the electric system, except for the initial crop damage already paid pursuant to separate agreement.

The Grantor(s) represents that the above-described premises are rented to: _____ . Any crop damage shall be paid to: _____ , unless Grantor(s) provides written notice to Grantee.

The Grantor(s) agrees that all poles, structures, cross-arms, guys, anchors, wires, cables, conduits, fiber-optic cables and equipment, markers, and other components and appurtenances shall remain the property of the Grantee, removable at the option of the Grantee.

The Grantor(s) covenants and agrees that no structure, building, or fixture shall be placed over underground conduits, wires, or lines and no structure, building, or fixture shall be constructed, erected, or maintained within the above-described real estate. Grantor(s) may construct driveways, fences, and drainage tile within the above-described real estate as long as they do not interfere with Grantee's use of this easement.

The Grantee agrees that Grantee shall use reasonable efforts to locate poles and other above-ground structures so as to cause the least possible interference with Grantor(s)' use of the land, so long as such locations do not materially increase the cost of construction, operation, repair, maintenance, relocation, or replacement of the electric system or any portion thereof. The Grantee will use its best efforts not to substantially modify the location of the poles or add to the number of poles. If poles are relocated or moved, the Grantee shall, in good faith, make reasonable efforts to accommodate the objections of Grantor(s) and place the poles in locations that cause the least possible interference with Grantor(s)' use of the land.

Exceptions or restrictions to the foregoing grant of the easement are as follows: The fiber optic cables in the optical ground wire shall be used for electric system purposes only. Any third party wishing to use the fiber optic cables for any other purpose shall obtain an additional easement from the property owner(s).

The Grantor(s) covenants that Grantor(s) is the owner of the above-described real estate and that Grantor(s) has all requisite authority to grant this easement.

The Grantor(s) agrees and acknowledges that the rights granted to the Grantee herein shall inure to the benefit of the successors, assigns, and partial assigns of Grantee.

The Grantee will indemnify and hold harmless Grantor(s), agents, and invitees from any claims, suits, injuries, damages, costs, losses, and expenses, including attorney's fees, which may be asserted against Grantor(s) resulting from or arising out of the Grantee's, its contractors, or agent's, construction on, or the use of, the easement or improvements thereon. Notwithstanding the foregoing provision, the Grantee shall have no obligation to indemnify or hold harmless the Grantor(s), agents, or invitees to the extent such claims are the result of the negligence or intentional acts of Grantor(s), agents, or invitees.

If this easement is not used within ten (10) consecutive years commencing on the date this easement was granted, or if, after this easement has been used it is subsequently and continuously abandoned for a period of more than five (5) consecutive years, and at Grantee's sole expense all requisite government regulatory approval and authority for the abandonment of the easement has been granted, Grantee shall give Grantor(s) notice of such authority for its abandonment, and Grantee shall remove said electric system and all facilities, including the removal of poles and concrete foundations to a depth of four (4) feet below the surface, and file a document of record in the county releasing the real estate from this easement, and thereby vacating and terminating all rights herein granted.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural.

IN WITNESS WHEREOF, the Grantor has set Grantor's hand and seal this 14th day of March 2024.

The County of Shelby in the State of Illinois

By:  _____

Title: Shelby County Board Chairman

STATE OF IL)
) SS
COUNTY OF Shelby)

I, the undersigned, a notary public, in and for said county, in the state aforesaid, do hereby certify that Robert Orman, who is personally known to me and whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Grantor signed, sealed and delivered said instrument, for and on Grantor's behalf as Grantor's free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of March, 2024

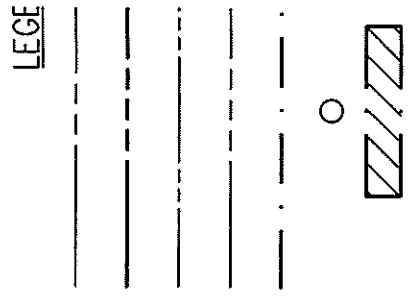

Notary Public



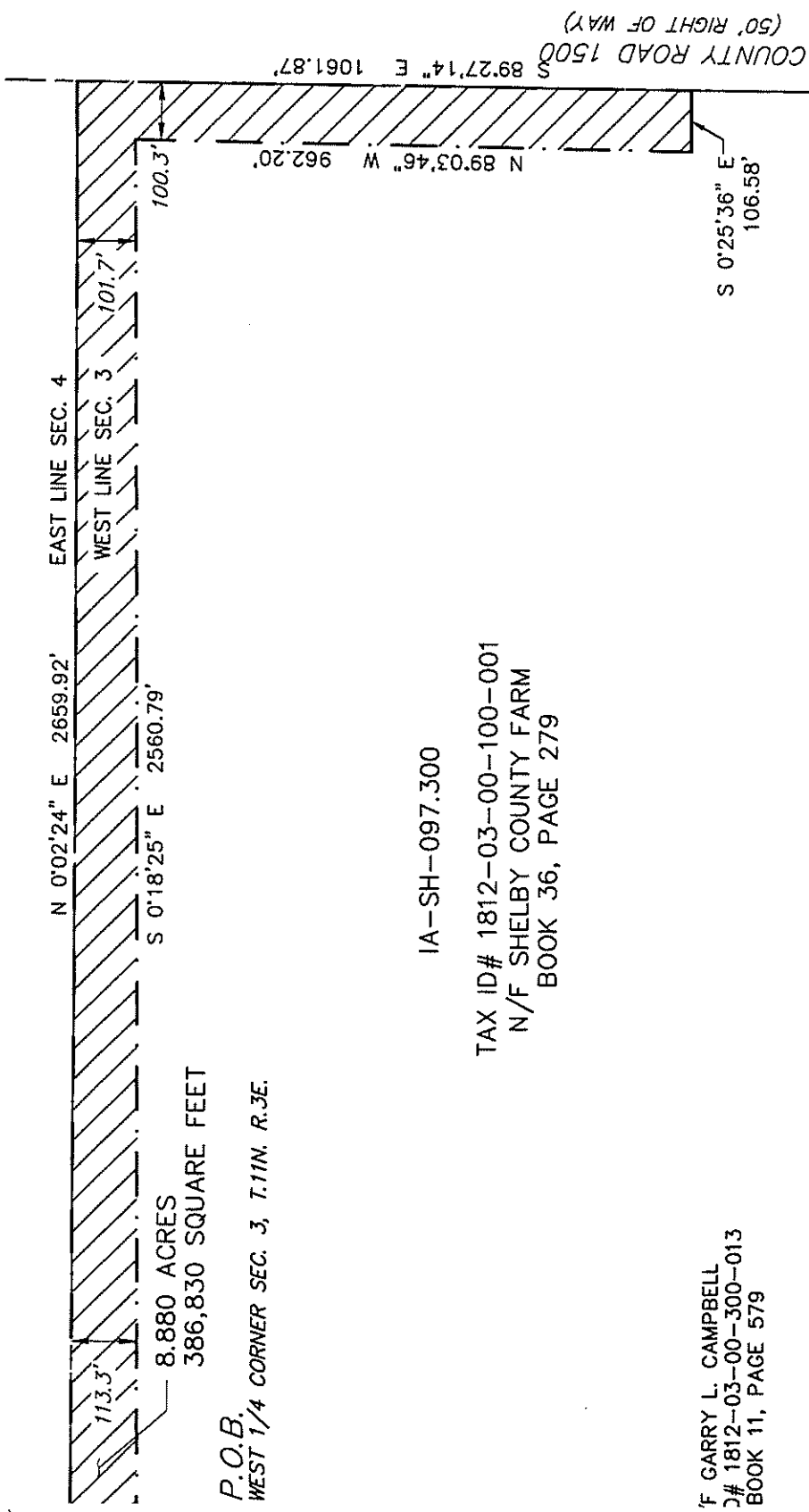
This instrument prepared by
& after recording return to:
Prairie Power, Inc.
3130 Pleasant Run
Springfield, IL 62711



SURVEY NOTES:
 1. BEARINGS SHOWN HERE STATE PLANE COORDINATE FIELD WORK COMPLETE
 2. THIS IS NOT A PLAT OF



TERRY L. ROWE, I.P.L.S. NO
 EXPIRATION DATE: 11/30/2



NORTH LINE, SEC. 3, T.11N., R.3E.
 SOUTH LINE, SEC. 34, T.12N., R.3E.

IA-SH-097.300
 TAX ID# 1812-03-00-100-001
 N/F SHELBY COUNTY FARM
 BOOK 36, PAGE 279

F GARRY L. CAMPBELL
 # 1812-03-00-300-013
 BOOK 11, PAGE 579

P.O.B.
 WEST 1/4 CORNER SEC. 3, T.11N. R.3E.

SQUARE FEET) EASEMENT LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 36 EAST, COUNTY, ILLINOIS; BEING PART OF A TRACT OF LAND DESCRIBED IN BOOK 36, PAGE 279, AS SURVEYED BY KEYSTONE CONSULTANTS BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

AND AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT, A DISTANCE OF 2659.92 FEET, FOR THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN BOOK 36, PAGE 279, THE FOLLOWING THREE (3) COURSES AND DISTANCES;

ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 2659.92 FEET, FOR THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN BOOK 36, PAGE 279, THE FOLLOWING THREE (3) COURSES AND DISTANCES;

ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1,061.87 FEET, FOR THE NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN BOOK 36, PAGE 279, THE FOLLOWING THREE (3) COURSES AND DISTANCES;



RECEIPT

Easement No:

Project No:

Acres:

Private: Abutting:

County: Twp: Rng: Section:

This receipt acknowledges that Prairie Power, Inc. agrees to pay the Sum of Dollars for an:

Option Agreement Damages (crop, drainage tiles, fence, etc.)


Easement Other: _____

Acknowledged this _____ day of _____, 20_____.

PRAIRIE POWER, INC.

GRANTOR(S)

BY: _____
Right-of-Way Representative

BY: 
The County of Shelby in the State of Illinois

TITLE: Shelby County Board Chairman

Tenant Name: _____

Grantor's Address: 301 E. Main POBox 230

Address: _____

Shelbyville, IL 62565

Phone: _____

Phone: 217-774-4421

RIGHT-OF-WAY EASEMENT

RECORDER OF DEEDS SHELBY COUNTY, ILLINOIS

KNOW ALL MEN BY THESE PRESENTS that THE COUNTY OF SHELBY, ALSO KNOWN AS SHELBY COUNTY FARM of, Shelby County, Illinois, (together with successors, assigns, and personal representatives all hereinafter referred to as "Grantor(s)") for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto PRAIRIE POWER, INC., an Illinois not-for-profit corporation, and its successors, assigns, and partial assigns (all hereinafter referred to as "Grantee"), the following rights upon the real estate of the Grantor(s) described in Exhibit "A-1" attached hereto and incorporated herein.

- (1) to enter upon the real estate;
- (2) to excavate, place, bury, construct, operate, patrol, inspect, repair, maintain, relocate, and replace on, in, through, and under said real estate and in or upon all streets, roads, and highways abutting said real estate a power line system to serve substations and end users, including, but not limited to, poles, structures (not to include multiple-pole structures or substations), cross-arms, guys, anchors, wires, cables, conduits, fiber-optic cables and equipment, markers, and other components or appurtenances (collectively the "electric system");
- (3) to remove, using any means typically used by electric utilities, including, but not limited to, machinery, cutting, trimming, and chemical means, trees, shrubbery, brush, and other vegetation to the extent necessary to keep them clear of said electric system;
- (4) to cut down and remove from time to time all dead, weak, leaning, and dangerous trees and other obstructions (even if located outside the above-described real estate but still on property owned by Grantor(s)) that are tall enough to strike or endanger the electric system, or any of its lines, wires, or components; and
- (5) to license, permit, or otherwise agree to the joint use or occupancy of the electric system by any other person, association, corporation, or entity for electrification purposes.

Nothing contained in this Right-of-Way Easement shall limit the Grantor(s) from using the described real estate for any lawful use, so long as any such use shall not in the reasonable

wishing to use the fiber optic cables for any other purpose shall obtain an additional easement from the property owner(s).

The Grantor(s) covenants that Grantor(s) is the owner of the above-described real estate and that Grantor(s) has all requisite authority to grant this easement.

The Grantor(s) agrees and acknowledges that the rights granted to the Grantee herein shall inure to the benefit of the successors, assigns, and partial assigns of Grantee.

The Grantee will indemnify and hold harmless Grantor(s), agents, and invitees from any claims, suits, injuries, damages, costs, losses, and expenses, including attorney's fees, which may be asserted against Grantor(s) resulting from or arising out of the Grantee's, its contractors, or agent's, construction on, or the use of, the easement or improvements thereon. Notwithstanding the foregoing provision, the Grantee shall have no obligation to indemnify or hold harmless the Grantor(s), agents, or invitees to the extent such claims are the result of the negligence or intentional acts of Grantor(s), agents, or invitees.

If this easement is not used within ten (10) consecutive years commencing on the date this easement was granted, or if, after this easement has been used it is subsequently and continuously abandoned for a period of more than five (5) consecutive years, and at Grantee's sole expense all requisite government regulatory approval and authority for the abandonment of the easement has been granted, Grantee shall give Grantor(s) notice of such authority for its abandonment, and Grantee shall remove said electric system and all facilities, including the removal of poles and concrete foundations to a depth of four (4) feet below the surface, and file a document of record in the county releasing the real estate from this easement, and thereby vacating and terminating all rights herein granted.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural.

opinion of the Grantee endanger any part of said electric system, or create a hazardous condition, or interfere with the safe use and enjoyment of the said lands for the uses and purposes hereinabove granted to the Grantee.

The Grantee shall have the right, from time to time, to relocate all or any portion of the above described electric system at any one or more locations and install additional poles, structures (not to include multiple-pole structures without landowner consent or substations), cross-arms, guys, anchors, wires, cables, conduits, fiber-optic cables and equipment markers, and other components or appurtenances within the above-described real estate, all at such time and times as the Grantee in its discretion shall deem appropriate, and, the expense of such relocation and installation shall be the expense of the Grantee.

The Grantee agrees that the Grantee shall pay the fair and reasonable amount of any damage caused to crops, fences, field drainage tiles, soil compaction, and other property of the Grantor(s) or tenants caused by the Grantee during construction, operation, inspection, repair, maintenance, relocation, or replacement of the electric system, except for the initial crop damage already paid pursuant to separate agreement.

The Grantor(s) represents that the above-described premises are rented to: _____ . Any crop damage shall be paid to: _____ , unless Grantor(s) provides written notice to Grantee.

The Grantor(s) agrees that all poles, structures, cross-arms, guys, anchors, wires, cables, conduits, fiber-optic cables and equipment, markers, and other components and appurtenances shall remain the property of the Grantee, removable at the option of the Grantee.

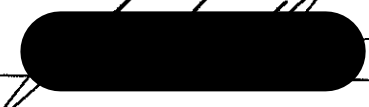
The Grantor(s) covenants and agrees that no structure, building, or fixture shall be placed over underground conduits, wires, or lines and no structure, building, or fixture shall be constructed, erected, or maintained within the above-described real estate. Grantor(s) may construct driveways, fences, and drainage tile within the above-described real estate as long as they do not interfere with Grantee's use of this easement.

The Grantee agrees that Grantee shall use reasonable efforts to locate poles and other above-ground structures so as to cause the least possible interference with Grantor(s)' use of the land, so long as such locations do not materially increase the cost of construction, operation, repair, maintenance, relocation, or replacement of the electric system or any portion thereof. The Grantee will use its best efforts not to substantially modify the location of the poles or add to the number of poles. If poles are relocated or moved, the Grantee shall, in good faith, make reasonable efforts to accommodate the objections of Grantor(s) and place the poles in locations that cause the least possible interference with Grantor(s)' use of the land.

Exceptions or restrictions to the foregoing grant of the easement are as follows: The fiber optic cables in the optical ground wire shall be used for electric system purposes only. Any third party

IN WITNESS WHEREOF, the Grantor has set Grantor's hand and seal this 14th day of March, 2024.

THE COUNTY OF SHELBY, ALSO KNOWN AS
SHELBY COUNTY FARM


BY: 

TITLE: Shelby County Board Chairman

STATE OF IL)
) SS
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that Robert Oman, who is personally known to me and whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Grantor signed, sealed and delivered said instrument, for and on Grantor's behalf as Grantor's free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of MARCH, 2024


Shana L Jones
Notary Public

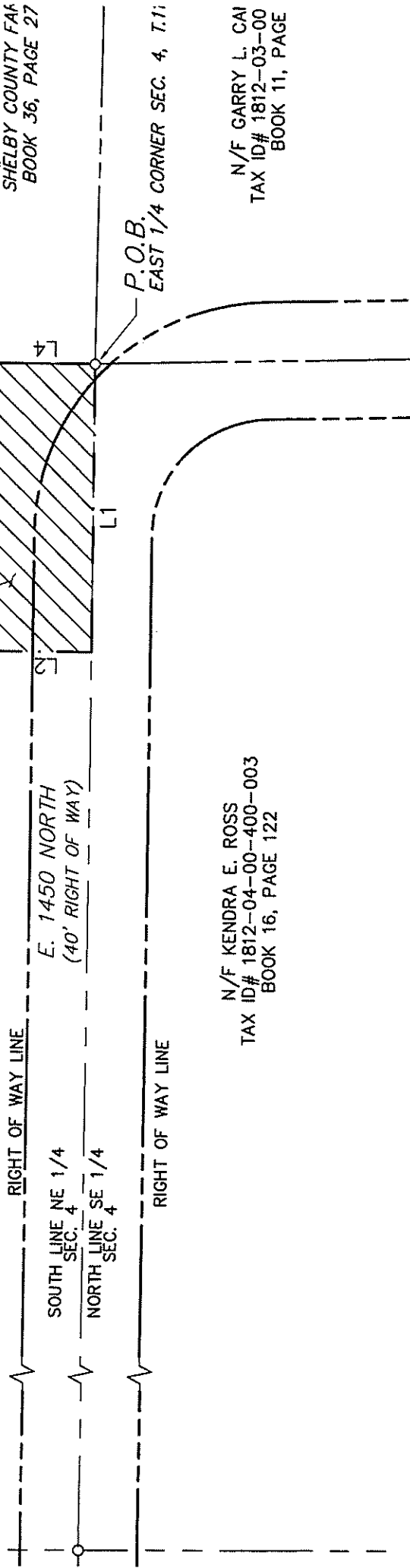


This instrument prepared by
& after recording return to:
Prairie Power, Inc.
3130 Pleasant Run
Springfield, IL 62711

18-00-004.000

TAX ID# 1812-04-00-200-001
SHELBY COUNTY FARM
BOOK 36, PAGE 279

0.081 ACRE
3,544 SQUARE FEET



N/F KENDRA E. ROSS
TAX ID# 1812-04-00-400-003
BOOK 16, PAGE 122

N/F GARRY L. CAI
TAX ID# 1812-03-00
BOOK 11, PAGE

LEGEND

- LOT LINE
- RIGHT OF WAY LINE
- SECTION QUARTER LINE
- SECTION LINE
- PROP EASEMENT LINE
- IRON ROD/PIPE FOUND
- ▨ PROPOSED EASEMENT AREA

(FEET) EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER OF RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, SHELBY COUNTY, ACT OF LAND DESCRIBED IN BOOK 36, PAGE 279, SAID 0.081 ACRE EASEMENT CONSULTANTS BEING DESCRIBED BY METES AND BOUNDS AS

AND AT THE EAST QUARTER CORNER OF SAID SECTION 4, BEING THE DESCRIBED EASEMENT;

A DISTANCE OF 98.74 FEET, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER CORNER OF THE HEREIN DESCRIBED EASEMENT,

TRACT OF LAND DESCRIBED IN BOOK 36, PAGE 279, THE FOLLOWING TWO

STANCES OF 35.42 FEET, FOR THE NORTHWEST CORNER OF THE HEREIN

DISTANCE OF 98.56 FEET, TO A POINT ON THE EAST LINE OF THE SECTION 4, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°40'53"W	98.74'

102
TERRY L. ROWE, I.P.L.S. NO
EXPIRATION DATE: 11/30/2





RECEIPT

Parcel No: 1812-04-00-200-001
 Project Name: IL-SL-IA-SH-094.300
 Acres: 0.081
 Private: Abutting:
 County: Shelby Twp: 11N Rng: 3E Section: 4

This receipt acknowledges that Prairie Power, Inc. agrees to pay the Sum of \$1,000.00 Dollars for an:

- Option Agreement
- Damages (crop, drainage tiles, fence, etc.)
- Easement
- Other: _____

Acknowledged this _____ day of _____, 20_____.

PRAIRIE POWER, INC.

GRANTOR(S)

BY: _____
 Right-of-Way Representative

BY: 
 THE COUNTY OF SHELBY, ALSO KNOWN AS
 SHELBY COUNTY FARM

TITLE: Shelby County Board Chairman

Tenant Name: _____

Grantor's Address: 301 E. Main PO Box 230

Address: _____

Address: Shelbyville, IL 62565

Phone: _____

Phone: 217-774-4421

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT**

2024-14

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF SHELBY COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2025 for the purpose of offsetting a portion of the Public Transportation Program operating deficits of SHELBY COUNTY.

Section 2. That while participating in said operating assistance program, SHELBY COUNTY will provide all required local matching funds.




Section 3. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY SHELBY COUNTY is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY such application.

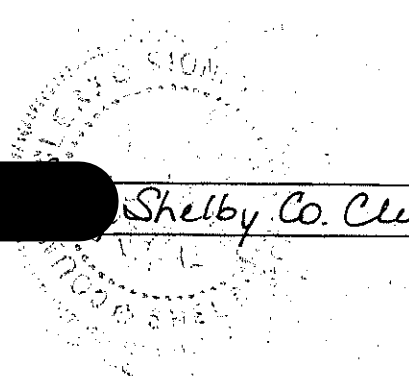
Section 4. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY SHELBY COUNTY is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY SHELBY COUNTY is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2025.

Section 6. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY SHELBY COUNTY is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2025.

PRESENTED and ADOPTED this 14th day of March 2024.

Signature of Authorized Official 	Date 	 Shelby Co. Clerk
Title Shelby Co. Board Chairman		



Public Transportation Applicant Ordinance

ORDINANCE NUMBER: 24-01-"O"

AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION
IN SHELBY COUNTY, ILLINOIS

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, SHELBY COUNTY wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq., authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the SHELBY COUNTY BOARD CHAIR and SHELBY COUNTY that:

Section 1. SHELBY COUNTY shall hereby provide public transportation within the county or counties limits and within a 10 mile radius of service county boundaries at a rate of \$1.00 per mile outside of county limits.

Section 2. The clerk/secretary to the governing board of SHELBY COUNTY shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY a Grant Application to the Illinois Department of Transportation.

Section 5. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the SHELBY COUNTY BOARD CHAIR and the SHELBY COUNTY BOARD on the 14th day of March 2024, and deposited and filed in the office of the clerk/secretary on that date.

Elected Board Members: 22

Members Present at Vote: 18

Members Voting "Aye": 18 Members Voting "Nay": _____ Members Abstaining: _____

Signature of	Date
	3/14/24

Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2024 to June 30, 2025 and will be submitted for approval annually.

COUNTY OF SHELBY, a body politic and corporate

By:


Chairperson, Shelby County Board

ATTEST:


Shelby County Clerk

COUNTY OF CHRISTIAN, a body political and corporate

By:


Chairperson, Christian County Board

ATTEST:


Christian County Clerk

Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds but may provide match as desired.
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7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

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11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2024 to June 30, 2025 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

By: _____

Chairperson, Shelby County Board

ATTEST:

Shelby County Clerk

COUNTY OF CLAY, a body political and corporate

By: _____

Chairperson, Clay County Board

ATTEST:

Clay County Clerk

Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.


And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits.

WITNESSETH:


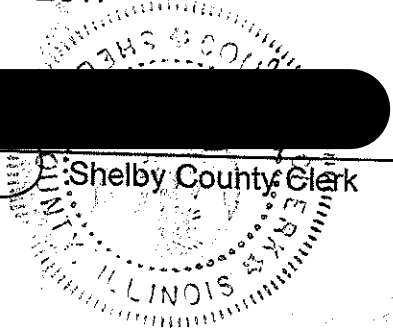
1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
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11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2024, to June 30, 2025, and will be submitted for approval annually.


COUNTY OF SHELBY, a body political and corporate

By: 
Chairperson, Shelby County Board


ATTEST:



Shelby County Clerk


COUNTY OF MOULTRIE, a body political and corporate

By: 
BILLY VOYLES
Chairperson, Moultrie County Board

ATTEST:


ZINDA S. QUALLS,
Moultrie County Clerk



Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2024 to June 30, 2025 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

By: _____

Chairperson, Shelby County Board

ATTEST:

Shelby County Clerk

COUNTY OF MONTGOMERY, a body political and corporate

By: _____

Chairperson, Montgomery County Board

ATTEST:

Montgomery County Clerk

Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2024 to June 30, 2025 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

By:


Chairperson, Shelby County Board

ATTEST:


Shelby County Clerk

COUNTY OF FAYETTE, a body political and corporate

By:


Chairperson, Fayette County Board

ATTEST:


Fayette County Clerk

Memorandum of Understanding for Vehicle Use

This Memorandum of Understanding Vehicle Use Agreement (hereinafter referred to as the "Agreement") is entered into by and between the County of Shelby and the County of Effingham (hereinafter referred to as the "Primary Participants" for the provision of public transportation in said counties.

Whereas, the "Primary Participants" have applied for grants pursuant to Section 5311 of the Federal Transit Act of 1991, Section 5310 Transportation Assistance Grant Program and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made for public transportation programs in rural and small urban areas within Shelby and Effingham Counties.

Whereas, it is the mutual desire of the "Primary Participants" that County of Shelby and the County of Effingham be designated as "Primary Participants" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311, Section 5310 and Downstate Public Transportation funds.

Whereas, the "Primary Participants" acknowledge that C.E.F.S. Economic Opportunity Corporation Central Illinois Public Transit Program (CIPT) is a seven county transit system that includes the following counties: Clay, Christian, Effingham, Fayette, Montgomery, Moultrie, and Shelby.

Whereas, the "Primary Participants" acknowledge in order for C.E.F.S. CIPT program to operate an effective and efficient transit program that resources from both "Primary Participants" will have to be shared.

Whereas, the "Primary Participants" acknowledge that C.E.F.S. CIPT program has a cost allocation methodology to charge shared costs to each grantee.

And Whereas, the Illinois Compiled Statutes 740/2-1 et seq. authorizes the designated counties to provide for public transportation within their respective county limits;

Witnesseth:

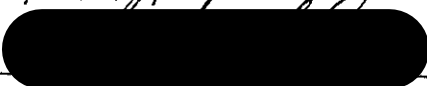
1. The County of Shelby and the County of Effingham shall be designated as "Primary Participants" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-

Urbanized Areas providing for the administration and distribution of Federal Section 5311, Section 5310 and Downstate Public Transportation Act funds.

2. It shall be the responsibility of the "Primary Participants" to receive all Section 5311 Section 5310 Funds from the Illinois Department of Transportation pursuant to said Department's grant agreements with the "Primary Participants".
3. "Primary Participants" shall be directly involved in the project oversight and administration of the public transit systems. The "Primary Participants" will be directly involved in the public transportation programs for which Federal and State funds are distributed. Irrespective of the participation of other parties or third-party contractors in the connection with the project, the "Primary Participants" shall continue to have the primary responsibility to FTA and IDOT/DPIT for compliance with all applicable Federal and State requirements as may be set forth in statutes, regulations, executive orders and the master agreement between the IDOT/DPIT and FTA, and the Agreement for this project.
4. The "Primary Participants" shall disburse said funds to the designated transit administrator and service provider (C.E.F.S. Economic Opportunity Corporation, a not-for-profit organization), pursuant to the terms and conditions of said Purchase of Service Agreements.
5. Delivery of services by the transit administrator and service provider shall be made in accordance with Purchase of Service Agreements with the "Primary Participants".
6. "Primary Participants" under the terms and conditions of said Purchase of Service Agreements will ensure compliance by designating Program Compliance Oversight Monitors (PCOM) to monitor compliance and performance of the transit service being provided by the designated administrator and service provider.
7. "Primary Participants" under the terms and conditions of the Purchase of Service Agreements and established Vehicle Lease Agreements, as so implemented, with the designated transit administrator and service provider may temporarily assign vehicles for public transit use in each other's service area with the mutual written consent of the "Primary Participants" under this Memorandum of Understanding Vehicle Use Agreement. Under the Memorandum of Understanding Vehicle Use Agreement, the "Primary Participant" (Shelby County) shall permit the temporary assignment and the use of designated transit vehicles in Effingham County with the "Primary Participant" under the same use, scope, service limits, insurance, maintenance, license, registrations, driver requirement and other terms and conditions that the transit administrator and service provider must adhere to under the established Shelby County Vehicle Lease Agreement to ensure the safety and control of the fixed assets.
8. "Primary Participants" are not responsible to the transit administrator and service provider for any local matching funds but may provide match as desired.

9. The terms and conditions of this Agreement will be effective for a twelve-month grant period as so stated under the Purchase of Service Agreements with the designated administrator and service provider.
10. Any revision of this Agreement must be agreed to by the "Primary Participants" as evidenced by an addendum signed by the authorized representative of each "Primary Participant".
11. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when the "Primary Participants" agree that a new Agreement would meet their particular needs.
12. This Agreement is binding upon the "Primary Participants", their successors and assigns.
13. If any section, sentence, clause, phrase or portion of this Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the "Participants" that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
14. The "Participants" shall sign and execute the "Agreement" as stipulated herein.

Therefore, we the undersigned "Primary Participants" have read and agree with this Memorandum of Understanding Vehicle Use Agreement to ensure a coordinated transit system.

County of Shelby
 By: 
 Robert Orman
 Chair, Shelby County Board

3/14/2024
 Date

County of Effingham
 By: _____
 Joshua Douthit
 Chair, Effingham County Board

 Date

PURCHASE OF SERVICE AGREEMENT

FOR THE RURAL PUBLIC TRANSPORTATION

UNDER THE

SECTION 5311 NON-METRO OPERATING ASSISTANCE AND DOWNSTATE OPERATING
ASSISTANCE PROGRAM (DOAP)

BETWEEN

SHELBY COUNTY, ILLINOIS

AND

**C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION
(CENTRAL ILLINOIS PUBLIC TRANSIT)**

CONTRACT NUMBER _____

STATE FISCAL YEAR 2025

July 1, 2024 to June 30, 2025

PURCHASE OF SERVICE AGREEMENT

This Agreement is made by and between SHELBY COUNTY, ILLINOIS (hereinafter referred to as "Grantee") and C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION (CENTRAL ILLINOIS PUBLIC TRANSIT) (hereinafter referred to as the "Provider" which term shall include its successors and/or assigns.

WHEREAS, the Grantee proposes to provide rural public transportation services to the non-urbanized area of Shelby County, Illinois (herein referred to as the "Project");

WHEREAS, the Grantee has applied under the provisions of a combined application for Section 5311 Non-Metro Operating Assistance of the Federal Transit Act, as amended and for Downstate Operating Assistance Program (DOAP), under the provisions of the Illinois Downstate Public Transportation Act, as amended, to the Illinois Department of Transportation/Division of Public and Intermodal Transportation (hereinafter "IDOT") for operating and administrative assistance for this Project;

WHEREAS, the Grantee's application has been approved and/or pending approval by IDOT/DPIT;

WHEREAS, the Provider has been selected by the Grantee to be the Shelby County Public Transit Administrator to include scheduling and dispatch and to be the Transit Operator to provide public transportation services in the designated service area; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Agreement is made to provide for the provision of service, to set forth the terms and conditions upon which the financial assistance will be made available, and to set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

ITEM 1 - DEFINITIONS

As used in the Agreement:

1. "Grantee" means the County of Shelby, Illinois.
2. "IDOT/DPIT" means the State of Illinois Department of Transportation, Division of Public and Intermodal Transportation.
3. "FTA" means the Federal Transit Administration of the United States' Department of Transportation.
1. "Government" means the government of the United States of America.
2. "Provider" means Administrator and Transit Operator to be a provider of transit service participating in the Section 5311 program and supplying public transportation services for the Project under the contract to the Grantee.
6. "Project Costs" means the sum of *eligible* costs incurred by the Provider and/or its Operator(s) in performing the Project.
3. "USDOT" means the United States' Department of Transportation.

ITEM 2 - PROJECT SCOPE

The Provider agrees to provide the public transportation services described in the Grantee's final approved Application and Service Plan on file at the IDOT/DPIT and Grantee offices. Provider's Service Plan will be incorporated into this Agreement as Exhibit A and made a part hereof. Provider shall not reduce, terminate, or substantially change such public transportation without the prior written approval of IDOT/DPIT or the Grantee.

ITEM 3 - AMOUNT OF CONTRACT

In as much as the Provider has satisfied all conditions precedent to the award of a grant under the State of Illinois, Department of Transportation, Division of Public and Intermodal Transportation, Non-Metro Public Transportation Project, the Grantee, as the designated grant recipient will by the authority of the Illinois Department of Transportation/Division of Public and Intermodal Transportation make funds available to the Provider in accordance with the attached budget as Exhibit B, entitled "Approved Project Budget". These Project funds are for the purpose of undertaking activated in accordance with the requirements of the Illinois Department of Transportation administered by the Division of Public and Intermodal Transportation, Non-Metro Transportation funding prerequisite and to prepare all necessary information for the Non-Metro Public Transportation Project.

Under the Section 5311 program administered by IDOT/DPIT, the Grantee may make payments for up to 50% of the Provider's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Provider during the fiscal year in the provision of the public transportation services approved by the Grantee. In addition, under the Downstate Public Transportation Operating Assistance, the Grantee may make payments for up to 65% of eligible operating costs. In no event shall the Provider's payment under this Agreement exceed the total federal funding and state funding available for the Project costs.

Total FY 2025 Federal 5311 Non-Metro Operating Assistance funding for the Project costs will be four hundred fifty-three thousand nine hundred fifty-three dollars AND 00/100 (\$453,953) DOLLARS. In addition, FY2025 total State Downstate Operating Assistance funding is estimated to be one million six hundred ninety-seven thousand seven hundred dollars AND 00/100 (\$1,697,700) DOLLARS. The Provider is herein authorized to incur eligible costs against these funds from the beginning of July 1, 2024 through the ending date of June 30, 2025.

The Provider agrees that it will assist efforts to provide, from sources other than funds provided under Section 5311 of the Federal Transit Act, as amended and the Downstate Public Transportation Act, as amended, sufficient funds to meet the non-IDOT/DPIT portion of the operating deficit and administrative costs.

ITEM 4 - DOCUMENTS FORMING THIS AGREEMENT

The parties agree that this constitutes the entire Agreement between the parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior agreements and understandings in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this part entitled "Purchase of Service Agreement for Rural General Public Transportation", together with Exhibit A, entitled "Provider's Application/Service Plan", Exhibit B, entitled "Approved Project Budget", Exhibit C, entitled "State of Illinois Drug Free Workplace Certification", Exhibit D, entitled "Terms, Assurances, Certifications and Conditions Governing the Service Provider Contract", and Exhibit E, entitled "Vehicle Lease Agreement", all of which are by this reference specifically incorporated herein.

ITEM 5 - ILLINOIS GRANT FUNDS RECOVERY ACT

This grant is subject to the Illinois Grant Funds Recovery Act, as amended. This Agreement is valid until June 30, 2025 and grant funds are available to the Provider and may be expended by the Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any funds which are not expended or legally obligated by the Provider at the end of the Agreement or by the expiration of the period of time funds are available to expenditure or obligation, whichever is earlier, shall be returned to the Grantee within 45 days. Project close-out shall be in accordance with ITEM 15 of this Agreement.

This ITEM is subject to further revision at the sole determination and discretion of the Grantee.

ITEM 6 - ACCOMPLISHMENT OF THE PROJECT

Grantee's Responsibilities:

The Grantee will be directly involved in the Project oversight and administration. The Grantee as the recipient of Section 5311 and DOAP funds will be directly involved in the Project public transportation programs for which Federal and State funds are distributed. Irrespective of the participation of other parties or third-party contractors in the connection with the Project, the Grantee shall continue to have the primary responsibility to FTA and IDOT/DPIT for compliance with all applicable Federal and State requirements as may be set forth in statutes, regulations, executive orders and the master agreement between the IDOT/DPIT and FTA, and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor (PCOM), who will be an employee of the Grantee, with no real or apparent conflict of interest, and be approved by IDOT/DPIT. All direct Grantee PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The Grantee's PCOM shall be responsible for the following:

1. *General Program Knowledge* – The Grantee's PCOM shall possess proficiency in areas including but not limited to:
 - a. Relevant federal and state transportation grant program(s) purpose and funding; and
 - b. State and federal public transportation capital and operating grant requirements.
2. *Service Coordination and Management Plan* – The Grantee's PCOM shall develop and update, as needed a Service Coordination and Management Plan (SCMP) that is approved in writing by IDOT/DPIT. In the SCMP, the Grantee shall provide the following:
 - a. A list of all the public and specialized transportation providers, Human Service Transportation Plan (HSTP) coordinators, and stakeholders within the Grantee's service region or territorial boundaries;
 - b. The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;
 - c. For multiple-county systems, the methodology by which the grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county, with the Grantee's service region or territorial boundaries is commensurate with the amount of state and federal funding allocated to each county.
 - d. An explanation of the Grantee's and its operator's, if any, public transportation compliant procedures; and
 - e. Any additional information requested by IDOT/DPIT.
3. *Monitoring* – The Grantee's PCOM shall monitor and analyze the following:
 - a. The level of and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, with the Grantee's service region or territorial boundaries. The Grantee's PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle

- miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;
- b. The utilization, condition, and maintenance, of Project facilities, if applicable;
 - c. The driver and staff training activities of the Grantee and/or its operator(s), if any;
 - d. All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party with the Grantee's service region or territorial boundaries. For the service contracts, the Grantee's PCOM shall monitor the revenues received and the number of trips provided. The Grantee's PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the state fiscal year, ending on June 30.
 - e. Compliance with the requirements of this Agreement;
 - f. The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and
 - g. Any additional items requested by IDOT/DPIT.
4. *Complaint Procedures* – The Grantee's PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any;
 5. *Program Reviews* – The Grantee's PCOM shall assist in all of the IDOT/DPIT's program reviews and audits of the Grantee and its operator(s), if any, and will attend all meetings between the Grantee and the IDOT/DPIT.
 6. *Training* – The Grantee's PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's (RTAC) Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the IDOT/DPIT.
 7. *Public Transportation Account* – On forms provided by the IDOT/DPIT, the Grantee's PCOM shall monitor the Public Transportation Account, (PTA) which is defined in Item 11, by identifying and tracking deposits and withdrawals into and out of the Public Transportation Account, the interest earned, and the balance of funds in the account.
 8. *Reporting* – The Grantee's PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee, and ii) annually, a written report to the IDOT/DPIT that is submitted with the Grantee's 4th quarter actual requisition. The Grantee shall provide the IDOT/DPIT copies of the quarterly report at the request of the IDOT/DPIT. The reports shall contain the following information:
 - a. A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;
 - b. A summary and analysis of the activities monitored pursuant to this item, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's service area or territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;
 - c. A summary and analysis of public transportation complaints and if applicable, the satisfaction of any entity receiving service from the Grantee or its operator(s) pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
 - d. For the annual report to the IDOT/DPIT, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and
 - e. Any additional information requested by the IDOT/DPIT.

Provider's Responsibilities:

General Requirements - The Provider shall commence, carry on, and complete the Project with all practicable dispatch, in a sound economical, and efficient manner, and in accordance with the provisions hereof, of the Provider' Application and Service Plan, all applicable Federal and State laws, Grantee guidelines and IDOT/DPIT rules and regulations.

Pursuant to Federal, State, and Local Law - In performance of its obligations pursuant to this Agreement, the Provider and its contractors shall comply with all applicable provisions of Federal, State and local law. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive local standards to the performance of the Project.

The Provider agrees that the most recent of such Federal and State requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed either by IDOT/DPIT or FTA, the language of which either modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new Federal and State laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal and State requirements, the Provider agrees to include in all third-party contracts financed with Government (FTA and/or IDOT/DPIT) assistance, specific notice that Federal and State requirements may change and the changed requirements or amendments will apply to the Project as required.

Project Funds - The Provider shall initiate and prosecute to completion all proceedings necessary to enable the Provider to provide its share of Project costs at or prior to the time that such funds are needed to meet Project costs.

Changed Conditions Affecting Performance - The Provider shall immediately notify the Grantee of any change in conditions of local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this contract.

No Government Obligations to Third Parties - The Grantee shall not be subject to any obligations or liabilities by contractors of the Provider or their subcontractors or any other person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this Agreement without its specific written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or solicitation thereof.

ITEM 7 - CONTINUANCE OF SERVICE

The Provider agrees to use its best efforts to continue to provide, either directly or by contract, as the case may be, the service described in the Provider's final approved Service Plan. All contracts, except the Public Aid contract which is attached hereto and made a part hereof which has already been entered into by the Provider, must be approved by the Grantee and IDOT/DPIT before they are entered into by the Provider. No reductions or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least thirty (30) days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the appropriate regulatory agency, whichever comes first, the Provider shall give written notice of the proposed action to the Grantee and all units of local government within the Provider's service area.

ITEM 8 - USE OF FACILITIES

The Provider agrees that the Project facilities will be used for the provision of transportation service within the Grantee's service area substantially as described in the Provider's final approved Service Plan. Such facilities shall be used in the provision of said service during the effective period of this Agreement in accordance with Generally Accepted Accounting Principles (GAAP), IDOT/DPIT, FTA, and Grantee

guidelines. If, during such period, such facilities are not used for transportation service at the initiative of the Provider, the Provider shall immediately notify the Grantee.

The Provider shall keep satisfactory records with regard to the use of the facilities and submit to the Grantee upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Grantee in all cases where Project facilities are used in a manner substantially different from that described in the final approved Service Plan. The Provider shall maintain in amount and form satisfactory to the Grantee such insurance or self-insurance as will be adequate to Project facilities through the period of required use. The Provider shall also submit at the request of the Grantee, upon the forms provided by IDOT/DPIT, a certification that the Project facilities are being used in accordance with the terms of this ITEM.

1. Encumbrance of Private Property. Unless expressly authorized in writing by IDOT, the Provider agrees to refrain from:
 - a. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Grantee interest in any Project real property or equipment; or
 - b. Obligate itself in any manner to any third party with respect to Project real property or equipment.
2. The Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Grantee interest or impair the Provider's continuing control over the use of the Project real property or equipment.

ITEM 9 - ETHICS

1. The Provider shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member or agent of the Provider may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

(a) The employee, officer, board member, or agent;

Any member of his or her immediate family;

His or her partner; or

Any organization that employs, or is about to employ, any of the above.

The conflict-of-interest requirement for former employees, officers, board members and agents shall apply for one (1) year.

The code shall also provide that the Provider's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

Interest of Members of or Delegated to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or derive any benefit therefrom.

Bonus or Commission. The Provider acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to Grantee in connection with this Project, the Grantee reserves the

right to impose on the Provider the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Sections 3801, *et seq.*, and 49 U.S.C. app. Section 1607 a (h), as IDOT or the Grantee deems appropriate. The terms of the U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to this Project.

ITEM 10 - THE PROJECT BUDGET

Project Budget shall be prepared by the Provider and approved by the Grantee and IDOT/DPIT. The Project Budget shall be maintained by the Provider and shall provide the Grantee with a copy. The Provider shall carry out the Project and shall incur obligations against and make disbursements from project funds only in conformity with the latest approved Project Budget listed as Exhibit B and entitled "Approved Project Budget". The Project Budget may be revised from time to time, but no Budget or revision thereof shall be effective unless and until the Grantee and IDOT/DPIT shall have approved the same.

ITEM 11 – ACCOUNTING, RECORDS, AND ACCESS

Grantee Responsibilities:

Financial Control Requirements: The Grantee financial management system will be structured to provide accurate, current, and complete disclosure of the financial results of the program. The Grantee is ultimately accountable for all funds received under this Agreement. The Grantee will maintain effective control and accountability over all funds, as required by the IDOT/DPIT, and agrees to maintain a minimum amount of cash on hand necessary to effectively operate the program.

Public Transportation Account – The Grantee shall establish and maintain a separate account(s) for the Project (hereinafter referred to as a Public Transportation Account or PTA) in conformity with requirements established by the IDOT/DPIT. The account(s) shall be in federally insured bank or trust company.

Funds Received or Made Available for the Project – The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the IDOT/DPIT pursuant to this Agreement, and all other funds provided for or otherwise received on account of the Project and Project Facilities (hereinafter referred to as Project Funds). Examples of such type of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the IDOT/DPIT.

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

All Project Funds held by the Grantee over one (1) month shall draw interest and the amount of such interest earned shall be reported to the IDOT/DPIT in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the IDOT/DPIT.

Project Funds may only be used for the following expenses:

1. Eligible costs; and
2. Operating or capital expenditures directly related to the Project, pursuant to IDOT/DPIT procedures.

Provider's Responsibilities:

The Provider's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this Agreement. The Provider is accountable for all Project Funds received under this Agreement, including those expended for subgrantees. The Provider shall maintain effective control and accountability over all Project Funds, equipment, property, and other assets under the Agreement as required by the IDOT/DPIT. The Provider

shall keep records sufficient to permit the tracing of Project Funds to a level of expenditure adequate to ensure that the Project Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices.

1. Project Accounts - The Provider shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project in conformity with requirements established by the Grantee.
2. *Funds Received or Made Available for the Project* - Provider shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, or the Federal Savings and Loan Insurance Corporation, all Contract payments received by it from the Grantee pursuant to this Contract and all other funds provided for, accruing to, or otherwise received on account of the Project, which Grantee payments and other funds are herein collectively referred to as "Project Funds."

The Provider shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of the Project Funds by the Grantee, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

The Provider shall ensure that the Project Funds are expended in accordance with the following principles: 1) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations, 2) grant expenditures should conform to the terms and conditions of this Agreement, 3) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the cost, and 4) accounting should be consistent with generally accepted accounting principles.

The Provider agrees to complete and submit financial reports to the Grantee quarterly by the thirtieth (30th) day of the month following the reported quarter, and at such other times as the Grantee may prescribe, the amounts recorded in the Project Account.

3. *Eligible Costs* - Expenditures made by the Provider shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:
 - (a) be made in conformance with the final approved Service Plan and the approved Project Budget and all other provisions of this contract;
 - (b) be necessary in order to accomplish the Project;
 - (c) be reasonable in amount for the goods and services purchased;
 - (d) be actual net costs to the provider (i.e., the price paid minus any refunds, rebates, or other items of value received by the Provider that have the effect of reducing the cost actually incurred) except as otherwise authorized by the Grantor in writing.
 - (e) be incurred (and be for work performed) after the date of this Agreement, unless *specific* authorization from the Grantee to the contrary is received;
 - (f) be in conformance with the standards for allowability of costs established by the Grantee, IDOT/DPIT, and FTA, unless *specific* authorization to the contrary is received from the Grantee, IDOT/DPIT, and/or the FTA;
 - (g) be satisfactorily documented; and

- (h) be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantee.

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by IDOT/DPIT.

4. *Documentation of Project Costs* - All costs charged to the Project, including any approved services contributed by the Provider or others, shall be supported by properly executed payrolls, time records, invoices, allocation plans, contracts and/or vouchers evidencing in detail the nature and property of the charges.
5. *Checks, Orders and Vouchers* - Any check or order drawn by the Provider with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Provider stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, allocation plans or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
6. *Audit and Inspection Records* –

Grantee's Responsibilities:

Audit Requirements: An annual financial and compliance audit will be procured by the Grantee as required by the Illinois Department of Transportation, except in the case where an organization-wide audit is conducted. An organization-wide audit (or A-110 or A-128 audit if applicable) may be used by the Grantee to satisfy the audit requirements under this Agreement, where the Provider activities are included in such audits.

All audits of appropriate records must be performed by a certified public accountant of a licensed firm. The audit must be conducted in accordance with the Comptroller General's Standards for Audits of Governmental Organization, Programs, Activities, or Functions, and the General Accounting Office's Guidelines for Financial and Compliance Audits of Federally Assisted Programs.

IDOT reserves the right to conduct special audits, at any time during normal working hours, of funds expended under this Agreement.

The independent audit reports that are submitted to Illinois Department of Transportation, Division of Public and Intermodal Transportation should include the following information:

1. The Grantee's name;
2. The Grantee's fiscal year;
3. The type of Section 5311 program and Downstate Operating funds received (Operating or Capital Assistance);
4. The amount of funds received by type;
5. A statement that the audit was made in accordance with OMB Circular A-128;
6. The auditor's report on the financial statements and on the schedule(s) of federal assistance;
7. The financial statement and schedule(s) of Federal assistance, showing the total expenditures for the federal Section 5311 program including the Downstate Operating Assistance funds;
8. The auditor's report on the study and evaluation of internal control systems which must identify the Grantee's significant internal accounting controls, and those controls designed to provide reasonable assurance that Federal Section 5311 program including Downstate Operating Assistance funds is being managed in compliance with laws and regulations.

- The report must also identify the control were evaluated, the controls that were not evaluated and the material weakness identified as a result of the evaluation;
9. The auditor's report on compliance containing:
 - a) A statement of positive assurance with respect to those tested for compliance, including compliance with laws and regulations pertaining to financial reports and claims for advances and reimbursements;
 - b) A statement of negative assurance on those items not tested;
 - c) An identification of total amounts questioned, if any, for each financial assistance award, as result of non-compliance.

Provider's Responsibilities:

The Provider (and its subcontractors, if any) certify that it shall remain, for a minimum of seven (7) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement; the Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Grantee, IDOT/DPIT and its agents, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Provider agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, records and supporting documents required by this section shall establish a presumption in favor of the State and against the Provider for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

General Audit and Inspection - The Provider shall permit, and shall require its contractors to permit, the Grantee or any other State or Federal agency authorized to perform such audit or inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project. The Provider shall furnish at closeout, or any time prior to close-out as may be requested by the Grantee, audit reports prepared according to generally accepted accounting principles. The Provider agrees to comply promptly with recommendations contained in the Grantee's final audit report. The Grantee shall have final selection and/or approval of an independent auditor for these purposes.

ITEM 12 – REQUISITIONS, PAYMENTS AND COMPENSATION OF THE PROVIDER

Grantee's Responsibilities:

1. Compensation of the Provider: Payments pursuant to this Agreement are subject to the availability of Federal Transit Administration funds, State of Illinois Department of Transportation/Division Public and Intermodal Transportation funds and State of Illinois appropriations and authorized expenditures under federal and state law.

For carrying out the program objectives as described in the grant application and this Agreement for this Project, the total compensation and reimbursement payable by the Grantee to the Provider shall not exceed the amounts as outlined in the attached budget under Exhibit B, entitled "Approved Project Budget".

All payment requests by the Provider will be reviewed by the Grantee to ensure such requests are in accordance with the approved budget. The Provider agrees to submit payment requests that are:

- a) Only for costs necessary to complete Project program objectives.
- b) Eligible for payment under the State of Illinois cost principles for under 56 Illinois Administrative Code 2630; and

- c) In conformance with the State of Illinois administrative requirements for under 56 Illinois Administrative Code 2610.

2. Method of Compensation: Payments to the Provider are subject to the initiation of a requisition form.

The Service Provider will maintain appropriate financial records of actual costs incurred and will submit this information to the Grantee as requested.

The Provider cannot be reimbursed for costs incurred in excess of total federal dollars in the approved budget but may be reimbursed through Downstate Operating Assistance Program funds. However, the Provider may be reimbursed for costs exceeding amounts budgeted by a specific line item. Any over expenditure of an amount budgeted for a line item requires a commensurate under expenditure of another line item.

If the Provider expends funds contrary to the provisions of this Agreement or the approved program budget, the Grantee may require the repayment of those funds if the expenditure violated the Provider assurances or the statutory provision of this Agreement. Other expenditures that do not confirm to the scope of work may be improper only because the Provider has failed to obtain approval of a revised work program. In such cases, the Grantee may withhold funds until the revision is approved by IDOT.

An overpayment of grant funds (un-liquidated balance) shall promptly be refunded to the Grantee accompanied by either a final expenditure report or the audit report. In addition, the Provider agrees to repay the Grantee for any funds that are determined by the Grantee, through monitoring activities or audit reports, to have been spent improperly.

Provider's Responsibilities:

1. *Requests for Payment by the Provider.* The Provider may make requests for payment of eligible costs, and the Grantee shall honor such requests in the manner set forth in this ITEM. In order to receive payments, the Provider must:
 - (a) completely execute and submit to the Grantee requisition forms supplied by IDOT to the Grantee in accordance with the instructions contained therein;
 - (b) submit to the Grantee an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period (not more than thirty (30) days after the date of submission); and vouchers, invoices or documentation to substantiate these costs;
 - (c) where local funds are required, demonstrate or certify that it has supplied local funds adequate, when combined with the State payments, to cover all costs to be incurred to the end of the requisition period; and
 - (d) have submitted all financial and progress reports currently required by the Grantee or IDOT/DPIT.
2. *Payment by the Grantee* - Upon receipt of the requisition form and the accompanying information in satisfactory form, the Grantee shall process the requisition. If the Provider is complying with its obligations pursuant to the contract, has satisfied the Grantee of its need for the funds requested during the requisition period, and is making adequate progress toward timely completion of the project; and if all of these circumstances are found to exist, the Grantee shall reimburse apparent allowable costs incurred (or to be incurred during the requisition period) by the Provider up to the maximum amount payable. However, reimbursement of any cost pursuant to this ITEM shall not constitute a final determination by the Grantee of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this contract committed by the Provider. The

Grantee will make a final determination as to allowability only after a final audit of the project has been conducted.

In the event that the Grantee determines that the Provider is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Provider stating the reasons for such determination.

If the Provider disagrees with the determination of the Grantee, it may make a written request to the Grantee, within ten (10) days of notice that the requested requisition has been deemed ineligible for reimbursement, to forward the requisition to IDOT/DPIT for its determination. If after review IDOT deems that the requisition is an eligible expense and so notifies the Grantee in writing of its decision within 14 days, the requisition shall be reimbursed by Grant funds.

3. *Disallowed Costs* - In determining the amount payable, the Grantee will exclude costs incurred by the Provider which are not provided for in the latest approved Project Budget for the Project; and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantee.

ITEM 13 - RIGHT OF GRANTEE/DEPARTMENT TO TERMINATE

Upon written notice to the Provider, the Grantee reserves the right to suspend or terminate all or part of the financial assistance herein provided for when the Provider is or has been in violation of the terms of this Agreement or when the State determines that the purpose of the Acts would not be adequately served by the continuation of State financial assistance to the project. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the grant will not invalidate obligations properly incurred by the Provider and concurred in by the Grantee prior to the date of termination, to the extent that they are non-cancelable. The acceptance of a remittance of any or all Project payments previously received by the Provider or the closing out of State financial participation in the Project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

ITEM 14 - PROJECT AUDIT

Upon receipt of notice of successful completion of the project or upon termination of the Grantee, the Grantee shall perform a final audit of the Project to determine the allowability of costs incurred and shall make settlement of the State grant described in this Agreement. If the Grantee has made payment to the Provider in excess of the total amount of such State grant, the Provider shall promptly remit such excess to the State. The Project close-out occurs when the Grantee notifies the Provider and forwards the final grant payment or when an appropriate refund of State Grant funds has been received from the Provider and acknowledged by the Grantee. Close-out shall be subject to any continuing obligations imposed on the Provider by this Agreement or contained in the final notification or acknowledgment from the Grantee.

ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT

Provider agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. Provider warrants that there is no provision of its charter, by-laws or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Provider any provision or clause of this Agreement. Provider warrants further that it has paid all Federal, State and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, that Provider has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder and that Provider will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder.

ITEM 16 - CONTRACT OF THE PROVIDER AND SUBCONTRACTS

Except as otherwise provided in the Grantee guidelines or as specifically approved by the Grantee, the Provider shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval of the Grantee and the IDOT/DPIT. The Provider may only subcontract services with the prior written approval of the Grantee and the IDOT/DPIT. Any subcontracts or third-party contracts for service shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that the subcontractor are subject to all of the terms and conditions of this Agreement. For the Grantee to approve the use of any subcontract, the Grantee must employ an open, impartial, and reasonably competitive selection process. The Provider has made the Grantee aware of a pre-existing contract with the Illinois Department of Public Aid, a copy of which is attached hereto.

ITEM 17 - COMPETITIVE BIDDING

Provider agrees to give full opportunity for free, open and competitive bidding for each contract to be let by the Provider calling for construction or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Provider shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition.

The award of each such contract shall be made by Provider as soon as practical to the lowest responsible bidder except as otherwise provided in Grantee, IDOT/DPIT and FTA guidelines.

ITEM 18 - THIRD PARTY CONTRACT CHANGES

No change or modification of the scope or cost shall be made to any contract and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as otherwise approved by the Grantee, and where required, until the approved Project Budget has been amended by the Grantee as may be necessary to provide for such change or modification.

ITEM 19 - PRE-BID REVIEW

Except as otherwise provided in Grantee guidelines or as otherwise specifically approved by the Grantee, the Provider agrees that, prior to advertising for any bids for any work to be performed under ITEM 17 - COMPETITIVE BIDDING, the Provider shall submit one (1) copy of each of the proposed contract, plans, specifications, proposed advertisement for bids, and all related bidding documents, to the Grantee for approval. The bid invitation or advertisement shall include a statement that the contract to be let is subject to this contract between the Provider and the Grantee.

ITEM 20 - ASSIGNMENT OF AGREEMENT

The Provider agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Grantee. The Provider agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Grantee.

ITEM 21 - INDEMNIFICATION AND INSURANCE

The Provider agrees to save harmless and indemnify the Grantee from any and all losses, expenses, damages (including loss of use), demands and claims and shall defend any suit or action, whether at law or inequity, brought against it based on any such alleged injury (including death) or damage and shall pay all damages judgments, costs, and expenses, including attorney's fees, in connection with said demands and claims resulting therefrom.

The Provider agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance with limits and upon terms satisfactory to the Grantee as will protect the Provider from any other claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations hereunder by the Provider, or by anyone directly or indirectly employed by or associated with it, and the Provider shall furnish the Grantee with certificate(s) evidencing all such required insurance.

ITEM 22 - NON-WAIVER

The Provider agrees that in no event shall any action, including the making by the Grantee of any payment under this Agreement, constitute or be construed as a waiver by the Grantee of any breach of covenant or default on the part of the Provider which may then exist; and any action, including the making of such payment by the Grantee, while any such breach or default shall exist, shall in no way prejudice or impair any right or remedy available to the Grantee in respect to such breach or default. The remedies available to the Grantee under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy hereunder or under general principles of law or equity.

ITEM 23 - NON-COLLUSION

The Provider warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No State officer or employee, or member of the State General Assembly or of any unity of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

ITEM 24 - INDEPENDENCE OF GRANTEE

In no event shall the Provider or any of its employees, agents, contractors or subcontractors be considered agents or employees of either the Grantee or the State. Furthermore, the Provider agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of the Grantee or the State, and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, employee of the Grantee or State including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 25 - LABOR LAW COMPLIANCE

The Provider agrees to comply with the Labor Law Compliance provisions of the Federal Capital Grant Contract pertaining to the Project, if any, and all applicable State and Federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, and health and safety of employees.

The Provider also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the project to agree to such compliance.

ITEM 26 - EQUAL OPPORTUNITY AND FAIR EMPLOYMENT PRACTICES

In addition to compliance with the Federal Equal Employment Opportunity provisions outlined in 49 CFR 23 and 49 CFR 21 and the applicable federal disability requirements, the Provider shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Human Rights Commission. It is understood that the term "Contractor" as used in this clause shall also mean "Provider".

"EQUAL EMPLOYMENT OPPORTUNITY CLAUSE" required by the Illinois Human Rights Commission's Rules and Regulations as a material term of all public contracts (Section 6.1):

In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the Grantee, the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Provider agrees as follows:

That it will not discriminate against any employee or applicant for employment because of races, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

As of July 1, 1993, the Provider shall have written sexual harassment policies that shall include, at a minimum, the following information:

The illegality of sexual harassment

The definition of sexual harassment;

A description of sexual harassment, utilizing examples;

The Provider's internal complaint process including penalties;

The legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission;

Directions on how to contact the Department and Commission; and

Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

With respect to the two (2) types of subcontracts referred under paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 1.1 of the Illinois Human Rights Commission's rules and regulations for Public Contracts:

Section 1.1 (17): the term "Subcontract" means any agreement, arrangement or understanding, written or otherwise between a contractor and any person (in which the parties do not stand in the relationship of any employer and an employee):

For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance or anyone or more contracts; or,

Under which any portion of the contractor's obligation under anyone or more contracts is performed, undertaken, or assumed.

ITEM 27 - PAYMENT WITHHOLDING, DELAY, TERMINATION AND RECALL

Upon the occurrence of any condition or conditions listed in this ITEM, the parties agree that the Grantee, by written notice to the Provider, may in elect to withhold or delay payment as provided in the approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Provider agrees that upon receipt of such notice of recall the Provider shall immediately return such Agreement payment or payments, or any portion thereof, which the Provider has received pursuant hereto.

The forgoing remedies shall become available to the Grantee if:

There is any misrepresentation of a material nature in the Provider's Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Provider required by the Grantee in connection with the Agreement;

There is pending litigation which, in the opinion of the Grantee, may jeopardize the Grant of this Agreement;

There has been, in connection with the Contract, any violation of State or Federal regulations, ordinances or statutes applicable to the Provider, its officers or employees which, in the opinion of the Grantee, affects this Agreement;

Any contributions provided by the State pursuant to the Agreement are used for an ineligible purpose;

The Provider is unable to substantiate the proper use of Project funds, facilities, and equipment provided pursuant to the Agreement; or

The Provider shall be in default with any of the provisions of this Agreement.

ITEM 28 - SEVERABILITY

The parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

ITEM 29 - PATENT RIGHTS

Any patentable results arising out of this Agreement, as well as all information, design, specifications, know-how data, and findings shall be made available to the United States of America and to the State for public use, unless the Parties shall determine, in a specific case where it is legally permissible, that it is in the public interest that it not be so made available

ITEM 30 - AMENDMENT

This Agreement may be amended at any time by written amendment. The parties agree that no change or modification to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the Amendment is dated, reduced to writing, executed by both parties, and attached to and made part of this Agreement. No work shall be commenced, and no costs or obligations incurred in consequence of any Amendment to this Agreement or any attachments hereto unless and until such Amendment has been executed and made a part of this Agreement and the Approved Project Budget has been amended to confirm thereto.

ITEM 31 - TITLES

The parties agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

ITEM 32 - SCHOOL BUS OPERATIONS

Provider agrees not to engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, provided that this requirement shall not apply to a grantee which operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system (see Section 49.19(13), Civil Admin. Code of Illinois).

ITEM 33 - NON-CONSTRUCTION CONTRACTS

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act), "29 CFR Part 5, the following provisions shall be incorporated in all non-construction contracts of \$2,500 let by the Provider for the Project:

1. *Non-Construction Contracts* - The requirements of the clauses contained in 29 CFR Sec. 5.5(b) are applicable to any contract subject to the Overtime Provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Section 5.1. The Provider's contractor or subcontractor shall maintain basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of IDOT/DPIT, FTA, U.S. DOT, or the Department of

Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The provisions of the Fair Labor Standards Act, as amended, apply to State and local government employees participating in the FTA assisted project with the Provider.

ITEM 34 - SUBSTANCE ABUSE

The Provider agrees to comply with the Illinois (30 ILCS 580/1~~et seq.~~) and U.S. DOT Drug Free Workplace Acts, and U.S. DOT regulations, "Drug Free Workplace Requirements (Grants)", 49 C.F.R. Part 29, Sub-Part F, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit C.

ITEM 35 - PREFERENCE FOR RECYCLED PRODUCTS

The Provider agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various Environmental Protection Agency (EPA) guidelines contained to 40 C.F.R Parts 247-254.

ITEM 36 - DEBARMENT AND SUSPENSION

The Provider agrees to obtain certifications on debarment and suspension from its third party contractors and sub-recipients and otherwise comply with governmental regulations. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal or State department or agency.

ITEM 37 - ENVIRONMENTAL, RESOURCE CONSERVATIONS, AND ENERGY REQUIREMENTS

The Provider recognizes that many Federal and State statutes imposing environmental, resource conservation and energy requirements may apply to the Project. Accordingly, the Provider agrees to adhere to, and impose on its sub-recipients, any such Federal and State requirements, as the government may now or in the future promulgate. The Provider expressly understands that this list does not constitute the Provider's entire obligation to meet Federal requirements.

Environmental Protection - To the extent applicable, the Provider agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 et seq.; Section 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joining FHWA/FTA regulations, "Environmental Impact and Related Procedures", at 23 C.F.R Part 771.

Air Quality - The Provider agrees to comply with applicable requirements of Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act, "40 GFR Part 51, Sub-Part T; and Determining Conformity of Federal Actions to State and Federal Implementation Plans, 40 GFR Part 93. To support the requisite air quality conformity finding for the project, the Provider agrees to implement each air quality mitigation and control measure incorporated in the project. The Provider agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design and scope of the project set forth in the SIP.

EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit fleet buses, thus, the Provider should be aware that the following EPA regulations, among others, may apply to its project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use

Motor Vehicles and New and In-Use Motor Vehicles Engines: Certification and Test Procedures," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

Use of Public Lands - No publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historical site of national, State, or local significance may be used for the project unless specific findings required by 49 U.S.C Section 303 are made by the U.S. DOT.

Historic Preservation - The Provider agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C Section 470 (f).

Mitigation of Adverse Environmental Effects - Should the proposed project cause adverse environmental effects, the Provider agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C app. Section 1610, all other applicable statutes and procedures set forth in 23 C.F.R Part 771 and 49 C.F.R Part 622.

ITEM 38- CHARTER SERVICE OPERATIONS

The provider may not engage in charter service operations except as provided under Section 3(f) of the Federal Transit Act, as amended, 49 U.S.C. app Section 1602(f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 39 - PRIVACY

Should the Provider, or any of its subcontractors, or their employees, administer any system of records on behalf of the Federal Government, the privacy Act of 1974 (The Act), 5 U.S.C., Section 552a, imposes information restrictions on the party managing the system of records.

ITEM 40 - MATCHING FUNDS

It is expressly agreed by the Provider that it will assist in fund-raising efforts to raise matching funds required of the Grantee in the Grantee's "Non-Urbanized Area Transportation Project Agreement for Operating Assistance." entered into with the State of Illinois.

ITEM 41 - FUNDING DELAY

It is expressly agreed between the parties that if any delay occurs in providing Federal or State funding to the Provider, there is absolutely no obligation on the part of the Grantee to fund the Provider's program hereunder. If the "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into by and between the Grantees and the State of Illinois is terminated, then this Agreement is immediately null and void. Further, if there is any delay in funding from the aforesaid Agreement, the Grantee may suspend services contemplated hereunder.

ITEM 42 - MARKETING PLAN

The Provider shall provide a written, annual marketing plan to the Grantee for approval. The Provider shall be responsible for implementation of the approved marketing plan and the Grantee may assist in the marketing efforts.

ITEM 43 – REPORTS

Grantee's Responsibilities:

Reporting – The Grantee's PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee, and ii) annually, a written report to the IDOT/DPIT that is submitted with the Grantee's 4th quarter actual requisition. The Grantee shall provide the IDOT/DPIT copies of the quarterly report at the request of the IDOT/DPIT. The reports shall contain the following information:

- f. A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;
- g. A summary and analysis of the activities monitored pursuant to this item, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's service area or territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;
- h. A summary and analysis of public transportation complaints and if applicable, the satisfaction of any entity receiving service from the Grantee or its operator(s) pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
- i. For the annual report to the IDOT/DPIT, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and
- j. Any additional information requested by the IDOT/DPIT.

Provider's Responsibilities:

Program Monitoring Reports – The Provider will actively monitor the project for compliance in accordance with the terms and conditions of the Agreement, together with appropriate rules and regulations, and/or guidelines that the Grantee or IDOT/DPIT may promulgate or implement. The Grantee must permit any agent authorized by the IDOT/DPIT, upon presentation of credentials, in accordance by all methods available by law, including full access to and to the right to examine any document, papers, and records either in hard copy or electronic, of the Grantee or Subgrantee involving transactions to this Agreement.

Vehicle Reports - At the onset of the Project, the Provider shall provide to the Grantee a report on the conditions of the vehicles to be used for the Project. The Provider shall keep maintenance logs for all of the vehicles and maintain said reports for the life of each vehicle. The Provider shall make the logs available for inspection and review by the Grantee and/or IDOT/DPIT. The Provider shall make recommendations to the Grantee when the Provider deems that a vehicle should be replaced. The Provider may complete a capital grant application, if Grantee gives express permission for the Provider to do so, and all such grant applications must be approved by the Grantee prior to submission.

Ridership Reports - The Provider shall also provide monthly and quarterly ridership reports to the Grantee. Ridership reports shall include the number of one-way passenger trips and other pertinent data.

Allocation Plans and Reports - The Provider shall maintain a time and cost allocation plans for goods, services, personnel which are not used or funded solely for or by Project funds. These plans shall be subject to audit and inspection pursuant to criteria enumerated in ITEM 14 herein.

ITEM 44 – COMPLAINT AND RESOLUTION PROCESS

Grantee's Responsibilities:

Complaint Procedures – The Grantee's PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any;

Provider's Responsibilities:

The Provider shall develop and adhere to a complaint and resolution process in the event of a Grantee or Provider complaint. The Provider will be the recipient of all written complaints or concerns and shall communicate this to the Grantee or Program Compliance Oversight Monitor (PCOM). All complaints must be submitted to the Provider in writing and recorded on the Provider Complaint Procedure Form. The Provider upon receipt of the written complaint will contact the person or organization within three (3) working days to discuss the complaint. Follow-up contact will be made to the person or organization to seek a resolution of the complaint and the plan of action will be documented. The Provider will send a status report of all complaints, follow-ups, and resolutions to the Grantee and/or Program Compliance Monitor on a monthly basis by the fifteenth (15th) of the month to the attention of the Grantees authorized representative PCOM or, Board Chief Elected Official.

ITEM 45 - OFFICE, VEHICLE STORAGE

The Provider agrees to maintain an office and vehicle parking and/or storage for this Project within the County of Shelby, Illinois.

ITEM 46 – ACCESS TO RECORDS

The Provider will make available to federal, state and to the Grantee (and/or their authorized representatives), upon reasonable request, any and all financial and participant records necessary for conducting audits, investigations, and reviews authorized by the Illinois Department of Transportation. The Provider will maintain all financial records, as previously outlined, and make them available for review for a period of time of not less than three (3) years past the end of any fiscal year.

ITEM 47 – FTA –FUNDED PROJECT EQUIPMENT

Pursuant to FTA circular 9040. 1F, Chapter VI-4, this Agreement includes the expressed use by the Provider of FTA-funded project equipment owned by the Grantee. The use of FTA-funded Project equipment will be done in compliance with all applicable federal statutory and regulatory requirements.

ITEM 48 – VEHICLE USAGE AND LEASE AGREEMENT

The Grantee has entered into a Vehicle Lease Agreement with the Provider listed as Exhibit E, and entitled "Vehicle Lease Agreement", which is by this reference specifically incorporated herein to this Agreement. The Vehicle Lease Agreement details the vehicle use, terms, scope of service, limits, conditions, and vehicles leased related to the Agreement.

ITEM 49 – TERMINATION

Either Party may terminate this Agreement by giving the other Party ninety (90) days written notice of its desire to terminate the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement, effective July 1, 2024 and expires June 30, 2025, to be made effective and executed as of the 14th day of March 2024, by their respective duly authorized officials. The duly authorized signatures below shall constitute acknowledgement and approval of both Parties acceptance of the Agreement's terms, conditions, assurances, budget, and exhibits.

Provider's Name and Address

C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION
1805 South Banker Street
Effingham, IL 62401

Grantee's Name and Address

SHELBY COUNTY, ILLINOIS
County Courthouse
301 E. Main Street
Shelbyville, IL 62665

By: _____

KEVIN M. BUSHUR, CHIEF EXECUTIVE OFFICER

By: _____

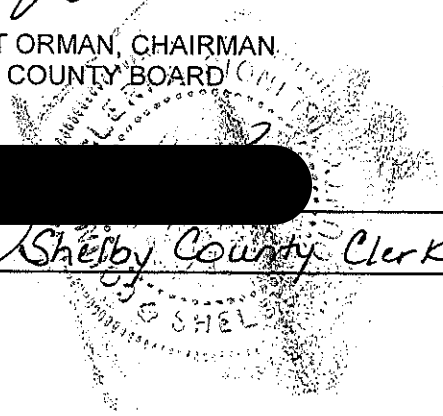
ROBERT ORMAN, CHAIRMAN
SHELBY COUNTY BOARD

Attest: _____

Beth Beck-Marts, Program Director

Attest: _____

Shelby County Clerk



VEHICLE LEASE AGREEMENT BETWEEN

**Shelby County
AND
C.E.F.S Economic Opportunity Corporation**

**EFFECTIVE DATE:
July 1, 2024**

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COPY OF IDOT SECTION 16 GRANT CONTRACT

EXHIBIT "A"

VEHICLE LEASE AGREEMENT

This Agreement is made and entered into by and between Shelby County, a public entity, hereinafter referred to as "Lessor", and C.E.F.S. Economic Opportunity Corporation/Central Illinois Public Transit an Illinois Not-For-Profit Corporation, hereinafter referred to as "Lessee".

Lessor and Lessee, for the considerations set forth below, hereby agree as follows:

SECTION 1 Vehicle(s) Leased

Lessor hereby leases to Lessee, on the terms and conditions herein contained the following motor vehicle(s):

*****SEE ATTACHED INVENTORY

Lessor shall delete the name Shelby County on the leased vehicle(s), and Lessee may, at its cost, add lettering such as C.E.F.S Economic Opportunity Corporation/Central Illinois Public Transit, providing said lettering is applied in a commercially reasonable manner.

SECTION 2 Use and Scope of Service Limits

Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law, or ordinance, or so as to avoid any insurance covering the vehicle(s), or as a public or private livery, or permit any vehicle(s) to become subject to any lien, charge, or encumbrance which may affect Lessor's title to said vehicle(s).

Lessee shall obtain Lessor's prior written consent, which consent shall not be withheld unreasonably for any trip in excess of a 200-mile radius from C.E.F.S. Economic Opportunity Corporation/Central Illinois Public Transit (Shelby County) base of operation.

Lessee shall notify Lessor once the mileage on the vehicle(s) reaches 250,000, whereas Lessor may apply for release of lien from IDOT.

SECTION 3 Term

The term of the lease shall be for 1 year commencing on July 1, 2024 and termination at midnight on June 30, 2025. Subject to the terms of Section 18, the Lessee shall notify Lessor in writing, no later than ninety (90) days prior to the termination date of this agreement, of Lessee's intention to either terminate this Agreement on June 30, 2025 or seek to renew the Agreement.

SECTION 4 Additional Conditions of IDOT

The State of Illinois Department of Transportation, Division of Public Transportation (hereinafter referred to as "IDOT") is lien holder on the vehicle(s) to be leased, previously operated by Lessor pursuant to the abovementioned capital grant agreement listed in Section 1. The Section 1 Program Capital Assistance Grant Contract is specifically incorporated herein, as fully set forth in "Exhibit A", attached hereto and made a part hereof. IDOT acknowledges that the making of this Agreement between Lessor and Lessee does not violate the terms of the Section 16 Grant Contract, nor causes any default or forfeiture thereunder.

Lessee shall use the vehicle(s) for the same purposes as described in the Section 16 Grant Contract entered into by Lessor and IDOT, i.e. for special transportation services designed to meet the needs of elderly persons and/or persons with disabilities in Illinois

Lessee represents and warrants that it will comply with said terms, conditions, and obligations of IDOT, so as not to jeopardize Lessor's relationship with IDOT, nor cause Lessor to be in default of any agreement with IDOT. Any breach of the Section 16 Grant Contract shall be considered a default by Lessee under the terms hereof.

SECTION 5
Lessee's Representations and Warranties

In consideration of Lessor entering into this Agreement, the Lessee hereby represents and warrants:

- (a) Lessee is an Illinois Municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of Illinois, and has the power and authority to carry on its business, as now conducted, to own and operate its property and assets, to execute this Agreement and any other agreements and instruments referred to in this Agreement that it is executing and delivering, and to carry out the transactions contemplated hereby and thereby.
- (b) Neither the execution, delivery or performance of this Agreement or any other agreement or instrument referred to in this Agreement that is executed and delivered by or on behalf of Lessee in conjunction herewith, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the Certificate of Incorporation, Articles of Incorporation, or Bylaws of Lessee or any provision of Law, statute, rule, regulations, or order of any court of governmental authority to which Lessee is subject, or any judgment, decree, franchise, order to permit applicable to Lessee, or conflicts or is inconsistent with, or will result in any breach of or constitute a default under, any contract, commitment, agreement, understanding, arrangement, or instrument, or result in the creation of or imposition of, or the obligation to create or impose, any lien, encumbrance, or liability on any of the property or assets of Lessee, or will increase any such lien, encumbrance, or liability.
- (c) Lessee now has and will continue to have during the term of this Agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state, or local, which authorize or empower the services to be performed hereunder by Lessee.

SECTION 6
Rent and Terms of Payment

Lessee agrees to pay as rent for the vehicle leased herein the sum of One Dollar (\$1.00) per year, per vehicle, paid annually in advance.

SECTION 7
Insurance

Lessee shall, at its sole cost, provide and maintain during the term of this Agreement, a policy or policies of vehicle(s) liability insurance containing the coverage, exceptions, and exclusions, which are ordinarily contained in vehicle(s) liability insurance policies written for the locality where the vehicle is stored. Such policy shall insure Lessor and Lessee, and their respective agent and employees, with respect to liability as a result of the ownership, maintenance, use or operation of vehicle(s) furnished by Lessor to Lessee pursuant to this Agreement. Furthermore, Lessee shall, at its sole cost, provide and maintain during the term of the Agreement, insurance coverage for collision and comprehensive damages as is customary for such vehicle(s), naming Lessor as an additional insured.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall, at minimum afford the following coverages:

<u>Commercial Vehicle Coverage</u>	<u>Umbrella Excess Liability Coverage</u>
Combined single limit: \$2,000,000.00	\$4,000,000.00
Medical Payments: \$5,000.00	

Such insurance shall include destruction and/or loss of use or property as a result of an accident. Lessor shall not be liable for damage to property owned by, rented to, or in charge of Lessee.

All such insurance shall be in a form acceptable to Lessor. Lessee shall cause the insurer to furnish to Lessor a certificate of insurance, and a certificate of any renewal or replacement of insurance, evidencing coverage as outlined herein. The certificate shall provide that the insurance shall not be cancelled or materially modified except upon fifteen (15) days advance notice to Lessor.

Lessee must promptly notify Lessor of any accident or incident that may result in an insurance claim.

SECTION 8
License Plates and Registration

The vehicle subject to this Agreement shall bear the proper license plate. The title to such vehicle is registered in the name of the Lessor, subject to the lien rights of IDOT. The annual registration, license fees, safety inspection costs, etc. shall be paid by Lessee.

SECTION 9
Delivery of Vehicle

Lessor shall use all reasonable diligence to transfer the vehicle(s) leased hereunder to the Lessee on the execution of this Agreement and any supplement thereto but shall not be liable to Lessee for any failure or delay if Lessor shall have exercised reasonable diligence herein.

SECTION 10
Reporting and Audit

(a) Lessee shall be responsible for providing any and all data pertaining to the scope of services as requested upon reasonable notice by Lessor. Data required may include, but not be limited to, vehicle(s) maintenance records and trip logs.

(b) Lessor or its designee may perform, at any time, one or more audits and/or inspection of the records with regard to compliance with the provisions of the Agreement. Lessee agrees to comply with all requests to have equipment available as requested by Lessor for completion of audits.

(c) Lessee agrees to preserve for a period of five years after the termination of this Agreement, any and all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement.

SECTION 11
Maintenance

All service, materials, and repairs in connection with the use and operation of the respective vehicle during the lease term, including but not limited to gasoline, fuel, oil, batteries, repairs, maintenance, tires, tubes, and towing necessary for the proper use and operation of the vehicle(s), are at lessee's expense. Lessee agrees that the oil in the crankcase shall at times be kept at proper level and shall be completely changed and the vehicle lubricated at intervals recommended in the manual provided by the manufacturer of the vehicle(s). Lessee shall take the vehicle(s) to the appropriate factory-authorized dealer for all service and repairs under manufacturer's warranty. Lessor shall not be liable for repairs, nor shall any such repairs be charged to Lessor. Lessee shall maintain and clean said vehicle(s) in a reasonable manner. Lessee shall immediately take reasonable corrective action on any item of repair, maintenance or cleanliness upon receipt of any complaint from Lessor.

Lessee shall prepare and maintain accurate records relating to all vehicle(s) maintenance performed herein and shall provide Lessor with any such information when requested in writing.

SECTION 12
Modification of Vehicle

Upon taking possession of vehicle(s), the Lessee shall add proper lettering to outside of vehicle(s) and mountings for phone and tablets in vehicle(s).

SECTION 13
Acceptance by Lessee

Upon taking possession of vehicle(s), it shall be conclusively presumed to be in neat and proper appearance, good repair, mechanical condition, and running order when accepted by Lessee.

NEITHER LESSOR NOR LESSEE IS THE MANUFACTURER OF THE VEHICLE(S) SUBJECT TO THIS AGREEMENT, NOR THE MANUFACTURER'S AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE VEHICLE(S) SUBJECT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK, OR LICENSE.

This Agreement shall not operate to release or waive any rights of Lessor or Lessee against any person not a party hereto, including the manufacturer of the vehicle(s) subject to this Agreement.

Lessor shall assign or otherwise make available, as legally permitted, any manufacturer's warranties covering the vehicle(s) subject to this Agreement.

SECTION 14
Risk of Loss

Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of respective vehicle shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s). The Lessee shall at all times, and at Lessee's expense, keep the vehicle in good working order, condition, and repair, reasonable wear and tear excepted.

SECTION 15
Indemnity

Lessee agrees to save Lessor and the State of Illinois, including IDOT, harmless from any and all claims, losses, causes of action, and expenses, for whatever reason, including legal expenses and reasonable attorney's fees, arising from the use, maintenance, and operation of the vehicle(s) leased under the Agreement or the provision of services hereunder.

SECTION 16
Additional Charges

Lessee agrees to pay any and all storage charges, parking charges, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees. Lessee will pay any fees (including vehicle registration and inspection fees) or taxes which may be imposed with respect to such vehicle(s) by any duly constituted governmental authority as the result of lessee's use or intended use of the vehicle(s).

SECTION 17
Reports of Accidents

If the vehicle(s) furnished by Lessor to lessee under this Agreement is involved in any accident, Lessee shall cause its agent and employees to notify Lessor of such accident immediately by telephone. Thereafter, as soon as practicable, Lessee shall report to Lessor in writing giving all information relative to the accident, including by not limited to the date, time, place, and circumstances of the accident, the names and addresses of persons injured, the owners of the property damaged, and names and addresses of witnesses. Lessee, its agents and employees, shall cooperate fully with Lessor and the insurer in the investigation and defense of any claim or suit, and shall do nothing to impair or invalidate any applicable coverage.

Lessee shall promptly deliver to Lessor, or to such other person or company as Lessor shall have designated in writing, any and all papers, notices, summonses, process and documents whatsoever served upon or delivered to Lessee or

Lessee's agents or employees in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against Lessee and/or Lessor arising out of the ownership, maintenance, use or operation of any such vehicle(s).

SECTION 18
Drivers of Vehicle

The leased vehicle(s) under this Agreement shall be operated only by safe, careful, and legally qualified drivers having a proper license. Such drivers shall be selected, employed, controlled, and paid by Lessee. Lessee shall cause the vehicle(s) to be used and operated with reasonable care and precaution to prevent loss and damage to said vehicle(s) because of negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property.

Lessee's drivers shall comply with all applicable state and federal regulations governing transportation services.

SECTION 19
Termination

At least ninety (90) days prior to the expiration of the term set forth in Section 3, the parties shall either (i) agree in writing to extend the Agreement upon such terms and conditions as may be mutually agreeable, or (ii) if an extension of the Agreement is not completed, then one party may provide written notice to the other party that the Agreement shall terminate at the expiration of the term set forth in Section 3. This Agreement shall terminate in any event upon default as provided in Section 23.

SECTION 20
Surrender of Vehicle

Upon termination, at the sole option of Lessor, Lessee shall surrender the respective vehicle(s) leased hereunder, in the same condition as when received, less reasonable wear and tear, free from collision or upset damage, to the Lessor at the address listed in Section 26, or at any other location mutually agreed on by the parties to the Agreement.

SECTION 21
Warranties

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE LESSOR TO THE LESSEE AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE LEASED VEHICLE(S), OR BY THE FAILURE OF THE VEHICLE(S), OR INTERRUPTION OF SERVICE OR USE OF THE LEASED VEHICLE(S).

SECTION 22
Compliance with Laws

The vehicle(s) leased under this Agreement will not, while in the possession, custody, or control of Lessee, be operated in excess of its rated maximum weights or capacity. If the vehicle(s) is damaged in any manner due to overloading, Lessee shall immediately pay to Lessor the amount of any and all damages and losses it may sustain thereby.

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicle(s). Lessee will hold Lessor harmless from any and/or all fines, forfeitures, penalties for traffic violations or for the violation of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

Lessee shall not use nor allow any vehicle(s) to be used for any unlawful purpose or for the transportation of any property or material deemed extra hazardous by reason of being explosive, inflammable, or fissionable.

SECTION 23

Assignment

Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement, or the Agreement itself, or the subject vehicle(s), without the prior written consent of Lessor. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and any other amounts payable by Lessee to Lessor, or to become payable. This Agreement and the rights and interests of Lessee under this Agreement are subordinate to any security agreement executed by Lessor and any such assignee, covering the vehicle(s) leased hereunder.

SECTION 24

Default

Time is of the essence of this Agreement. Lessor, at its option, may declare this Agreement in default on the happening of any of the following:

- a. Default by Lessee in payment or performance of any of its obligations under this Agreement.
- b. Voluntary assignment of Lessee's interests herein.
- c. Involuntary transfer of Lessee's interest herein, whether or not by operation of law, bankruptcy, or any assignment of Lessee's property for the benefit of creditors, or if a receiver or trustee is appointed for Lessee's property or business.
- d. Expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this Agreement.

Lessor shall provide Lessee with written notice of default. Lessee shall have ten (10) days from the date Lessor's notice is given as required by Section 26 of this Agreement to cure the default. If upon the expiration of said ten (10) days time fame Lessee has not cured the default, then Lessor may seek to enforce any rights and or remedies it may have against Lessee hereunder.

On declaration by Lessor that the Agreement is in default, and after expiration of the cure period set forth above, the vehicle(s) subject to this Agreement shall be surrendered and delivered to Lessor, and Lessor may take possession of the vehicle(s) wherever it may be found, and for that purpose may enter on the premises of Lessee provided there is no breach of peace. If allowed by applicable law or upon abandonment of the vehicle by Lessee, the Lessor's right to take possession of the vehicle(s) may be without process of law. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicle subject to this Agreement, or the possession or use of such vehicle(s), and Lessor shall retrain all rents and other sums paid by Lessee under this Agreement with respect to said vehicle(s). The rights and remedies of Lessor under this Agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law. Lessor shall be entitled to collect from Lessee the costs and expenses, including reasonable attorney's fees, in connection with any matters concerning the default of Lessee and the repossession of the vehicle(s).

SECTION 25

Waiver

Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Agreement shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

SECTION 26

Lease Only

This agreement is one of leasing only and Lessee shall not acquire hereby any right, title, or interest to vehicle leased hereunder other than that of Lessee. Lessee acknowledges that Lessor owns (subject to IDOT lien) the vehicle(s) subject to the Agreement. Nothing herein shall affect Lessor's absolute ownership of any title to said vehicle(s).

SECTION 27

Notices

Notices provided for under this Agreement shall be deemed given when mailed certified mail to the addresses of the Lessor and Lessee, as set forth below:

IF TO LESSOR: Shelby County
301 East Main Street
Shelbyville, IL 62565

IF TO LESSEE: C.E.F.S. Economic Opportunity Corporation
1805 S. Banker Street
Effingham, IL 62401

SECTION 28

Right to Repossess

Upon failure of Lessee to return or deliver the vehicle(s) subject to the terms hereof as directed by Lessor, or if Lessee fails to use, repair, or maintain the vehicle(s) as required herein, Lessee shall permit Lessor, without demand, legal process, or a breach of the peace, to enter any premises where the vehicle is or may be located to take possession of and remove the vehicle(s). Lessee shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Lessor. Lessee shall reimburse Lessor for any and all costs including reasonable attorneys' fees, incurred by Lessor in connection with actions taken by Lessor pursuant to this section.

SECTION 29

Inspection of Vehicle

Lessor shall have the right to inspect the respective vehicle(s) during reasonable business hours or cause the vehicle(s) to be inspected any time, with or without prior notice to Lessee. Lessor shall also have the right to demand from time to time a written statement from Lessee setting forth the condition of the vehicle or any parts thereof. Lessee shall furnish such a statement to Lessor within ten (10) days after receipt of Lessor's demand therefore. Should Lessor or its designee determine, in its sole discretion that the vehicle(s) has not been maintained in accordance with this Agreement, Lessor or its designee shall report all deficiencies to Lessee in writing. Except for safety related deficiencies, which all be corrected as soon as reasonably possible and prior to placing the vehicle(s) in service, Lessee shall have thirty (30) days to correct the reported deficiencies.

SECTION 30

Return of Vehicle

Immediately following termination of this Agreement, whether by completion of the term or any reason, Lessee shall surrender and deliver to Lessor the vehicle(s) and related records, unless the right is waived at Lessor's sole discretion.

SECTION 31
Succession

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

SECTION 32
Amendment

This agreement may not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the parties.

SECTION 33
Liability for Contents

Lessor shall not be liable for loss of or damage to any property left, stored, loaded, or transported in or upon the vehicle(s) furnished by Lessor to Lessee pursuant to this Agreement, whether or not due to the negligence of Lessor, its agents or employees.

Lessee shall hold Lessor, its agents and employees, harmless from and indemnify them from and against all claims based on or arising out of such loss or damage.

No right of Lessor under this section may be waived except by agreement in writing signed by an executive officer of Lessor.

SECTION 34
Attorneys Fees

Except as provided for in Section 23, concerning default of Lessee, the prevailing party shall be entitled to reimbursement from the losing party for costs and expenses including reasonable attorney's fees incurred in enforcing the terms and provision of this Agreement and in the defending and proceeding to which Lessor or Lessee is made a party to any legal proceedings as a result of acts or omissions of the other party.

SECTION 35
Governing Law

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between Lessor and Lessee.

IN WITNESS, THEREOF, the parties have executed this Agreement as of the day and year first-above written.

LESSOR:

LESSEE:

By: _____

By: _____

Robert Orman, Board Chair, Shelby County

Kevin Bushur, CEO, C.E.F.S. EOC

ATTEST: _____

ATTEST: _____

SHELBY BOARD REPORT

FEBRUARY 8, 2024

FY25 Shelby Grant amounts: 5311 (Federal) \$45,953

DOAP (State) \$1,697,700 max drawdown

FY23 SHELBY STATS & TOTAL GRANT STATS:

Units	14,044	Shelby Co.	65,635	Service Area
Unduplicated Riders	188	Shelby Co.	1,003	Service Area
Denied Rides	65 (0.46)	Shelby Co.	288 (0.44)	Service Area
Average Rides per Day	54	Shelby Co.	43.25	Service Area
Trip Purpose:				
Business	261	1,714	Education	4,529 15,697
Employment	5,280	29,849	Nutrition	77 946
Shopping	905	3,486	Social	442 1,670
Medical	2,191	10,527	Other	359 1,746

Medical Transportation Coordinator – a new position created last year in a partnership with the Effingham County Health Department and the ARISE Grant. This position serves as a specialized dispatcher that can assist riders with coordinating their medical appointments with transportation availability and assist with Medicaid approvals and billing issues.

Medical transports first year of position = 2,103 Shelby Co. Area 11,107

Medical transports prior year = 1,761 Shelby Co. Area 8,628
2,123

Position resulted in 19.4% increase in medical transport units for Shelby County and a 28.7% increase over service area.

Recently became a provider for MTM, a Medicaid Managed Care Organization. This addition, along with our previous Medicaid and Modivcare contracts, will be used to keep this position funded.

FILED
MAR 12 2024

Engineer Report:


SHELBY COUNTY CLERK

- Resolutions for County Board Approval
 - Resolution to award low bid for pugmill to Howell Paving with a bid of \$99,000 (To be paid with FASM funds)
 - Resolution to amend Ordinance of Shelby County to include Road use agreement
 - Resolution to approve use of FASM (Federal Aid State Match) in the amount of \$20,000 to pay for preliminary and construction engineering for County Highway 3 reconstruction
 - Resolution to approve use of \$150,000 in ARPA funds for purchase of road grader
 - Resolution to approve County Engineer Michael Tappendorf for Certificate of Authority to bind the County in an agreement to purchase road salt for FY 2025-2026
 - 50/50 petition to construct drainage improvements in Ash Grove Township at the SE quadrant of Section 34 (Intersection of 3405E/1500N); total cost is \$15,255.
 - 50/50 petition to construct drainage improvements in Pickaway Twp at the SE quadrant of Section 35 (N of 1645E/2175N intersection); total cost is \$13,000
 - 50/50 petition to construct intersection drainage improvements in Todds Point Twp at intersection of 2050E and 2300 N, total cost is \$19,968.25
 - 50/50 petition to construct drainage improvements in Prairie Township on 2700 E Rd, North of 100 N Rd (replacement with 10' diameter steel tank car), total cost is \$26,685.47
 - 50/50 petition to construct drainage improvements in Prairie Twp on 300 N Rd, 2 miles W of Stewardson (replace with 10' diameter steel tank car), total cost is \$26,731.47
 - Total estimated cost for 50/50s from County Bridge is \$50,820. This is 14% of annual County Bridge Budgetted amount for the year (\$365,000). We will be using \$30k for guardrail reconstruction, likely \$20k for Oconee bridges, \$7k spent on Shelbyville twp 5050. Leaving \$257k +/- remaining.
- Items for future Discussion to County Board (more to come throughout the month)
 - County Highway 3 – No Passing Zone at school zone
 - Big Spring Township 5050.
 - Acceptance of Bids for Oconee Bridge
 - Acceptance of Bids for Guardrail Reconstruction.
- Brag on Highway Department Team/Items Done since last meeting
 - Maintenance
 - Painting of Doors
 - Build Wall in Cold Storage
 - Purchase and Use of Ditching Buckets
 - Additional Fabrication on Trucks
 - Major Maintenance on equipment (Backho fix, bucket truck, welder, lo-boy etc)
 - Assist Prairie TWP
 - Rock Hauling
 - 50/50 on Shelbyville TWP
 - Front Office Team
 - Multiple 50/50 estimates
 - Bid Letting of 2 bridges
 - Acceptance Letters for Hauling, Aggregate and Oil Finalized
 - Bid Letting of PugMill
 - ROW Clearing Bids

- Trainings (CMMS, Documentation, OMA, FOIA)
 - Scanning/Digitizing/Organization
 - Bridge Inspections
- Personnel – Looking to hire an additional Maintenance member.
- Projects
 - Union Pacific Railroad Crossings – Agenda Item.
 - Meeting occurred. There are multiple crossing to contend with. Estimates are being worked on.
 - Todds point crossing petition submitted to ICC.
 - County Highway 3
 - Design is underway. Programming will be announced from IDOT soon.
 - Update has been posted online. Call Department for more information.
 - Prairie Bridge
 - Bridge in Herborn.
 - Estimated start in May of 2024. Still on schedule for this.
 - Oconee Township Bridges – 2 Separate Projects
 - Section 19-11120-00-BR, Federal Bridge project.
 - Project was Let Friday March 8th. The project came in under the engineer's estimate at a low bid of \$498,888. IDOT is moving forward with awarding the project.
 - Section 21-11120-00-BR, Rebuild IL Bridge Project.
 - Bid Letting Scheduled April 2nd 9am here at SCHED. This has been sent to multiple Contractors and has seen interest.
 - Guardrail Bid Letting
 - A bid letting is scheduled for April 2nd 9:10 am here at SCHED for guardrail to be replaced in various locations around the County. This has been sent to multiple installers and has seen interest.
 - With a majority of bridge inspections completed. We have seen multiple bridges that are in need of replacement. We will be compiling a list of these to start the process of design.
 - Multiple 5050s scheduled.
- Other
 - Possible Funding Coming for Damage from Ameren to CH 25 (White School House Road)
 - Ameren's liaison has informally offered us a sum of money for damages to White School House Road.
 - Highway Department Trainings
 - Safety in Excavation, Confined Space Entry, OSHA 10 hour, Sexual Harassment and many more. Documentation of Contract Quantities. Bridge Class (Non Redundant Steel Tension Member Class)
 - Michael Trainings
 - Michael and Cameron (Non Redundant Steel Tension Member Class)
 - Equipment Wish List from Labor Force.
 - I have reached out to Althorfer-CAT (Urbana), Birkey's – Case (Mattoon), Martin – John Deere (Tolono). All are interested in giving quotes

- \$150,000 Used medium Hour Grader Approved ARPA amount.
 - Mccoy Deere – Pickup in Mt Vernon (1 hour south). \$150k. 2015 John Deere 772G. 5,400 hours. Ripper, Setup for Snow Plow, Front Wheel assist.
 - Martin Equipment – in Columbia Mo, May be able to pickup in Tolono, IL (Not verified). \$139,900. 2017 John Deer 670G, Not front wheel assist, needs ripper, setup for plow.
 - Altorfer Cat – Champaign IL. CAT 140M High Hours (7,400) Highest price, not front wheel assist, has snow blade, Need Setup for Plow, No ripper, Not desired controls.
- Expectations – Please be forthcoming if anything is not meeting expectations.

RESOLUTION NO.

2024-15

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract to Howell Paving for the supplying and installation of proposed bituminous materials and pugmill to the County. Section 24-00000-00-CM, Shelby County based on their bid of \$99,000 submitted at a letting held March 11, 2024. See attached bid tabulation for low bidders.

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 March 14, 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 14th day of March A.D. 2024.


COUNTY CLERK



RESOLUTION NO.

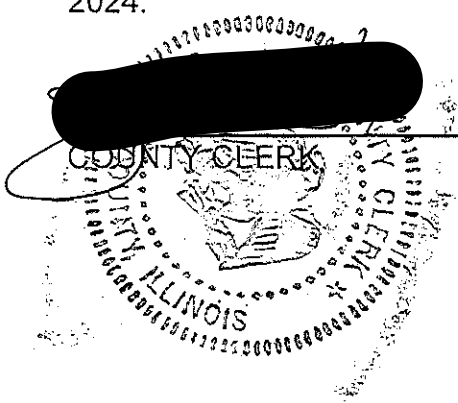
2024-16

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs to amend the ordinance to allow the road usage agreement as written.

**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 March 14, 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 14th day of March A.D. 2024.



XXXX SOLAR, LLC -
SHELBY COUNTY & XXXX ROAD DISTRICT
ROAD USE AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made and entered into as of _____, 202X by and among Shelby County Highway Department and XXXX Road District, both in Shelby County, Illinois (collectively the “**County**”) and XXXXX Solar, LLC, a XXXX Limited Liability Company (“**Developer**”). The County and Developer may each be referred to herein as a “**Party**” and together, as the “**Parties.**”

WITNESSETH:

WHEREAS, Developer is in the process of obtaining permits for the construction of a new solar farm (the “**Project**”) and, in connection therewith, has requested the County for access over and across certain roads located in the County; and

WHEREAS, the County is authorized pursuant to the Illinois Highway Code, 605 ILCS 5/5-101 et seq and 605 ILCS 5/6-101 et seq. (the “**Highway Code**”), to construct, administer, operate and maintain highways in Shelby County, Illinois, acting by and through the Highway Commissioner and the County Engineer (the “**County Engineer**”); and

WHEREAS, Section 9-113 of the Highway Code grants to the County the authority to impose reasonable rules, regulations and specifications for the use of County roads by public and private utilities; and

WHEREAS, Section 9-113.01 of the Highway Code imposes responsibility on public or private utilities for repairs due to damage to County roads; and

WHEREAS, in connection with the Project, the Parties desire to address certain issues related to the roads owned, operated and maintained by the County designated in Exhibit A attached hereto and made a part hereof (the “**County Roads**”) over which it will be necessary for Developer and its respective agents, contractors, subcontractors, material suppliers, vendors, employees, and designees (collectively the “**Developer Group**”) to, among other things, (i) transport heavy equipment and materials over the County Roads, which may in certain cases be in excess of the load or weight limits of the County Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Roads and (iii) only to the extent necessary, make certain modifications and improvements to the County Roads to permit such equipment and materials to pass; and

WHEREAS, Developer:

(i) has provided to the County Engineer a preliminary site layout plan requesting access to the County Roads, a copy of which is attached hereto as Exhibit “A” (the “**Highway Route Map**”); and

(ii) has provided to the County Engineer the locations of the proposed Project site access road entrances, which are listed in Exhibit "B" (the "**Highway Access Points**"); and

WHEREAS, the County and Developer wish to set forth their understanding and agreement as to Developer Group's use of the County Roads in connection with the Project.

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

Section 1. County Approvals. Subject to the terms and conditions herein, the County hereby agrees that the Developer Group may use the County Roads in accordance with the Highway Route Map and Highway Access Points in connection with the Project.

Section 2. Developer Undertakings. Developer hereby agrees, and shall cause the Developer Group to agree, to undertake the following in connection with the Developer Group's use of the County Roads:

(a) Developer shall comply in all material respects with the rules and regulations associated with the driveway access permits. Whenever work is being performed that blocks any part of a County Road, flaggers shall be present to control traffic. Any temporary entrances must be approved in advance and shall be removed from the right of way when not in use.

(b) Prior to the start of the Project, Developer shall verify all highway access points listed in Exhibit "B". During the actual construction of the Project, previously identified access point locations may be modified, subject to coordination with and approval of the County Engineer.

(c) Prior to the start of the Project, Developer and the Developer Group shall participate in a preconstruction meeting with the County to review project requirements. This meeting shall likely coincide with a preconstruction meeting for the associated Site Development Permit and the associated Building Permit.

(d) While the Project is under construction, Developer shall provide weekly updates via email to the County Engineer with details of the previous week's work and the following week's scheduled work. The weekly updates should include progress updates, work methods, and damages to County Roads if any.

(e) Project traffic shall be scheduled in a way to reasonably minimize the adverse impact on the motoring public. In the event of traffic conflicts, priority shall be given to emergency response vehicles, rural mail delivery, transportation of children to and from school, and the transportation of agricultural commodities and implements of husbandry.

(f) Except as otherwise provided for in this Agreement, Developer shall notify the Developer Group transporting oversize and overweight loads or other material deliveries to use the County Roads only.

(g) Prior to construction, the developer shall video the roadway with a high resolution camera, and supply that to the County prior to any traffic being allowed. This shall establish the baseline for the road prior to construction.

(h) If any of the County Roads show signs of rutting, rolling, breaking or pumping while construction of the Project is ongoing due to the transporting of oversize or overweight loads or other material deliveries by the Developer Group, Developer, at the request of the County Engineer, shall cause necessary repairs to be implemented to ensure safe passage of the motoring public within a reasonable time, unless immediate hazards exist, in which case Developer shall take immediate action to make such repairs. If Developer fails to act, the County Engineer may take remedial action and may close the road to traffic and close all County Roads to all Project traffic until the road is made safe.

(i) Developer shall, upon request, provide copies to the County Engineer of any delivery ticket bound for or delivered to the Project site in connection with the Repair Work (as hereinafter defined) so that the County Engineer may monitor the actual weights of construction vehicles which do not require permits for overweight loads. Copies of the delivery tickets shall be in the cab of the delivery vehicle during the transport.

(j) Developer shall comply with applicable time limits with respect to any requested closures of County Roads. Developer shall provide reasonable notice to the County Emergency Services and Disaster Agency, local law enforcement agencies, affected rural mail providers, affected school districts and fire protection and ambulance service providers of road closings prior to closing any roads, portion of roads or intersections. In the event this provision is violated by Developer or the Developer Group, the County Engineer may impose a fine of \$300.00 for each one-hour increment that the approved road closure period is exceeded. All road closures require at least 24-hour notice to the County Engineer prior to closing the road if different than the schedule set during the weekly meetings.

(k) In the event that Developer or the Developer Group moves a traffic control device to accommodate its construction traffic, such sign shall be promptly replaced by Developer in accordance with the Manual on Uniform Traffic Control Devices (the Illinois Supplement and any updates thereto) issued by IDOT at its expense.

(l) Road and lane closures shall be marked and signed in accordance with the Manual on Uniform Traffic Control Devices (Illinois Supplement and any updates thereto) issued by IDOT and any other applicable requirements set forth in State statute or regulation or County ordinance, including the standards in Exhibit "C" (Traffic Control Standards).

(m) In accordance with permits issued by State authorities and as otherwise required by the Illinois Vehicle Code (and regulations promulgated thereunder), oversize/overweight vehicles shall display slow moving vehicle emblems and provide escort vehicles and related signage and lighting, to the end of protecting public safety and property.

(n) At all times during the Project and Repair Work (as defined in Section 4(a)) performed on County Roads, Developer and the Developer Group shall ensure that County Roads being utilized by the Developer Group are free and clear of mud, dirt, debris, garbage, obstructions or hazards caused by the Developer Group. Upon request of the County Engineer, Developer shall clear any mud, dirt, debris, garbage, obstructions or hazards from the County Roads' rights-of-way arising from any of the Developer Group's transportation for the Project within a reasonable time after the County's request.

(o) If the Project or the Repair Work is suspended for an extended period (Not to exceed 180 days), due to seasonal conditions or other causes, Developer, at Developer's expense, shall take such measures as installing barriers, posting signs and providing interim protections as may be reasonably required to render County Roads reasonably safe for vehicular traffic during the period such work is suspended.

(p) The County Engineer and/or his designee shall have reasonably unfettered access to the County Roads to inspect the roads, culverts and adjacent ditches.

(q) The Developer Group shall submit oversize and overweight vehicle permit applications to the County and/or the County Engineer as required.

(r) Developer, or their respective successors and/or assigns as appropriate, shall hold harmless, indemnify, defend, pay costs of defense (including reasonable and actual attorneys' fees), and pay any and all claims or judgments which may hereafter accrue against the County and/or the County Board, County Engineer, XXXXX Road District, and/or (notwithstanding that such individuals are not specifically named herein) their agents, servants, employees and attorneys, arising out of any of the use of the County Roads by the Developer Group, or and their respective successors and/or assigns as appropriate, in connection with the Project and Repair Work of the County Roads and all roadway appurtenances.

(s) With regard to the Repair Work performed on County Roads in connection with the Project, the entity within the Developer Group that will be performing such Repair Work shall be pre-qualified by IDOT to perform the work such parties are hired to perform. Upon request, Developer shall provide to the County Engineer documents establishing that a contractor or subcontractor has been pre-qualified by IDOT.

(t) Developer shall provide written notice to the County Engineer identifying the name, address and both regular and emergency contact information of Developer's on-site representative for communication purposes regarding this Agreement and the Project. Developer's on-site representative may be changed and any such change and change in contact information shall be communicated to the County Engineer in writing.

(u) The entrance approved in Exhibit "B" shall be of sufficient space to allow trucks to make a 3-point turn without encroaching on the County Roads' shoulders. Trucks shall not turn around in existing field entrances, private entrances, commercial entrances, or intersections.

Section 3. Pre-Project Roadway Condition Survey. A Pre-Project Roadway Condition Survey shall be undertaken prior to commencement of the Project in Shelby County and provided to the County showing the condition of the County Roads specified in the Highway Route Map. The County will inspect the bridges (NBIS structures) covered by the Bridge Bond if applicable. The County will acknowledge receipt of the survey and review its findings.

Section 4. Developer's Payment and Obligation to Repair County Roads.

(a) Except to the extent any repair work is being undertaken by the County pursuant to Section 4(d) below, Developer, or their respective successors and/or assigns as appropriate, hereby agrees that upon written notice from the County Engineer at any time during or within a reasonable time after the Project, it shall, at its expense, repair, compensate, or cause to be repaired, any damage to the County Roads caused by oversize or overweight vehicles or other material deliveries in direct connection with the Project (the "**Repair Work**") whether such damage is caused by Developer or the Developer Group, or their respective successors and/or assigns as appropriate. "**Damage**" shall include damage to the road surface, subsurface, culverts, bridges, guardrail, drainage tiles, drainage facilities, signs and adjacent ditches. All Repair Work shall be constructed in a good and workmanlike manner and in accordance with the current Bureau of Local Roads and Streets Manual issued by IDOT and the current "Standard Specifications for Road and Bridge Construction" issued by IDOT.

(b) The Parties acknowledge there are farm drainage tiles located under the County Roads. In the event these drainage tiles are damaged by Developer Group, Developer shall repair said tiles to the reasonable satisfaction of the County Engineer.

(c) All Repair Work other than emergency Repair Work shall be completed or monies allocated to the County Highway Department for damages within 60 days of completion of the Project, unless additional time is agreed to by the County Engineer. The limits and type of Repair Work shall be at the discretion of the County with review by Developer. If the County and Developer cannot agree on the scope and type of Repair Work, the County Engineer and Developer shall jointly select an independent highway engineering firm to determine the scope and type of Repair Work (the "**Independent Engineer**"). The determination of the Independent Engineer shall be binding upon the Parties hereto. The cost of the Independent Engineer shall be split equally between Developer and the County. Once the scope and type of Repair Work has been determined, Developer shall complete such Repair Work by thirty days after the determination. Repair Work on aggregate roads will include materials furnished by Developer to the County Roads and labor and equipment to grade the aggregate furnished by the County. All such actions undertaken by Developer shall be subject to the supervision and approval of the County Engineer. All materials shall be IDOT approved.

(d) Developer shall provide written notice to the County Engineer when Developer has completed the Repair Work (the "**Completion Notice**"). Unless there is an agreement between developer and County for monies paid for damages. Attached to the Completion Notice shall be proof of payment to contractors, subcontractors and material suppliers and lien waivers executed by all contractors, subcontractors and material suppliers who have performed the Repair Work. Developer shall provide a Post-Project Roadway Condition Survey in a similar format to the Pre-

Project Roadway Condition Survey with the Completion Notice. The Post-Project Roadway Condition Survey shall show the condition of the County Roads specified in the Highway Route Map following completion of construction, or, if required, completion of the Repair Work. The County will inspect the bridges (NBIS structures) covered by the Bridge Bond if applicable. The Completion Notice and lien waivers and a duplicate set shall be delivered by personal service upon the County Engineer or by certified mail, return receipt requested.

(e) Upon receipt of the Completion Notice and lien waivers by the County Engineer, the County Engineer shall have thirty (30) days to inspect the Repair Work and provide written notice to Developer of rejections of the Repair Work and in whole or in part (the “**Rejection Notice**”). The Rejection Notice, if any, shall be delivered by certified mail, return receipt requested to the address for Developer provided hereinafter in Section 10(g).

i. If no Rejection Notice is tendered by the County Engineer, then the Bond (as hereinafter defined) shall be released.

ii. If a Rejection Notice is tendered by the County Engineer, then:

(a) Developer shall make repairs as identified in the Rejection Notice. Upon completion of such additional repair work, Developer shall serve the County Engineer with a supplemental Completion Notice and the notice procedures set forth herein shall apply; or

(b) Within ten (10) days of receipt of the Rejection Notice, Developer may provide written demand to the County Engineer requesting that the County Engineer and Developer select an independent engineering firm to inspect the Repair Work and determine if additional repairs as demanded by the County Engineer in a Rejection Notice are reasonably required. The parties shall select an Independent Engineer within twenty-one (21) days of Developer’s written demand. The independent engineering firm shall complete its inspection within thirty (30) days and issue its written report. The determination of said Independent Engineer shall be binding upon the parties hereto. The cost of the Independent Engineer for such inspection and report shall be divided evenly between the Parties.

iii. The “Date of Final Acceptance” of all road repairs shall be the latter of the following:

(a) The date of the delivery of the Completion Notice to the County Engineer if no Rejection Notice is given by the County Engineer to Developer; or

(b) If a Rejection Notice is given by the County Engineer to Developer, then either:

(1) the date the identified repairs are completed to the reasonable satisfaction of the County Engineer; or

(2) the date of the written report by the independent engineering firm showing no further repairs are necessary or reasonably required.

Section 5. County Undertakings. In consideration for the obligations of Developer under this Agreement, the County agrees as follows:

(a) Upon execution of this Agreement by all parties, the County shall permit the Developer Group to use the County Roads. The County may limit times and days the County Roads are open for use during the "Spring Postings" period. Oversize and overweight loads will be issued a written permit for each trip as permit requests are received by the County. Permits will be delivered to the applicant and to Developer at the address provided hereinafter in Section 10(g). In the event the Road Bond and the Bridge Bond are not received within seven days of the execution of this Agreement, the Agreement is suspended until the Road Bond and the Bridge Bond are received by the County Engineer.

(b) The County will coordinate and cooperate with Developer and the Developer Group to minimize the impact of their use of the roads on normal local traffic.

Section 6. Insurance. Developer shall furnish the County with evidence of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) (United States Currency) per occurrence covering Developer's use of the County Roads as contemplated by this Agreement. Developer shall provide a certificate of insurance to the County Clerk and County Engineer before the Developer Group uses the County Roads for the Project. The insurance policy shall provide for a thirty (30) day "prior notice of termination" provision in favor of the County. Should Developer allow such liability insurance to terminate prior to the completion of the construction and road Repair Work contemplated by this Agreement, the County shall have recourse against the Road Bond and the Bridge Bond for funds sufficient to cause the liability insurance to be reinstated until the completion of the road Repair Work. The County, the County Board, the County Engineer, and XXXX Road District shall be named as additional insureds on the policy.

Section 7. Bond.

(a) Not less than one (1) day prior to the date any of the Developer Group will commence using any of the County Roads, Developer shall provide to the County Engineer a performance bond in the amount of \$50,000 to protect the County as provided in Section 4 (the "**Road Bond**") for the County Roads and a performance bond in the amount of \$ N/A to protect the County as provided in Section 4 (the "**Bridge Bond**") for the bridges within the County Roads. The Road Bond and the Bridge Bond are collectively referred to as the "**Bonds**".

(b) On the Date of Final Acceptance, Developer shall have no further obligation to maintain the Bonds and the Bonds shall be released and returned to Developer within 30 days.

Section 8. Future Work by Developer. This Agreement is limited to the Project as described in the recitals to this Agreement and as depicted in Exhibit A.

Section 9. Approval of Conditional Use Permits by the County. The obligations of the parties hereto are subject to and conditioned upon approval of the Conditional Use Permits for the Project by the County. In the event that the County fails to approve all of the Conditional Use Permits applied for by Developer, this Agreement shall be, except as otherwise provided for herein, null, void and without legal effect.

Section 10. Miscellaneous.

(a) Incorporation of Recitals. The Recitals set forth above are hereby incorporated herein and made a part of this Agreement.

(b) Remedies and Enforcement. Each of the parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default is not cured for a period of ten (10) days after written notice to the defaulting party of such default or to the extent such default cannot be cured within 10 days and the party fails to commence cure within 10 days, the party seeking to enforce said provisions shall have the right of specific performance. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity.

(c) Due Authorization. Developer hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Developer. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

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

(e) Entire Agreement. This Agreement contains the entire understanding of the parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the parties.

(f) Amendments. No waiver of a party's rights hereunder shall be binding unless it shall be in writing and signed by the party against whom enforcement is sought. Any amendment or modification to this Agreement shall be in writing and executed by each party hereto.

(g) Notices. All notices shall be in writing. Any notice shall be deemed to be delivered (i) on the date of personal service; (ii) five (5) days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) on the next business day if sent by overnight delivery service (e.g. Federal Express) to the parties hereto at their respective addresses set forth below. Notice may be sent via email to an email address; provided, however, notice via email

shall be followed by notice delivered by personal service or via registered or certified mail, return receipt requested, postage prepaid or by overnight delivery.

Notices shall be addressed as follows:

If to Developer:

XXX Solar
Attn:XXXX
ADDRESS
XXXX
Telephone: XXXX
Email: email@email.com

If to the County:

Michael A. Tappendorf, P.E.
Shelby County Engineer
1590 State Highway 16
Shelbyville, IL 62565
Telephone: 217-774-2721
Email: shelbycohwy@shelbycounty-il.gov

or to such other party or address as any party hereto may from time to time designate in a written notice to the other parties.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually signed counterpart to this Agreement.

(i) Commencement of Project. This Agreement shall be void if the Project is not commenced within one year of the date of this Agreement.

(j) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois (the state in which this Agreement is deemed to have been executed and delivered), irrespective of any conflict of laws provisions.

(k) Forum Selection. The parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Circuit Court for the Sixteenth Judicial Circuit, Shelby County, Illinois.

(l) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors, assignees and legal representatives. This Agreement may not be assigned without the written consent of the other parties hereto; provided, however, that Developer may collaterally assign this Agreement, without the consent of the County, in connection with any financing or refinancing of the Project. Any such collateral assignment will not relieve Developer of its obligations under this Agreement. In the event of such a permitted assignment, Developer shall, seven (7) days after such assignment, provide written notice to the County Engineer of the name, address, entity type and state of incorporation of the assignee, as well as the name and address of the assignee's registered agent in the State of Illinois.

(m) No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

(n) Attorney's Fees and Costs. If any action at law or in equity is brought by any Party to enforce this Agreement, the prevailing party in such litigation shall be entitled to receive from the non-prevailing party reasonable and actual attorneys' fees and costs incurred.

(o) Except as required by law, the County shall not issue publicity news releases, grant press interviews, or disseminate any information regarding the Agreement or its terms or its intentions therewith within the duration of the Project without the prior written consent of Developer. In the event the County is presented with a request for documents by any administrative agency, in connection with a freedom of information act request, or with a subpoena duces tecum regarding any records, data, or documents which may be in the County's possession by reason of this Agreement, the County shall, to the extent permissible by law and to the extent not prohibited by the terms of such subpoena, immediately give notice to Developer, with the understanding that Developer shall have the opportunity to contest such process by any means available to it before such records or documents are submitted to a court or other third party, provided, however, that the County shall not be obligated to withhold such delivery beyond that time as may be requested by a court, any governmental agency, in connection with a freedom of information act request, or administrative agency of competent jurisdiction, unless the subpoena or request is quashed or the time to produce is otherwise extended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

XXXX Solar, LLC

By: _____

Name: _____

Title: _____

Shelby County Highway Department

By: _____

Name: Michael A. Tappendorf, P.E.

Title: County Engineer

ATTEST:

By: _____

Name: Wendy Gregory

Title: Shelby County Administrative

XXXX Road District

By: _____

Name: XXXXXXX

Title: Highway Commissioner

ATTEST:

By: _____

Name: XXXXXXX

Title:

EXHIBIT A

Highway Route Map

EXHIBIT B

Highway Access Points

Exhibit C

Traffic Control Standards

NO SOLAR CONSTRUCTION TRAFFIC sign location map	
701301	Lane Closure, 2L, 2W, Short Time Operations
701901	Traffic Control Devices
BLR 21-9	Typical Application of Traffic Control Devices For Construction on Rural Local Highways

RESOLUTION NO.

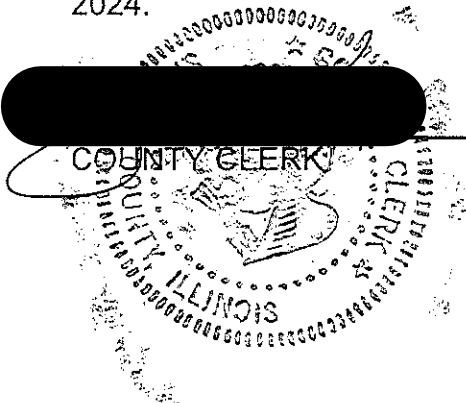
2024-17

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs to allow the usage of \$20,000.00 of FASM funds for preliminary engineering and design of County Highway 3, section 23-00296-00-RS.

**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 March 14, 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 14th day of March A.D. 2024.



RESOLUTION NO.

2024-18

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the use of 150,000 dollars of ARPA funding to purchase a 2015 John Deere 772G Motor grader (1DW772GXCEF666279) for the Shelby County Highway Department.

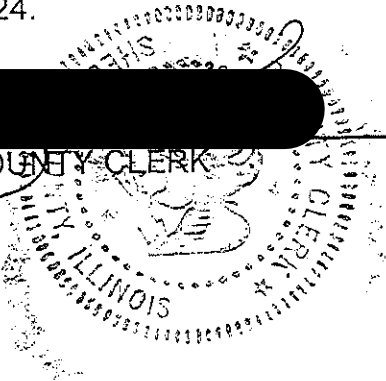
**STATE OF ILLINOIS)
COUNTY OF SHELBY) SS**

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 March 14, 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 14th day of March A.D. 2024.



COUNTY CLERK



RESOLUTION NO.


2024-19

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the allowance of Michael A. Tappendorf – Shelby County Engineer to be duly authorized to enter into contracts, to include joint participant agreements, on behalf of The Shelby County Highway Department with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgement be desirable or necessary to affect the purpose of this vote. This shall be for the purposes of purchase of road salts for Shelby County.

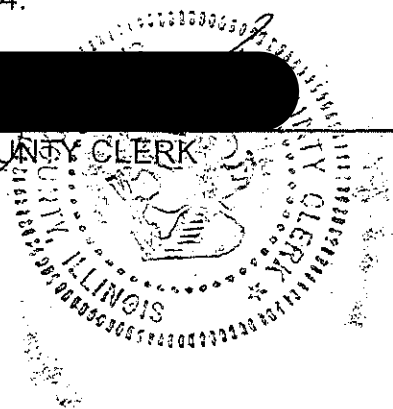
**STATE OF ILLINOIS)
COUNTY OF SHELBY) SS**

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 March 14, 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 14th day of March A.D. 2024.



COUNTY CLERK



Certificate of Authority by Vote

I, Jessica Fox, hereby certify that I am duly elected Clerk of
(Name)
County of Shelby ("Governmental Unit"). I hereby certify the following is a true
(Name of Governmental Unit)

copy of a vote taken at a meeting of the Board of Directors (or equivalent governing body), duly called and held on 14th of March, 2024, at which a quorum of the Members were present and voting.

Voted: That Michael A. Tappendorf – Shelby County Engineer is
(Name and Title)

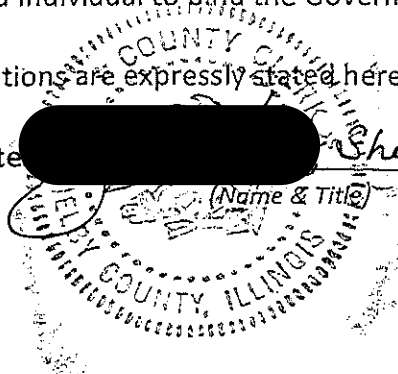
duly authorized to enter into contracts, to include joint participation agreements, on behalf of The Shelby County Highway Department with the State of Illinois and any of
(Name of Governmental Unit)

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

Dated: March 14, 2024

Attest



Jessica Fox Shelby County Clerk
(Name & Title)

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 Ash Grove Township

To the County Board of Shelbyville County, Illinois

Per Section 5-501 of the Illinois Highway Code, the undersigned, Highway Commissioner Ash Grove Township in said County, would respectfully requests:

Location: SE Quadrant Section 34 Scope: Remove and Replace existing 36" CMP with new 42" cmp
Pipe = 42" CMP Existing and Proposed Labor, Eqipt. Mat'l = (See Estimate)
TOTAL = \$13,000

in said road district, which the road district is responsible.

The anticipated cost of the proposed project will be \$15,255 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 Shelby Co. Highway Dept., this _____ day of _____, 20____



Highway Commissioner

Road and Bridge Committee Approval

The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by Ash Grove Township, for the proposed project which has an anticipated cost: \$15,255.-, which the county will provide one half of the expenses from the "County Bridge Fund".

This application is hereby accepted to on this 15 day of March, 2024



Road and Bridge Committee Chairman

County Board Approval

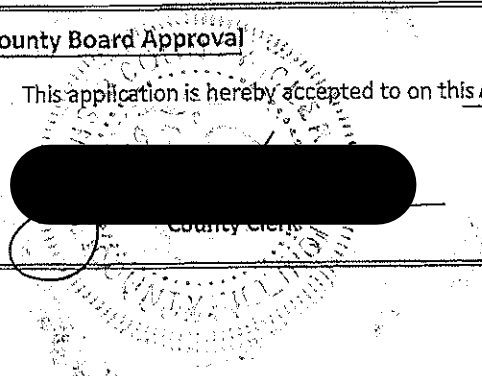
This application is hereby accepted to on this 14th day of March, 2024

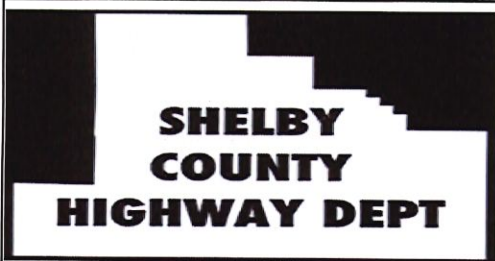


County Clerk



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 ASH GROVE TWP CULVERT REPLACEMENT	
SUBJECT SE QUAD SECTION 34 (3405 E, 1500N)	
DATE 1/3/2024	PREP. BY AJR
CHECK BY	SHEET 1 OF 1

Demolition of Existing Structures

ITEM:	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 3 guys 2 days	48	\$23.59	\$1,132.32
Excavator Hours	16	\$147.70	\$2,363.20
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

Installation of 1-42" CMP & 1- 15" CMP (Aluminized Metal Pipes) REGRADE DITCH

ITEM:	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 3 guys -2 days	48	\$23.59	\$1,132.32
Excavator Hours	16	\$147.70	\$2,363.20
Dump Truck Hours	24	\$50.51	\$1,212.24
Pickup Hours	1	\$17.25	\$17.25
Semi Tractor	1	\$63.41	\$63.41
Trailer - Low Boy	1	\$19.06	\$19.06

Material Cost:

42" CMP Pipe	48	FOOT	\$76.00 /Foot	\$3,648.00
15" CMP PIPE	40	FOOT	\$25.00 /FOOT	\$1,000.00
Aggregate Base Course, Type B	90	TON	\$20.00 /TON	\$1,800.00

Total Cost **\$15,254.80**
 Threshold = \$4119.61 Therefore ok

Scope of work to include:

- Remove and Replace 42" CMP with new aluminized CMP
- Remove Existing 21" CMP
- Install 15" CMP for Field Entrance
- Reshape Slopes of Ditch / Regrade Ditch to Properly Drain to installed 42" CMP

may need to ADD DIRT and DUMP TRUCK TIME IF we have to haul DIRT.



ASH GROVE TWP



Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Friday, Jan 5 2024

Circular Culvert

Invert Elev Dn (ft)	= 100.00
Pipe Length (ft)	= 80.00
Slope (%)	= 0.50
Invert Elev Up (ft)	= 100.40
Rise (in)	= 21.0
Shape	= Circular
Span (in)	= 21.0
No. Barrels	= 1
n-Value	= 0.024
Culvert Type	= Circular Corrugate Metal Pipe
Culvert Entrance	= Projecting
Coeff. K,M,c,Y,k	= 0.034, 1.5, 0.0553, 0.54, 0.9

Calculations

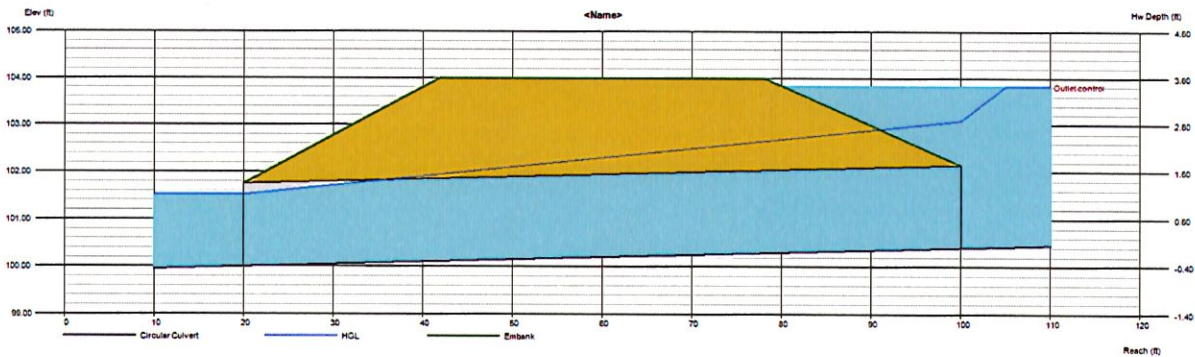
Qmin (cfs)	= 1.00
Qmax (cfs)	= 15.00
Tailwater Elev (ft)	= (dc+D)/2

Highlighted

Qtotal (cfs)	= 12.00
Qpipe (cfs)	= 12.00
Qovertop (cfs)	= 0.00
Veloc Dn (ft/s)	= 5.41
Veloc Up (ft/s)	= 4.99
HGL Dn (ft)	= 101.52
HGL Up (ft)	= 103.09
Hw Elev (ft)	= 103.82
Hw/D (ft)	= 1.95
Flow Regime	= Outlet Control

Embankment

Top Elevation (ft)	= 104.00
Top Width (ft)	= 36.00
Crest Width (ft)	= 50.00



Culvert Report

Circular Culvert

Invert Elev Dn (ft)	=	100.00
Pipe Length (ft)	=	48.00
Slope (%)	=	0.50
Invert Elev Up (ft)	=	100.24
Rise (in)	=	30.0
Shape	=	Circular
Span (in)	=	30.0
No. Barrels	=	1
n-Value	=	0.024
Culvert Type	=	Circular Corrugate Metal Pipe
Culvert Entrance	=	Projecting
Coeff. K,M,c,Y,k	=	0.034, 1.5, 0.0553, 0.54, 0.9

Embankment

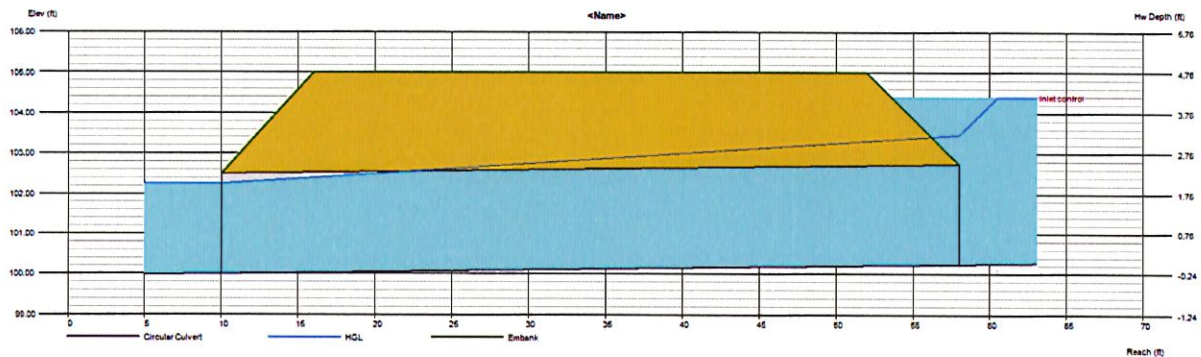
Top Elevation (ft)	=	105.00
Top Width (ft)	=	36.00
Crest Width (ft)	=	50.00

Calculations

Qmin (cfs)	=	1.00
Qmax (cfs)	=	35.00
Tailwater Elev (ft)	=	(dc+D)/2

Highlighted

Qtotal (cfs)	=	35.00
Qpipe (cfs)	=	35.00
Qovertop (cfs)	=	0.00
Veloc Dn (ft/s)	=	7.51
Veloc Up (ft/s)	=	7.13
HGL Dn (ft)	=	102.25
HGL Up (ft)	=	103.46
Hw Elev (ft)	=	104.40
Hw/D (ft)	=	1.66
Flow Regime	=	Inlet Control



Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Friday, Jan 5 2024

Circular Culvert

Invert Elev Dn (ft)	= 100.00
Pipe Length (ft)	= 48.00
Slope (%)	= 0.40
Invert Elev Up (ft)	= 100.19
Rise (in)	= 42.0
Shape	= Circular
Span (in)	= 42.0
No. Barrels	= 1
n-Value	= 0.024
Culvert Type	= Circular Corrugate Metal Pipe
Culvert Entrance	= Projecting
Coeff. K,M,c,Y,k	= 0.034, 1.5, 0.0553, 0.54, 0.9

Calculations

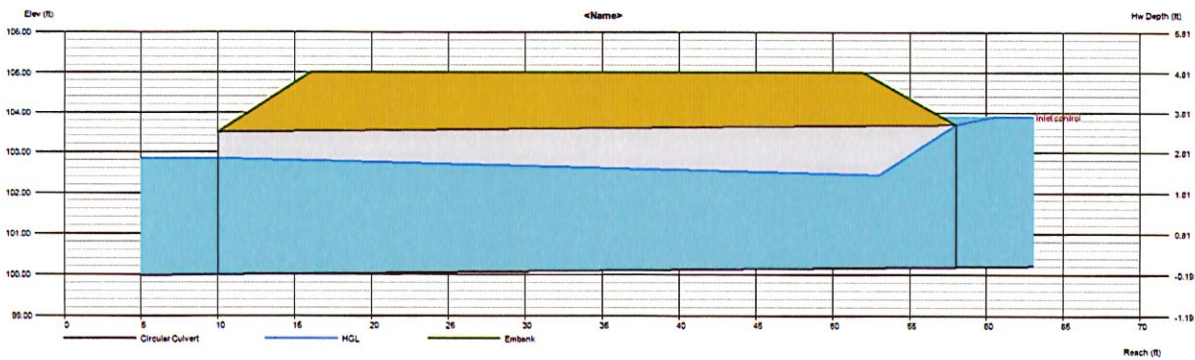
Qmin (cfs)	= 1.00
Qmax (cfs)	= 50.00
Tailwater Elev (ft)	= (dc+D)/2

Highlighted

Qtotal (cfs)	= 50.00
Qpipe (cfs)	= 50.00
Qovertop (cfs)	= 0.00
Veloc Dn (ft/s)	= 5.95
Veloc Up (ft/s)	= 7.82
HGL Dn (ft)	= 102.85
HGL Up (ft)	= 102.40
Hw Elev (ft)	= 103.89
Hw/D (ft)	= 1.06
Flow Regime	= Inlet Control

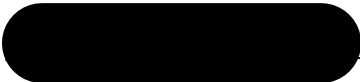


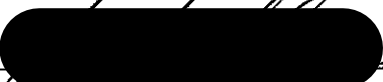
Embankment

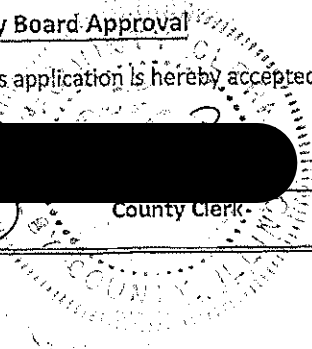
Top Elevation (ft)	= 105.00
Top Width (ft)	= 36.00
Crest Width (ft)	= 50.00

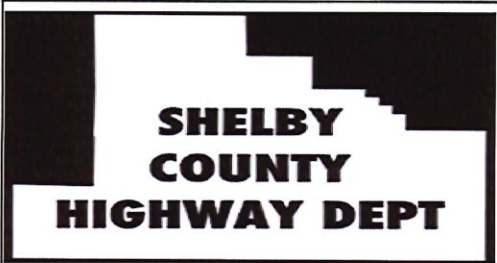


Per Section 6-501

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

STATE OF ILLINOIS	
County of Shelby	
Road District of <u>Pickaway</u> Township	
To the County Board of Shelbyville County, Illinois	
Per Section 5-501 of the Illinois Highway Code, the undersigned, Highway Commissioner <u>Pickaway</u> Township in said County, would respectfully requests:	
Location: Northern Middle Section 35 new Existing and Proposed TOTAL = \$13,000	Scope: Remove and Replace existing 48" CMP with Pipe = 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 be <u>\$13,000</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____	
	
Highway Commissioner	
Road and Bridge Committee Approval	
The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by <u>Pickaway</u> Township, for the proposed project which has an anticipated cost: <u>\$13,000</u> , which the county will provide one half of the expenses from the "County Bridge Fund".	
This application is hereby accepted to on this <u>15</u> day of <u>March</u> , 20 <u>24</u>	
	
Road and Bridge Committee Chairman	
County Board Approval	
This application is hereby accepted to on this <u>14th</u> day of <u>March</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 Pickaway Township Culvert Replacement

SUBJECT North Middle Section 35 (1645E)

DATE 12/4/2023

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 1-48" CMP (Aluminized Metal Pipes)

ITEM:	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 3 guys -1.5 days	36	\$23.59	\$849.24
Excavator Hours	12	\$147.70	\$1,772.40
Dump Truck Hours	24	\$50.51	\$1,212.24
Pickup Hours	1	\$17.25	\$17.25
Semi Tractor	1	\$63.41	\$63.41
Trailer - Low Boy	1	\$19.06	\$19.06

Material Cost:	Quantity	Unit	Rate	Cost
48" CMP Pipe	40	FOOT	\$92.00 /Foot	\$3,680.00
Aggregate Base Course, Type B	170	TON	\$20.00 /TON	\$3,401.48
Concrete Cement	5	CY	\$162.00	\$810.00

Total Cost **\$13,000.72**
 Threshold = \$3,108 Therefore ok

Scope of work to include:

- Remove and Replace 48" CMP with new aluminized CMP
- Open ended pipe on West, Connect on East to structure
- Utilize remainder of concrete to fill voids behind Weir Wall.

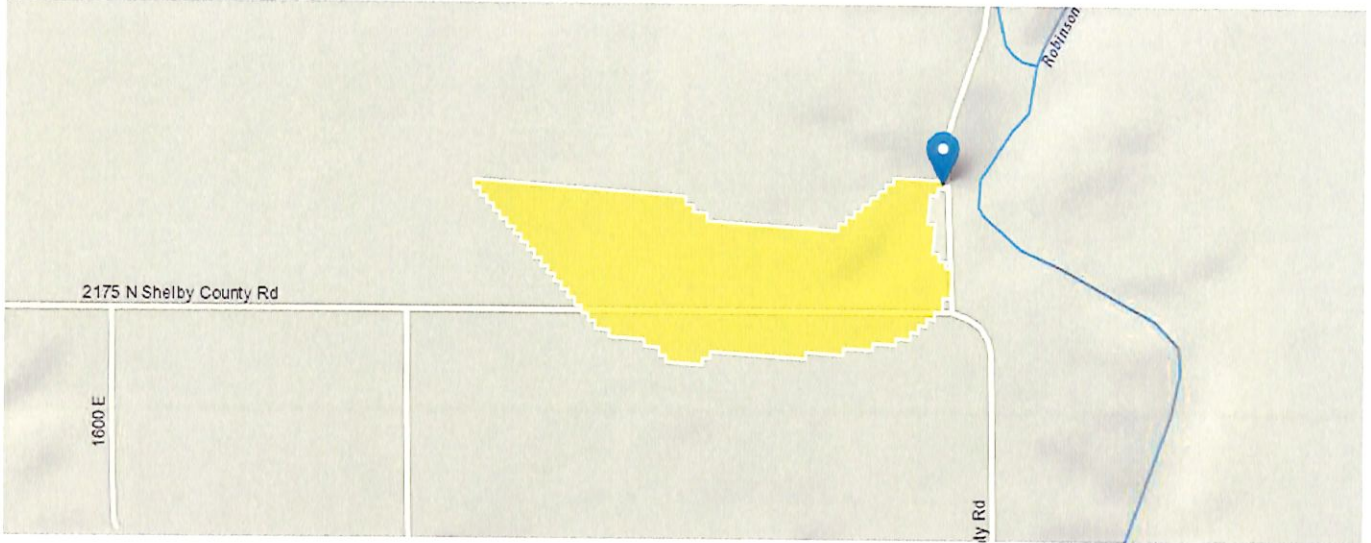
Culvert Crossing: Crossing 1

Culvert Summary Table - Culvert 1

Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth (ft)	Outlet Control Depth (ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
85.00	85.00	105.16	4.50	4.66	7-M2c	2.95	2.79	2.79	1.48	9.07	4.66
86.70	86.70	105.22	4.57	4.72	7-M2c	3.00	2.82	2.82	1.49	9.15	4.68
88.40	88.40	105.28	4.65	4.78	7-M2c	3.05	2.85	2.85	1.50	9.23	4.70
90.10	90.10	105.33	4.72	4.83	7-M2c	3.11	2.88	2.88	1.52	9.31	4.73
91.80	91.80	105.40	4.80	4.90	7-M2c	3.16	2.90	2.90	1.53	9.39	4.75
93.50	93.50	105.46	4.87	4.96	7-M2c	3.22	2.93	2.93	1.54	9.47	4.77
95.00	95.00	105.51	4.94	5.01	7-M2c	3.28	2.95	2.95	1.55	9.55	4.79
96.90	96.90	105.58	5.03	5.08	7-M2c	3.35	2.98	2.98	1.57	9.64	4.82
98.60	98.60	105.64	5.11	5.14	7-M2c	3.43	3.01	3.01	1.58	9.72	4.84
100.30	100.30	105.71	5.19	5.21	7-M2c	3.53	3.03	3.03	1.59	9.81	4.86
102.00	102.00	105.78	5.28 ~	5.27	7-M2c	4.00	3.06	3.06	1.60	9.89	4.88

StreamStats Report - Pickaway TWP

Region ID: IL
 Workspace ID: IL20231205023940520000
 Clicked Point (Latitude, Longitude): 39.53422, -88.83698
 Time: 2023-12-04 20:40:02 -0600



[+ Collapse All](#)

> Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DEMSLX100	Average slope of 10-meter DEM cells, using a vertical exaggeration factor of 100, computed using Slope tool in ArcMap	41.26	degrees
DRNAREA	Area that drains to a point on a stream	0.041	square miles
URBTHE2010	Fraction of drainage area that is in urban classes 7 to 10 from Theobald 2010	0	dimensionless

> Peak-Flow Statistics

Peak-Flow Statistics Parameters [IL Peakflow Region 5 ICT-23-014]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.041	square miles	0.01327	1943
DEMSLX100	Exaggerated slope from 10 meter DEM	41.26	decimal degrees	24.52	79.35
URBTHE2010	Fraction_of_Urban_Land_Theobald_2010	0	dimensionless	0	1

Peak-Flow Statistics Flow Report [IL Peakflow Region 5 ICT-23-014]

PIL: Lower 90% Prediction Interval, PIU: Upper 90% Prediction Interval, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PIL	PIU	ASEp
50-percent AEP flood	28.5	ft ³ /s	16.9	48.2	30.6
20-percent AEP flood	48.5	ft ³ /s	28.6	82.2	30.6
10-percent AEP flood	63.8	ft ³ /s	37.5	108	30.8

Statistic	Value	Unit	PIL	PIU	ASEp
4-percent AEP flood	85.1	ft ³ /s	47	154	34.6
2-percent AEP flood	102	ft ³ /s	54.6	191	36.5
1-percent AEP flood	121	ft ³ /s	64.4	227	36.7
0.5-percent AEP flood	141	ft ³ /s	72.7	273	38.5
0.2-percent AEP flood	168	ft ³ /s	83.9	336	40.5

Peak-Flow Statistics Citations

Over, T.M., Marti, M.K., O'Shea, P.S., Sharpe, J.B. 2023, Estimating peak-flow quantiles for selected annual exceedance probabilities in Illinois (Report No. FHWA-ICT-23-014). Illinois Center for Transportation. (<https://doi.org/10.36501/0197-9191/23-019>)

➤ Bankfull Statistics

Bankfull Statistics Parameters [Interior Plains D Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.041	square miles	0.19305	59927.7393

Bankfull Statistics Parameters [Central Lowland P Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.041	square miles	0.200772	59927.66594

Bankfull Statistics Parameters [USA Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.041	square miles	0.07722	59927.7393

Bankfull Statistics Disclaimers [Interior Plains D Bieger 2015]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Bankfull Statistics Flow Report [Interior Plains D Bieger 2015]

Statistic	Value	Unit
Bieger_D_channel_width	3.82	ft
Bieger_D_channel_depth	0.812	ft
Bieger_D_channel_cross_sectional_area	4.78	ft ²

Bankfull Statistics Disclaimers [Central Lowland P Bieger 2015]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Bankfull Statistics Flow Report [Central Lowland P Bieger 2015]

Statistic	Value	Unit
Bieger_P_channel_width	4.56	ft
Bieger_P_channel_depth	1.08	ft
Bieger_P_channel_cross_sectional_area	4.79	ft ²

Bankfull Statistics Disclaimers [USA Bieger 2015]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Bankfull Statistics Flow Report [USA Bieger 2015]

Statistic	Value	Unit
Bieger_USA_channel_width	4.02	ft
Bieger_USA_channel_depth	0.61	ft
Bieger_USA_channel_cross_sectional_area	3.05	ft^2

Bankfull Statistics Flow Report [Area-Averaged]

Statistic	Value	Unit
Bieger_D_channel_width	3.82	ft
Bieger_D_channel_depth	0.812	ft
Bieger_D_channel_cross_sectional_area	4.78	ft^2
Bieger_P_channel_width	4.56	ft
Bieger_P_channel_depth	1.08	ft
Bieger_P_channel_cross_sectional_area	4.79	ft^2
Bieger_USA_channel_width	4.02	ft
Bieger_USA_channel_depth	0.61	ft
Bieger_USA_channel_cross_sectional_area	3.05	ft^2

Bankfull Statistics Citations

Bieger, Katrin; Rathjens, Hendrik; Allen, Peter M.; and Arnold, Jeffrey G., 2015, Development and Evaluation of Bankfull Hydraulic Geometry Relationships for the Physiographic Regions of the United States, Publications from USDA-ARS / UNL Faculty, 17p. (https://digitalcommons.unl.edu/usdaarsfacpub/1515?utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&utm_medium=PDF&utm_campaign=PDFCoverPages)

> Maximum Probable Flood Statistics

Maximum Probable Flood Statistics Parameters [Crippen Bue Region 6]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	0.041	square miles	0.1	10000

Maximum Probable Flood Statistics Disclaimers [Crippen Bue Region 6]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Maximum Probable Flood Statistics Flow Report [Crippen Bue Region 6]

Statistic	Value	Unit
Maximum Flood Crippen Bue Regional	416	ft^3/s

Maximum Probable Flood Statistics Citations

Crippen, J.R. and Bue, Conrad D. 1977, Maximum Floodflows in the Conterminous United States, Geological Survey Water-Supply Paper 1887, 52p. (<https://pubs.usgs.gov/wsp/1887/report.pdf>)

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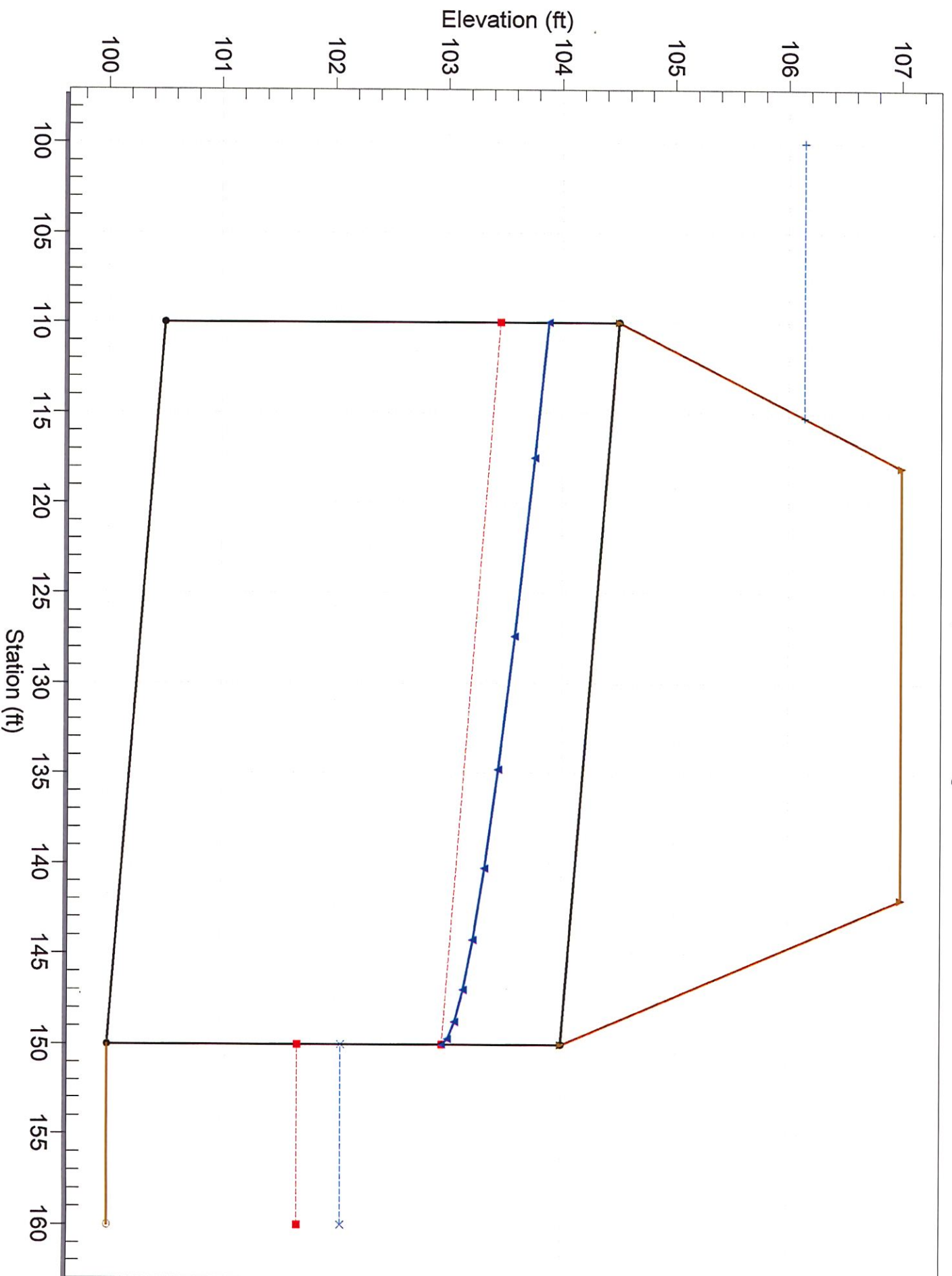
Application Version: 4.19.1

StreamStats Services Version: 1.2.22

NSS Services Version: 2.3.2

Crossing - Crossing 1, Design Discharge - 95.0 cfs

Culvert - Culvert 1, Culvert Discharge - 95.0 cfs







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 Todds Point Township
 To the County Board of Shelbyville County, Illinois

Per Section 5-501 of the Illinois Highway Code, the undersigned, Highway Commissioner Todds Point Township in said County, would respectfully requests:

Location: S Quadrant of Section 21 (2050 E, 2300 N) Scope: Remove Existing drainage structures and Replace with RCP CL 3. Widen Existing Radli Pipe = 24"x36", 24"x40", 36"x56'. Radli/Trench Backfill = 160 TON CA-06 (See Estimate)
 TOTAL = \$19,968.25


in said road district, which the road district is responsible.

The anticipated cost of the proposed project will be \$19,968 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 Shelby Co. Highway Dept., this 5th day of February, 20 24


 Highway Commissioner

Road and Bridge Committee Approval


The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by Todds Point Township, for the proposed project which has an anticipated cost: \$19,968, which the county will provide one half of the expenses from the "County Bridge Fund".


This application is hereby accepted to on this 15 day of March, 20 24

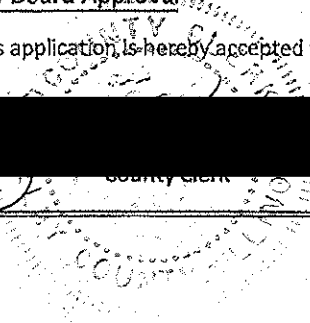

 Road and Bridge Committee Chairman

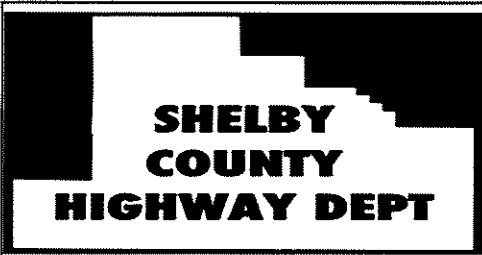
County Board Approval

This application is hereby accepted to on this 14th day of March, 20 24


 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:shelbycohw@shelbycounty-
 il.gov

PROJECT		TODDS POINT INTERSECTION RECONSTRUCT	
SUBJECT		SOUTH QUAD OF SECTION 21 (2050 E, 2300 N)	
DATE	1/5/2024	PREP. BY	CRS
CHECK BY		SHEET	1 OF 1

ITEM: REMOVAL OF EXISTING STRUCTURES

	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 3 guys 2 days	48	\$23.59	\$1,132.32
Excavator Hours	16	\$147.70	\$2,363.20
Dump Truck Hours	8	\$50.51	\$404.08
Pickup Hours	2	\$17.25	\$34.50
Semi Tractor	1	\$63.41	\$63.41
Trailer - Low Boy	1	\$19.06	\$19.06

ITEM: PLACE PROP PIPE/WIDEN RADII

	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 3 guys -3 days	72	\$23.59	\$1,698.48
Excavator Hours	24	\$147.70	\$3,544.80
Dump Truck Hours	32	\$50.51	\$1,616.32
Pickup Hours	3	\$17.25	\$51.75
Semi Tractor	1	\$63.41	\$63.41
Trailer - Low Boy	1	\$19.06	\$19.06

Material Cost:

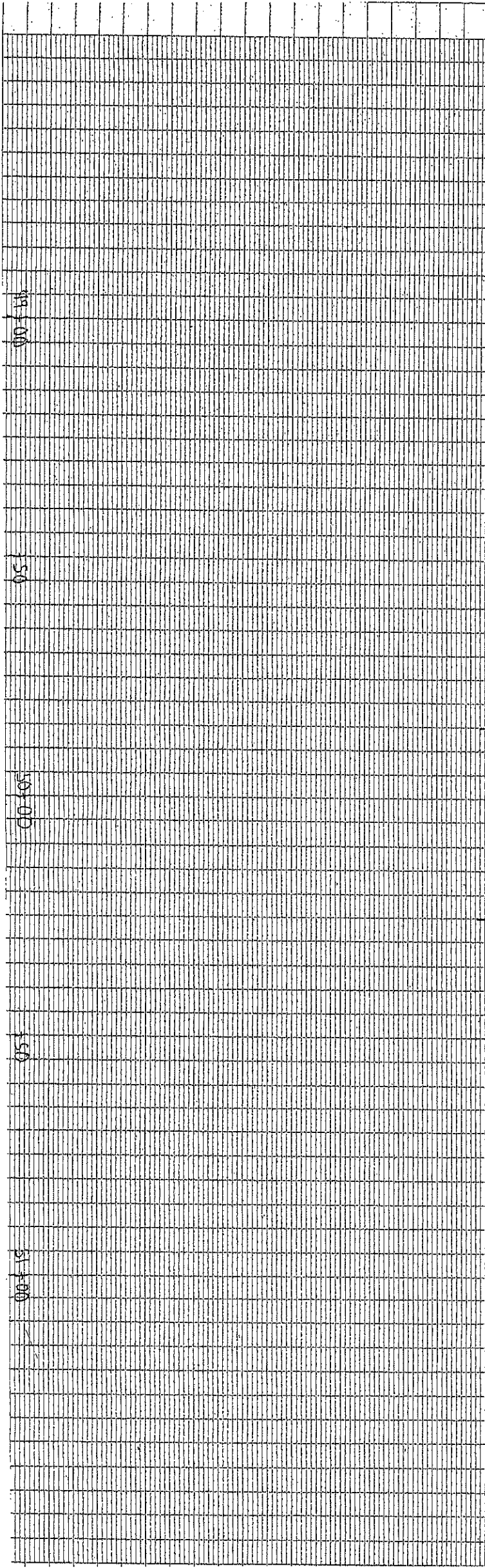
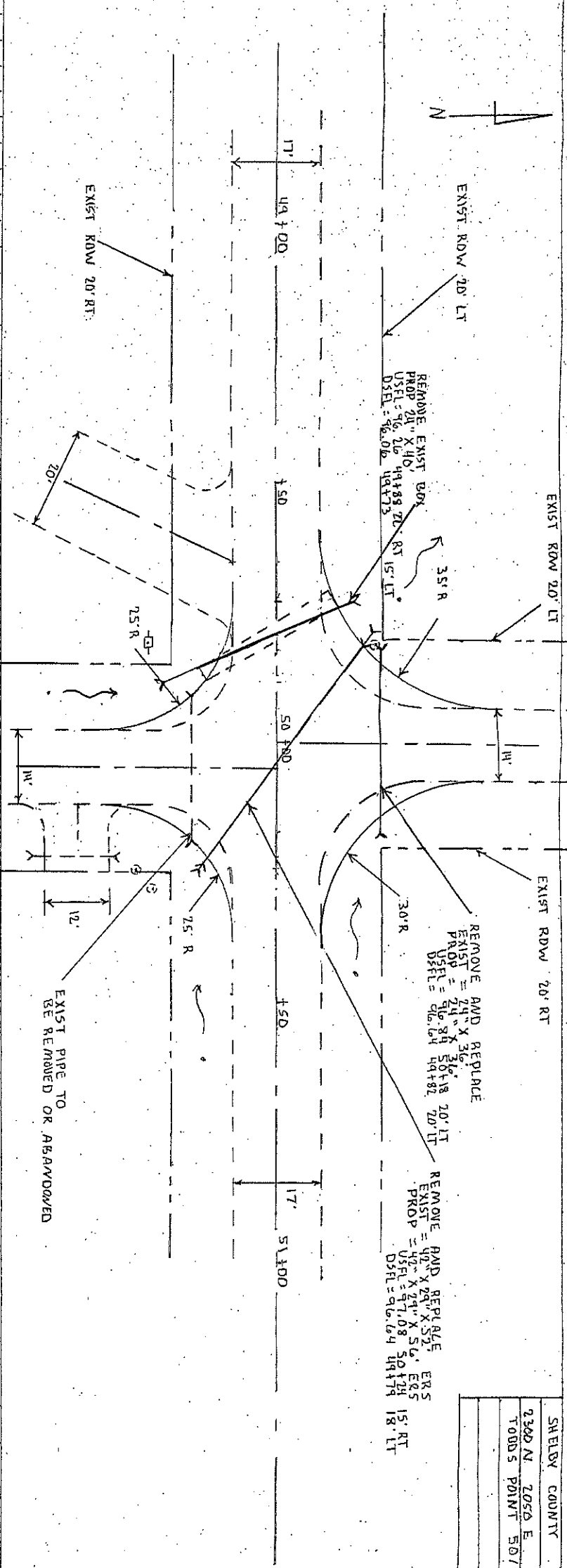
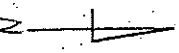
36" RCP CL3	56	FOOT	\$72.97 /FOOT	\$4,086.32
24" RCP CL3	36	FOOT	\$40.04 /FOOT	\$1,441.44
24" RCP CL3	40	FOOT	\$40.04 /FOOT	\$1,601.60
4" BEDDING (CA06)	13	TON	\$11.50 /TON	\$149.50
TRENCH BACKFILL/RADII (CA06)	146	TON	\$11.50 /TON	\$1,679.00

Total Cost \$19,968.25
 Threshold = \$2998.86 Therefore ok

SCOPE OF WORK

Scope of work to include:

- Remove Existing drainage structures
- Install Proposed RCP CL3 (various sizes)
- Widen Radii
- Reshape Ditches to match proposed RCP pipe



Per Section 6-501

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

STATE OF ILLINOIS

County of Shelbyville, IL

Road District of Prairie Township

To the County Board of Shelbyville County, Illinois

Per Section 5-501 of the Illinois Highway Code, the undersigned, Highway Commissione Prairie Township in said County, would respectfully requests:

Location: TR 399 at a point within SE 1/4 of Section 32, T10N, R5E, 3PM 1 mile West of Stewardson
Replace a 8 foot tall by 16.5 foot Structure with 10 foot DIA Steel Pipe Pipe : 10 foot DIA Steel Pipe =
\$15,000.00 Labor, Eqipt. Mat'l = \$11,731.47 TOTAL = \$26,731.47

in said road district, which the road district is responsible.

The anticipated cost of the proposed project will be \$26,731.47 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 Shelby Co. Highway Dept., this 29 day of FEBRUARY 20 24



Mike Kessler
Highway Commissioner

Road and Bridge Committee Approval

The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by Prairie Township, for the proposed project which has an anticipated cost \$26,731, which the county will provide one half of the expenses from the "County Bridge Fund".

This application is hereby accepted to on this 15 day of March 20 24



Road and Bridge Committee Chairman

County Board Approval

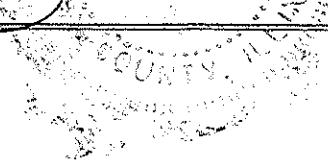
This application is hereby accepted to on this 14th day of March, 20 24



County Clerk



County Board Chair



SHELBY COUNTY HIGHWAY DEPT

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 PRAIRIE DRAINAGE STRUCTURE REPLACE

SUBJECT SOUTH QUAD OF SECTION 32 (2575 E, 300 N)

DATE 2/27/2024

PREP. BY CRS

CHECK BY

SHEET 1 OF 1

ITEM: REMOVAL OF EXISTING STRUCTURE

	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 3 guys 2 days	48	\$23.59	\$1,132.32
Excavator Hours	16	\$147.70	\$2,363.20
Dump Truck Hours	16	\$50.51	\$808.16
Pickup Hours	8	\$17.25	\$138.00
Semi Tractor	8	\$63.41	\$507.28
Trailer - Low Boy	8	\$19.06	\$152.48

ITEM: PLACE PROP PIPE AND BACKFILL

	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 4 guys -1 days	32	\$23.59	\$754.88
Excavator Hours	8	\$147.70	\$1,181.60
Dump Truck Hours (x2)	16	\$66.13	\$1,058.08
Pickup Hours	2	\$17.25	\$34.50
Semi Tractor	1	\$63.41	\$63.41
Trailer - Low Boy	1	\$19.06	\$19.06

Material Cost:

10 FOOT DIA STEEL PIPE	40	FOOT	\$ 375.00 /FOOT	\$ 15,000.00
TRENCH BACKFILL (CA06)	124	TON	\$ 11.50 /TON	\$ 1,426.00
RR3	30	TON	\$ 21.75 /TON	\$ 652.50
GROUT	9	CUYD	\$ 160.00 /CUYD	\$ 1,440.00

Total Cost **\$26,731.47**
 Threshold = \$5721.92 Therefore ok

SCOPE OF WORK

Scope of work to include:

- Remove Existing drainage structure
- Install Proposed 10 foot DIA Steel Pipe

HY-8 Culvert Analysis Report

Crossing Discharge Data

Discharge Selection Method: Specify Minimum, Design, and Maximum Flow

Minimum Flow: 650.00 cfs

Design Flow: 700.00 cfs

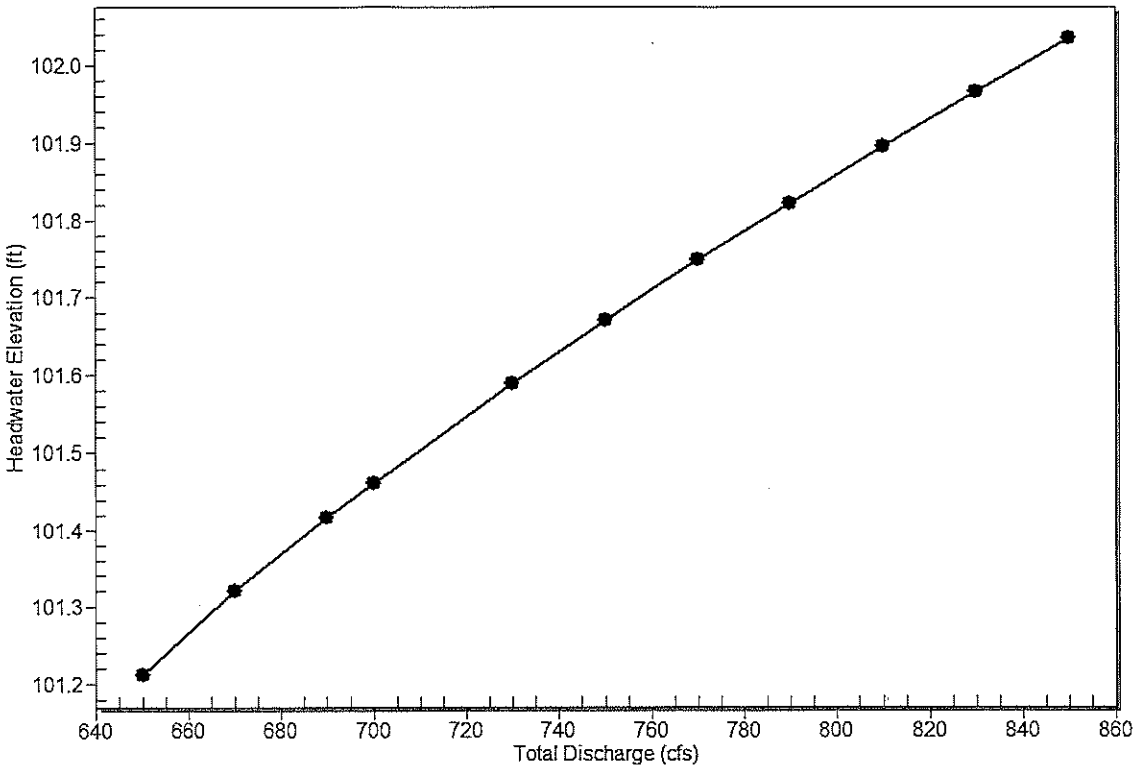
Maximum Flow: 850.00 cfs

Table 1 - Summary of Culvert Flows at Crossing: 2700N/Carla Bridge

Headwater Elevation (ft)	Total Discharge (cfs)	Culvert 1 Discharge (cfs)	Roadway Discharge (cfs)	Iterations
101.21	650.00	635.54	14.45	9
101.32	670.00	642.96	27.02	6
101.42	690.00	649.57	40.39	5
101.46	700.00	652.64	47.34	5
101.59	730.00	661.31	68.66	5
101.67	750.00	666.72	83.26	5
101.75	770.00	671.88	98.11	5
101.82	790.00	676.78	113.21	5
101.90	810.00	681.57	128.43	5
101.97	830.00	686.11	143.89	5
102.03	850.00	690.57	159.43	5
101.00	620.71	620.71	0.00	Overtopping

Rating Curve Plot for Crossing: 2700N/Carla Bridge

Total Rating Curve
Crossing: 2700N/Carla Bridge



Culvert Data: Culvert 1

Table 1 - Culvert Summary Table: Culvert 1

Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth (ft)	Outlet Control Depth (ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
650.0 cfs	635.5 cfs	101.21	10.21	7.19	5-S2	2.99	5.45	4.44	3.26	16.16	11.82
670.0 cfs	642.9 cfs	101.32	10.32	7.28	5-S2	3.01	5.49	4.47	3.31	16.21	11.93
690.0 cfs	649.5 cfs	101.42	10.42	7.36	5-S2	3.03	5.52	4.50	3.36	16.26	12.03
700.0 cfs	652.6 cfs	101.46	10.46	7.40	5-S2	3.04	5.54	4.51	3.39	16.28	12.08

730.0 0 cfs	661.3 1 cfs	101.59	10.5 9	7.51 0	5- S2 n	3.06	5.58	4.5 5	3.47	16.3 4	12.23
750.0 0 cfs	666.7 2 cfs	101.67	10.6 7	7.57 8	5- S2 n	3.08	5.61	4.5 7	3.52	16.3 8	12.32
770.0 0 cfs	671.8 8 cfs	101.75	10.7 5	7.64 3	5- S2 n	3.09	5.63	4.6 0	3.57	16.4 2	12.42
790.0 0 cfs	676.7 8 cfs	101.82	10.8 2	7.70 5	5- S2 n	3.11	5.65	4.6 2	3.62	16.4 5	12.51
810.0 0 cfs	681.5 7 cfs	101.90	10.9 0	7.76 6	5- S2 n	3.12	5.68	4.6 4	3.67	16.4 9	12.60
830.0 0 cfs	686.1 1 cfs	101.97	10.9 7	7.82 4	5- S2 n	3.13	5.70	4.6 6	3.72	16.5 2	12.69
850.0 0 cfs	690.5 7 cfs	102.03	11.0 3	7.88 0	5- S2 n	3.15	5.72	4.6 8	3.77	16.5 5	12.77

Culvert Barrel Data

Culvert Barrel Type Straight Culvert

Inlet Elevation (invert): 91.00 ft,

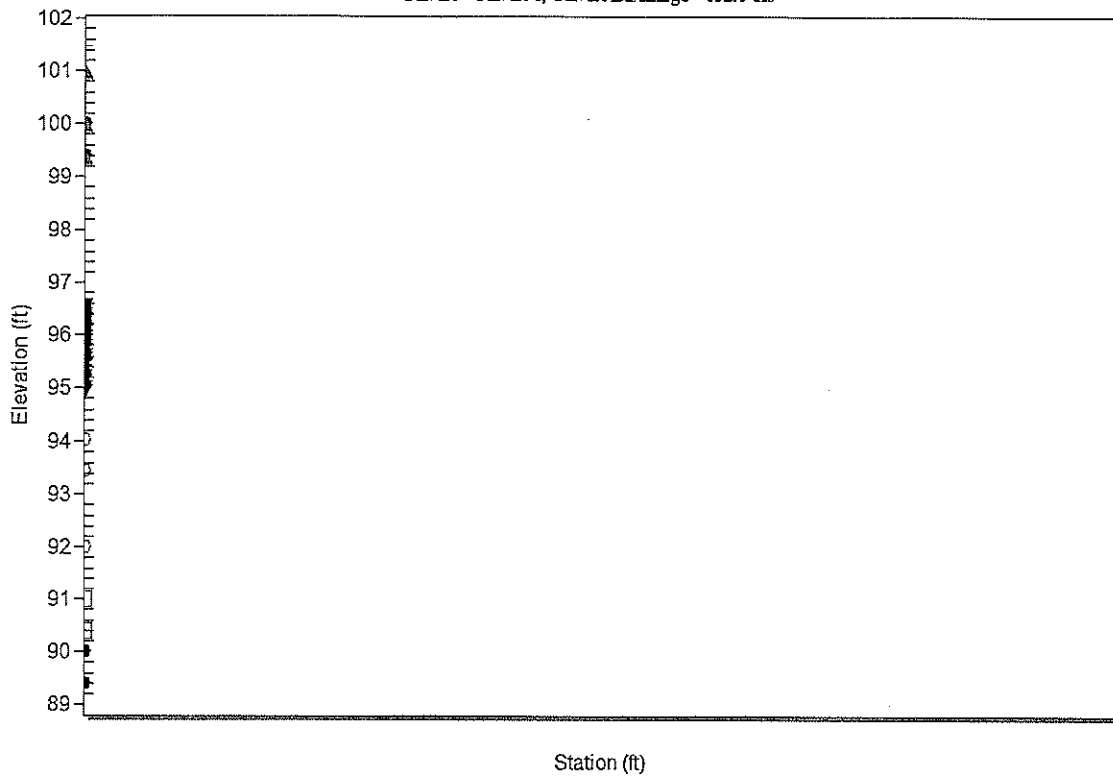
Outlet Elevation (invert): 90.40 ft

Culvert Length: 40.00 ft,

Culvert Slope: 0.0150

Water Surface Profile Plot for Culvert: Culvert 1

Crossing - 2700N/Carla Bridge, Design Discharge - 700.0 cfs
Culvert - Culvert 1, Culvert Discharge - 652.6 cfs



Site Data - Culvert 1

Site Data Option: Culvert Invert Data

Inlet Station: 120.00 ft

Inlet Elevation: 90.00 ft

Outlet Station: 160.00 ft

Outlet Elevation: 89.40 ft

Number of Barrels: 1

Culvert Data Summary - Culvert 1

Barrel Shape: Circular

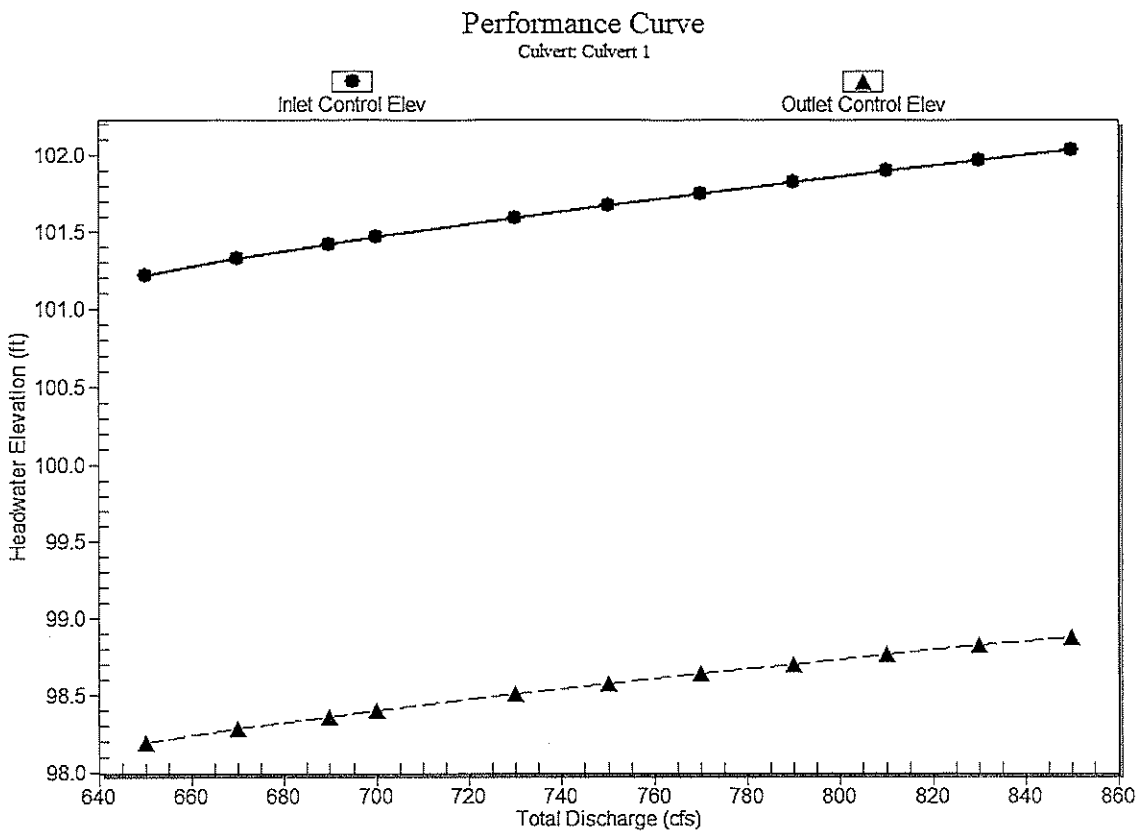
Barrel Diameter: 10.00 ft

Barrel Material: Concrete

Embedment: 12.00 in

Barrel Manning's n: 0.0110 (top and sides)

Culvert Performance Curve Plot: Culvert 1



Manning's n: 0.0110 (bottom)

Culvert Type: Straight

Inlet Configuration: Thin Edge Projecting (Ke=0.9)

Inlet Depression: None

Tailwater Data for Crossing: 2700N/Carla Bridge

Table 2 - Downstream Channel Rating Curve (Crossing: 2700N/Carla Bridge)

Flow (cfs)	Water Surface Elev (ft)	Velocity (ft/s)	Depth (ft)	Shear (psf)	Froude Number
650.00	95.26	3.26	11.82	2.03	1.31
670.00	95.31	3.31	11.93	2.07	1.31
690.00	95.36	3.36	12.03	2.10	1.32
700.00	95.39	3.39	12.08	2.12	1.32
730.00	95.47	3.47	12.23	2.17	1.32
750.00	95.52	3.52	12.32	2.20	1.32
770.00	95.57	3.57	12.42	2.23	1.32
790.00	95.62	3.62	12.51	2.26	1.33
810.00	95.67	3.67	12.60	2.29	1.33
830.00	95.72	3.72	12.69	2.32	1.33
850.00	95.77	3.77	12.77	2.35	1.33

Tailwater Channel Data - 2700N/Carla Bridge

Tailwater Channel Option: Trapezoidal Channel

Bottom Width: 12.00 ft

Side Slope (H:V): 1.50 (:1)

Channel Slope: 0.0100

Channel Manning's n: 0.0220

Channel Invert Elevation: 92.00 ft

Roadway Data for Crossing: 2700N/Carla Bridge

Roadway Profile Shape: Constant Roadway Elevation

Crest Length: 50.00 ft

Crest Elevation: 101.00 ft

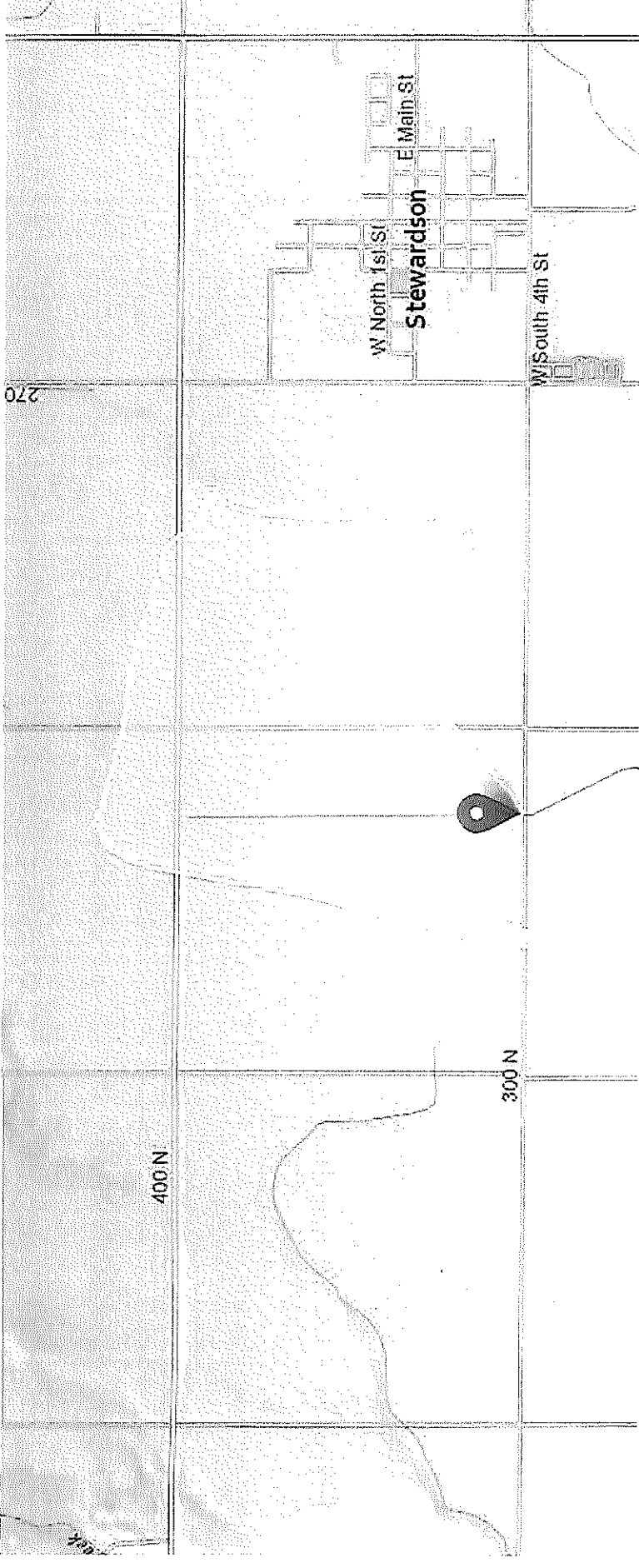
Roadway Surface: Paved

Roadway Top Width: 14.00 ft

Drains 702.08 Acres

StreamStats Report

Region ID: IL
Workspace ID: IL20240110165143050000
Clicked Point (Latitude, Longitude): 39.25924, -88.66108
Time: 2024-01-10 10:52:06 -0600



300 N

Collapse All

Statistic	Value	Unit
10-percent AEP flood	359	ft ³ /s
4-percent AEP flood	474	ft ³ /s
2-percent AEP flood	565	ft ³ /s
1-percent AEP flood	659	ft ³ /s
0.5-percent AEP flood	759	ft ³ /s
0.2-percent AEP flood	895	ft ³ /s

Peak-Flow Statistics Citations

Over, T.M., Marti, M.K., O'Shea, P.S., Sharpe, J.B. 2023, Estimating peak-flow quantiles for selected annual exceedance probabilities in Illinois (Report No. FHWA-ICT-23-014). Illinois Center for Transportation. (<https://doi.org/10.36501/0197-9191/23-019>)

➤ Bankfull Statistics

Bankfull Statistics Parameters [Interior Plains D Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.097	square miles	0.19305	59927.7393

Bankfull Statistics Parameters [Central Lowland P Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.097	square miles	0.200772	59927.66594

Bankfull Statistics Parameters [USA Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.097	square miles	0.07722	59927.7393

Statistic	Value	Unit
Bieger_P_channel_depth	1.88	ft
Bieger_P_channel_cross_sectional_area	21.7	ft ²
Bieger_USA_channel_width	12.8	ft
Bieger_USA_channel_depth	1.23	ft
Bieger_USA_channel_cross_sectional_area	18	ft ²

Bankfull Statistics Citations

Bieger, Katrin; Rathjens, Hendrik; Allen, Peter M.; and Arnold, Jeffrey G., 2015, Development and Evaluation of Bankfull Hydraulic Geometry Relationships for the Physiographic Regions of the United States, Publications from USDA-ARS / UNL Faculty, 17p. ([https://digitalcommons.unl.edu/usdaarsfacpub/1515?](https://digitalcommons.unl.edu/usdaarsfacpub/1515?utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&utm_medium=PDF&utm_campaign=PDFCoverPages))

➤ Maximum Probable Flood Statistics

Maximum Probable Flood Statistics Parameters [Crippen Bue Region 6]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.097	square miles	0.1	10000

Maximum Probable Flood Statistics Flow Report [Crippen Bue Region 6]

Statistic	Value	Unit
Maximum Flood Crippen Bue Regional	7450	ft ³ /s

Maximum Probable Flood Statistics Citations

Crippen, J.R. and Bue, Conrad D. 1977, Maximum Floodflows in the Conterminous United States, Geological Survey Water-Supply Paper 1887, 52p. (<https://pubs.usgs.gov/wsp/1887/report.pdf>)

- Non-Residential Water Demand
- Froelich Dam Breach Predictor Equations

• Roadway

- Horizontal Curves
- Vertical Curves
- Parking Lot Design
- Rural Intersections

• Structural

- Allowable Bearing Capacity
- Simple Beam - Uniform Load
- Simple Beam - Triangular Load
- Simple Beam - Load Increasing to Center
- Simple Beam - Concentrated Load
- Plastic Section Modulus
- Welded Wire Fabric
- Reinforcing Steel

Talbot's Formula	
$a = C * A^{3/4}$ <ul style="list-style-type: none"> a = Required section of waterway in square feet A = Drainage area in acres C = Talbot's coefficient 	
<u>Input Data:</u> Drainage Area = <input style="width: 80px;" type="text" value="702"/> Ac. Talbot's Coefficient = <input style="width: 80px;" type="text" value=".3"/>	<u>Results:</u> Waterway Area = <input style="width: 80px;" type="text" value="40.91"/> ft ² Pipe Size = <input style="width: 80px;" type="text" value="90"/> in.

Talbot's Coefficient

	Mountainous	Hilly Land		Rolling Land		Flat Land	
C =	1.00	0.80	0.60	0.50	0.40	0.30	0.20

Pipe Areas

Pipe Size Pipe Area
 12 Inch Pipe: 0.79 ft²

Per Section 6-501

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

STATE OF ILLINOIS
 County of Shelbyville, IL
 Road District of Prairie Township

To the County Board of Shelbyville County, Illinois

Per Section 5-501 of the Illinois Highway Code, the undersigned, Highway Commissione Prairie Township
 in said County, would respectfully requests:

Location: TR 366B at a point within SE 1/4 of Section 9, T9N, R5E, 3PM 2 mile South of Stewardson
 Replace a 7.5 foot tall by 16.5 foot Structure with a 10 foot DIA Steel Pipe Pipe : 10 foot DIA Steel Pipe =
 \$15,000.00 Labor, Eqipt. Mat'l = \$11,685.47 TOTAL = \$26,685.47


in said road district, which the road district is responsible.

The anticipated cost of the proposed project will t \$26,685.47 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 expensiv
 than is needed for the purpose required.

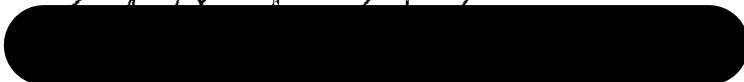
Date at Shelby Co. Highway Dept., this 29 day of FEBRUARY, 20 24


 Mike Kessler
 Highway Commissioner

Road and Bridge Committee Approval


The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by
Prairie Township, for the proposed project which has an anticipated cost \$26,685,
 which the county will provide one half of the expenses from the "County Bridge Fund".


This application is hereby accepted to on this 15 day of March, 20 24


 Road and Bridge Committee Chairman

County Board Approval

This application is hereby accepted to on this 14th day of March, 20 24


 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 PRAIRIE DRAINAGE STRUCTURE REPLACE

SUBJECT SE QUAD OF SECTION 9 (2700 E, 110 N)

DATE 2/27/2024

PREP. BY CRS

CHECK BY

SHEET 1 OF 1

ITEM: REMOVAL OF EXISTING STRUCTURE

	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 3 guys 2 days	48	\$23.59	\$1,132.32
Excavator Hours	16	\$147.70	\$2,363.20
Dump Truck Hours	16	\$50.51	\$808.16
Pickup Hours	8	\$17.25	\$138.00
Semi Tractor	8	\$63.41	\$507.28
Trailer - Low Boy	8	\$19.06	\$152.48

ITEM: PLACE PROP PIPE AND BACKFILL

	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 4 guys -1 days	32	\$23.59	\$754.88
Excavator Hours	8	\$147.70	\$1,181.60
Dump Truck Hours (x2)	16	\$66.13	\$1,058.08
Pickup Hours	2	\$17.25	\$34.50
Semi Tractor	1	\$63.41	\$63.41
Trailer - Low Boy	1	\$19.06	\$19.06

Material Cost:

10 Foot DIA Steel Pipe	40	FOOT	\$375.00	/FOOT	\$ 15,000.00
TRENCH BACKFILL (CA06)	120	TON	\$11.50	/TON	\$ 1,380.00
RR3	30	TON	\$21.75	/TON	\$ 652.50
GROUT	9	CUYD	\$160.00	/CUYD	\$ 1,440.00

Total Cost \$26,685.47
 Threshold = \$5721.92 Therefore ok

SCOPE OF WORK

- Scope of work to include:
- Remove Existing drainage structure
 - Install Proposed 10 FOOT DIA Steel Pipe

HY-8 Culvert Analysis Report

Crossing Discharge Data

Discharge Selection Method: Specify Minimum, Design, and Maximum Flow

Minimum Flow: 650.00 cfs

Design Flow: 700.00 cfs

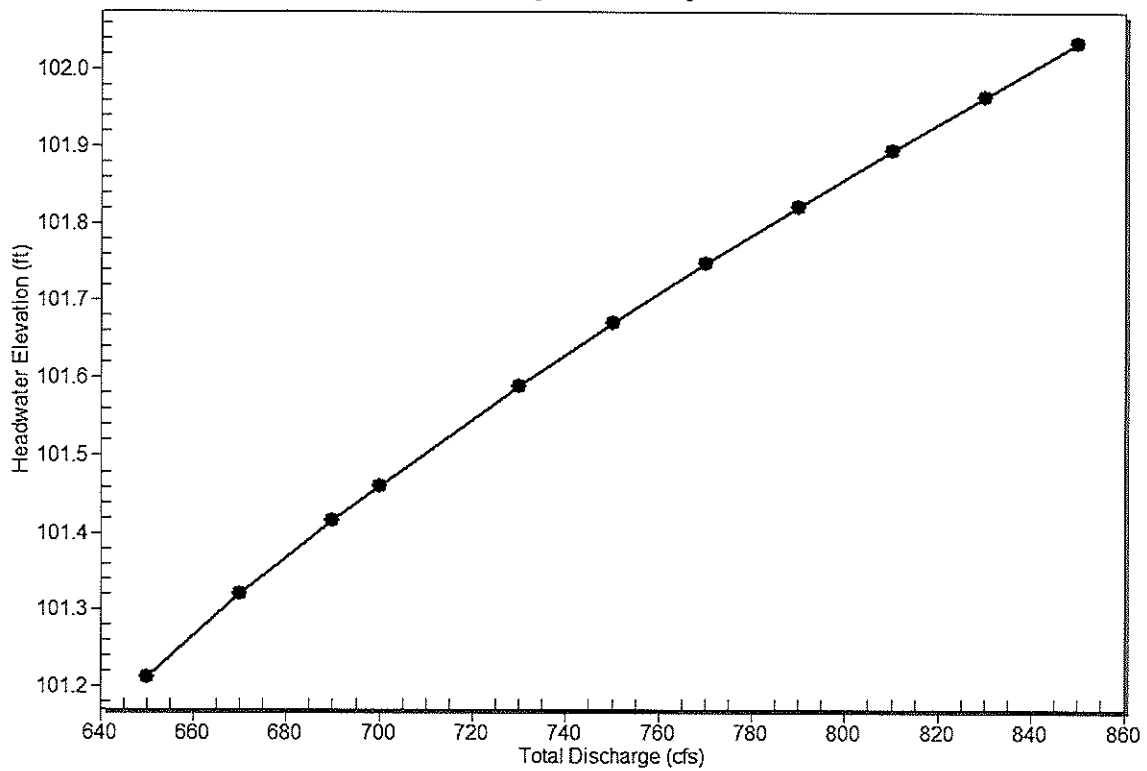
Maximum Flow: 850.00 cfs

Table 1 - Summary of Culvert Flows at Crossing: 2700N/Carla Bridge

Headwater Elevation (ft)	Total Discharge (cfs)	Culvert 1 Discharge (cfs)	Roadway Discharge (cfs)	Iterations
101.21	650.00	635.54	14.45	9
101.32	670.00	642.96	27.02	6
101.42	690.00	649.57	40.39	5
101.46	700.00	652.64	47.34	5
101.59	730.00	661.31	68.66	5
101.67	750.00	666.72	83.26	5
101.75	770.00	671.88	98.11	5
101.82	790.00	676.78	113.21	5
101.90	810.00	681.57	128.43	5
101.97	830.00	686.11	143.89	5
102.03	850.00	690.57	159.43	5
101.00	620.71	620.71	0.00	Overtopping

Rating Curve Plot for Crossing: 2700N/Carla Bridge

Total Rating Curve
Crossing: 2700N/Carla Bridge



Culvert Data: Culvert 1

Table 1 - Culvert Summary Table: Culvert 1

Total Discharge (cfs)	Culvert Discharge (cfs)	Headwater Elevation (ft)	Inlet Control Depth (ft)	Outlet Control Depth (ft)	Flow Type	Normal Depth (ft)	Critical Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
650.0 cfs	635.5 cfs	101.21	10.21	7.19	5- S2 n	2.99	5.45	4.44	3.26	16.16	11.82
670.0 cfs	642.9 cfs	101.32	10.32	7.28	5- S2 n	3.01	5.49	4.47	3.31	16.21	11.93
690.0 cfs	649.5 cfs	101.42	10.42	7.36	5- S2 n	3.03	5.52	4.50	3.36	16.26	12.03
700.0 cfs	652.6 cfs	101.46	10.46	7.40	5- S2 n	3.04	5.54	4.51	3.39	16.28	12.08

730.0 0 cfs	661.3 1 cfs	101.59	10.5 9	7.51 0	5- S2 n	3.06	5.58	4.5 5	3.47	16.3 4	12.23
750.0 0 cfs	666.7 2 cfs	101.67	10.6 7	7.57 8	5- S2 n	3.08	5.61	4.5 7	3.52	16.3 8	12.32
770.0 0 cfs	671.8 8 cfs	101.75	10.7 5	7.64 3	5- S2 n	3.09	5.63	4.6 0	3.57	16.4 2	12.42
790.0 0 cfs	676.7 8 cfs	101.82	10.8 2	7.70 5	5- S2 n	3.11	5.65	4.6 2	3.62	16.4 5	12.51
810.0 0 cfs	681.5 7 cfs	101.90	10.9 0	7.76 6	5- S2 n	3.12	5.68	4.6 4	3.67	16.4 9	12.60
830.0 0 cfs	686.1 1 cfs	101.97	10.9 7	7.82 4	5- S2 n	3.13	5.70	4.6 6	3.72	16.5 2	12.69
850.0 0 cfs	690.5 7 cfs	102.03	11.0 3	7.88 0	5- S2 n	3.15	5.72	4.6 8	3.77	16.5 5	12.77

Culvert Barrel Data

Culvert Barrel Type Straight Culvert

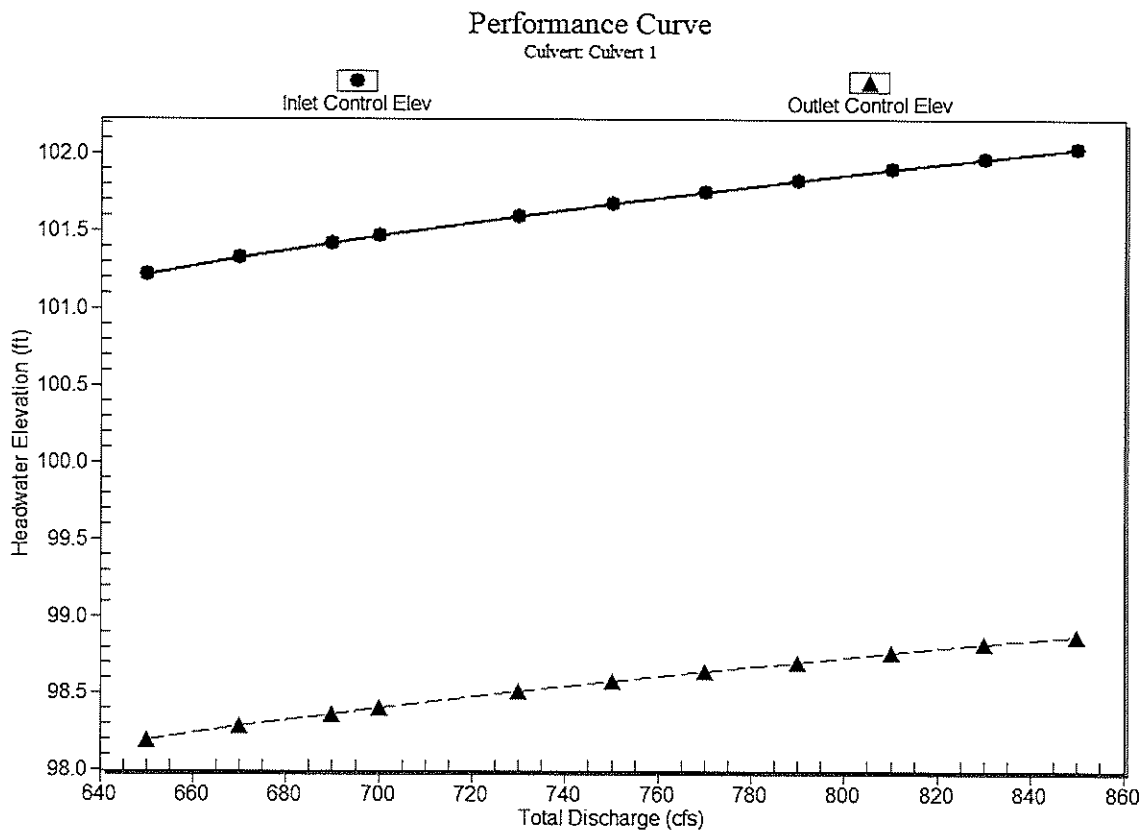
Inlet Elevation (invert): 91.00 ft,

Outlet Elevation (invert): 90.40 ft

Culvert Length: 40.00 ft,

Culvert Slope: 0.0150

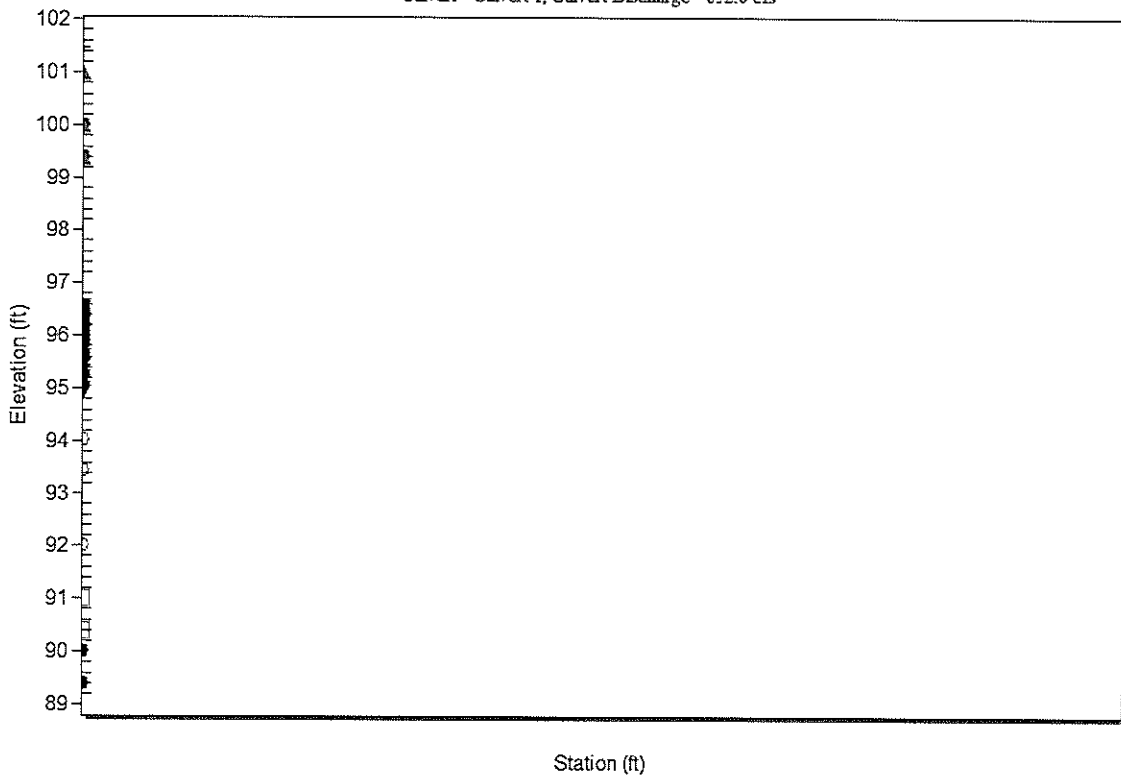
Culvert Performance Curve Plot: Culvert 1



Water Surface Profile Plot for Culvert: Culvert 1

Crossing - 2700N/Carla Bridge, Design Discharge - 700.0 cfs

Culvert - Culvert 1, Culvert Discharge - 652.6 cfs



Site Data - Culvert 1

Site Data Option: Culvert Invert Data

Inlet Station: 120.00 ft

Inlet Elevation: 90.00 ft

Outlet Station: 160.00 ft

Outlet Elevation: 89.40 ft

Number of Barrels: 1

Culvert Data Summary - Culvert 1

Barrel Shape: Circular

Barrel Diameter: 10.00 ft

Barrel Material: Concrete

Embedment: 12.00 in

Barrel Manning's n: 0.0110 (top and sides)

Manning's n: 0.0110 (bottom)

Culvert Type: Straight

Inlet Configuration: Thin Edge Projecting (Ke=0.9)

Inlet Depression: None

Tailwater Data for Crossing: 2700N/Carla Bridge

Table 2 - Downstream Channel Rating Curve (Crossing: 2700N/Carla Bridge)

Flow (cfs)	Water Surface Elev (ft)	Velocity (ft/s)	Depth (ft)	Shear (psf)	Froude Number
650.00	95.26	3.26	11.82	2.03	1.31
670.00	95.31	3.31	11.93	2.07	1.31
690.00	95.36	3.36	12.03	2.10	1.32
700.00	95.39	3.39	12.08	2.12	1.32
730.00	95.47	3.47	12.23	2.17	1.32
750.00	95.52	3.52	12.32	2.20	1.32
770.00	95.57	3.57	12.42	2.23	1.32
790.00	95.62	3.62	12.51	2.26	1.33
810.00	95.67	3.67	12.60	2.29	1.33
830.00	95.72	3.72	12.69	2.32	1.33
850.00	95.77	3.77	12.77	2.35	1.33

Tailwater Channel Data - 2700N/Carla Bridge

Tailwater Channel Option: Trapezoidal Channel

Bottom Width: 12.00 ft

Side Slope (H:V): 1.50 (1:1)

Channel Slope: 0.0100

Channel Manning's n: 0.0220

Channel Invert Elevation: 92.00 ft

Roadway Data for Crossing: 2700N/Carla Bridge

Roadway Profile Shape: Constant Roadway Elevation

Crest Length: 50.00 ft

Crest Elevation: 101.00 ft

Roadway Surface: Paved

Roadway Top Width: 14.00 ft

Plan Sponsor Reporting Requirement Deadlines

Drug and Healthcare Cost Reporting 2023 RxDC Reporting Due June 1st, 2024

Key Takeaways

1. Plan sponsors are required to report information regarding prescription drug and health care spending to the Department of Labor (DOL) annually on June 1st.
2. This will require collecting data from you as the plan sponsor, your Third-Party Administrator (TPA) and Pharmacy Benefit Manager (PBM)
3. RxDC reporting is due annually, 2023 reporting is due June 1st, 2024.
4. This healthcare and prescription spending reporting consists of 1 plan list file, 8 complex data files, and multiple narrative and supplemental files.

Background

The high cost of prescription drugs is a common source of frustration for plan sponsors and plan participants. Employers have made efforts to make prescription drug pricing, with its web of rebates, discounts and pricing mechanisms more transparent. Transparency could help address wide price variations, reduce healthcare waste and help individuals make informed choices about their healthcare spending.

Section 204 of the Consolidated Appropriations Act (CAA) tackles transparency in prescription drug pricing by requiring group health plans and health insurers to report a wide variety of information about their healthcare and prescription drug spending. These reports must include information about the impact of complex drug pricing mechanisms — rebates, fees and other remunerations paid by drug manufacturers — on premiums. The submission instructions require plans to report this information to the Centers for Medicare & Medicaid Services (CMS) annually.

Unfortunately, this reporting is complex and requires gathering data from multiple sources and then combining that data into the required formats and submitted to CMS directly. The new reporting requirement is particularly challenging for self-funded group health plan sponsors with multiple vendors and complicated plan designs. Sponsors of self-funded plans — especially those using carve-out and point-solution vendors to administer aspects of their health plans — must identify impacted vendors, coordinate their reporting, and verify that the reporting is complete and submit to CMS.

Next Steps

We have partnered with DrugCostReporting.com to assist us all through this process. They have an extensive background in working with ACA reporting compliance, NQTL Mental health parity analysis, as well as health and pharmacy claim analytics which positions them as a premier vendor. We have also negotiated what we have found to be the most affordable solution in the marketplace.

Plan sponsors may receive an email notification, which will contain instructions for them to provide necessary information to complete this reporting. The email will instruct you to either visit our designated portal to submit certain details about your company and plan information or ask you to fill out the required information via a spreadsheet. This is a CMS requirement to ensure your compliance. If your TPA/PBM can provide all information, portal access may not be necessary.

DrugCostReporting.com will then take this data and merge it with other information provided to us by your TPA as well as your PBM. Finally, our team will create the full reporting and report to CMS on your behalf ensuring you are in compliance with these regulations. You must opt into or out of this service offering by completing the below. Plan Sponsors should direct any questions to PS@healthcarereporting.com

2023 Year to be reported.

- Reporting due Jun. 1st, 2024
- \$1750 per plan sponsor
- You will be billed for this reporting on May 1st, 2024


The \$1750 fee is applicable to any group active with Consociate Health during the year, regardless of month/timing of onboarding.

If you would like to decline this service, please check the box:	
By declining services from DrugCostReporting.com, the plan sponsor accepts full responsibility for filing all reports to CMS on or before June 1 st , 2024, and annually thereafter in accordance with the CMS guidelines. Consociate Health shall not be held liable for lack of complete and or timely report submission in accordance with the CMS guidelines.	
<input type="checkbox"/> I understand the requirements and am partnering with another vendor to complete the required reporting.	
If you agree to the services provided by DrugCostReporting.com, please check the box:	
<input type="checkbox"/> I acknowledge and accept Drug Cost Reporting services and pricing. I approve Consociate Health to invoice the applicable fees as defined above.	
Please provide the following information for the Plan Sponsor's designated contact. This individual will receive access to the DrugCostReporting.com portal if necessary to complete plan sponsor information and requirements.	
Name: _____	
Title: _____	
Email: _____	
Phone: _____	

Company specific information

Company name:	Shelby County
---------------	---------------

I certify I am an authorized plan sponsor representative of the plan with the decision-making authority sponsor.

Signature of authorized representative:	
Name:	Robert Orman
Date:	March 14, 2024

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
RELATING TO ANIMAL CONTROL SERVICES**

This agreement is made and entered into this _____ day of _____, 2024 by and between the County of Shelby, State of Illinois, (hereinafter referred to as Shelby County) and the CITY/VILLAGE/TOWN/MUNICIPALITY of Stewardson State of Illinois (hereinafter referred to as the Municipality).

WHEREAS, the Municipality is in need of an animal control program; and

WHEREAS, Shelby County operates the Shelby County Animal Control Facility for the County of Shelby; and

WHEREAS, Shelby County and the Municipality desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, Shelby County and the Municipality agree as follows:

SECTION 1 – Purpose of Agreement

Municipality is in need of a location to store stray, abandoned or seized dogs. SHELBY COUNTY has a location available for the stray, abandoned or seized dogs to be stored. The purpose of this AGREEMENT is the furnishing of a location for the municipality to store stray or seized dogs pending adoption or euthanization and Animal Control Services.

- a. Generate funds
- b. Surrounding counties around Shelby County have been contracting for years
- c. Obtain new facility for entire County

SECTION 2 – Power and Authority

- a. The Municipality shall be responsible for all animal control enforcement within its borders if there is NO per capita contract in place. It shall be responsible for holding stray, abandoned or seized dogs for 48 hours and shall during that time period be required to attempt to locate and identify the owners thereof.

b. The Municipality, after storage of the dogs for at least 48 hours, shall be responsible for transporting all dogs seized to the Shelby County Animal Control Facility which is seized by that Municipality.

If you cannot transport a fee of \$ 25 will be billed to the Municipality.

Shelby County shall accept full responsibility for all dogs that have been placed by a representative of the Municipality within a cage or enclosure within the Shelby County Animal Control Facility with the required and completed paper work.

c. Shelby County shall attempt to find new homes for all dogs held at its facility for the Municipality. Shelby County shall hold dogs brought to its facility by the Municipality for a period of at least 7 days. Shelby County shall have the authority to euthanize any dog that remains within the facility after 7 days.

d. If a contract is in place, every Municipality shall designate a contact person who would call Shelby County Animal Control for assistance with stray, abandoned, or seized dogs. The representative shall be responsible for arranging transport and/or boarding for the dog with the Shelby County Animal Control.

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

f. Shelby County shall not be responsible for locating the owner of any dog that has been placed at the shelter for storage. The Municipality shall be responsible for keeping a list of all dogs brought to the shelter by date, type and identifying markings and the sex of the animal. The Municipality shall be responsible for all inquiries relating to dogs seized by its representatives.

SECTION 3 – Compensation and other Responsibilities

- a. The Municipality shall be responsible for compensating the County for boarding animals and/or animal control services.
- b. The Municipality shall have two options for payment, and shall inform Shelby County which option it chooses.
 1. The Municipality shall pay to Shelby County a total sum equal to two dollars (\$2.00) per capita based on the Municipality's population, as represented in the 2020 Census of Shelby County (see attached). Statements will be at the end of the calendar year and are due on March 1, 2025 and each year thereafter unless the contract has been void.

2. The Municipality shall pay a sum of \$ 100.00 per instance of animal control services used. Instance is defined as: any call received from the designated reporting authority in which Animal Control responds by traveling to the location of the complaint. If you cannot transport the dog to Shelby County Facility, a \$25 transport fee will be charged plus \$ 20 boarding fee. Statements will be sent the end of the calendar year and are due on March 1, 2025 and each year thereafter unless the contract has been void.
- c. Animal Control does not take responsibility for wild animals, i.e., raccoons, opossums, squirrels, deer or any other non-domestic animal. Same fees apply for cats.
- d. The Shelby County Animal Control Officer shall respond to calls regarding and pick up animals running at large within the town/village limits during regular operating hours of Monday through Friday from 8am to 3pm. Animal Controls response time will be by priority. Dog bite calls will have first priority. Shelby County Animal Control shall establish criteria for handling requests for service after regular operating hours.

SECTION 4 – Indemnification

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

SECTION 5 – Effective Date of Agreement

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

SECTION 6 – Termination of Agreement

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

IN WITNESS WHEREOF, this AGREEMENT has been duly signed in duplicate by the parties hereto.

Dated: _____

City/Village of _____, IL

By: _____

Mayor

Attest:

By: _____

City Clerk

Dated: March 14, 2024

Shelby County, ILLINOIS

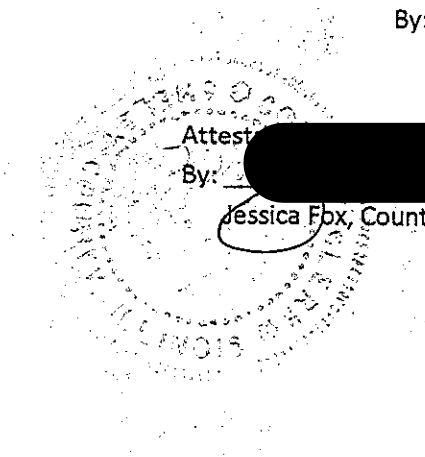
By: _____

County Board Chairman

Attest

By: _____

Jessica Fox, County Clerk – County of Shelby



INTERGOVERNMENTAL COOPERATIVE AGREEMENT

The Municipality of Stewardson, has chosen one of the following contract options (please mark with an X):

_____ \$2.00 per capita based on the Municipality's Population in the annual amount of \$ \$1,442.00 (see attached sheet for that amount).

Or

_____ \$100 per instance for Animal Control services which will be billed at the end of the calendar year.

By: _____
Municipality Official

Dated: _____

POPULATION OF SHELBY COUNTY

	2020 Census	2010 Census	2000 Census	1990 Census	1980 Census	1970 Census
Ash Grove Township	442	479	544	502	519	558
Big Spring Township	577	698	699	658	682	706
Clarksburg Township	385	401	378	371	367	387
Cold Spring Township	364	442	425	372	390	426
Dry Point Township	951	1,093	1,085	1,096	1,130	974
Flat Branch Township	420	443	463	438	510	449
Herrick Township	530	626	687	628	664	732
Holland Township	383	420	423	408	453	412
Lakewood Township	381	439	409	415	507	489
Moweaqua Township	1,931	2,003	2,110	2,001	2,130	1,931
Oconee Township	793	776	848	796	872	805
Okaw Township	871	927	857	914	888	723
Penn Township	83	107	118	136	176	198
Pickaway Township	168	179	193	203	252	263
Prairie Township	1,212	1,247	1,267	1,219	1,349	1,329
Richland Township	819	762	915	777	817	863
Ridge Township	456	427	454	512	542	597
Rose Township	1,947	1,848	1,789	1,799	1,812	1,365
Rural Township	306	339	327	354	363	384
Shelbyville Township	4,432	4,739	4,944	4,797	5,152	5,075
Sigel Township	726	826	788	738	781	737
Todds Point Township	463	441	501	496	561	585
Tower Hill Township	955	1,227	1,150	1,133	1,449	1,140
Windsor Township	1,395	1,474	1,519	1,498	1,557	1,461
TOTAL COUNTY	20,990	22,363	22,893	22,261	23,923	22,589
<i>Cowden Village</i>	515	629	612	599	623	537
<i>Findlay Village</i>	664	683	723	0	0	0
<i>Herrick Village</i>	358	436	524	466	470	537
<i>Moweaqua Village</i>	1,764	1,820	1,918	1,785	1,922	1,687
<i>Oconee Village</i>	141	180	202	201	240	218
<i>Shelbyville City</i>	4,674	4,700	4,971	0	0	0
<i>Sigel Town</i>	329	373	386	344	360	337
<i>Stewardson Village</i>	721	734	747	660	745	729
<i>Strasburg Village</i>	531	467	603	473	466	456
<i>Tower Hill Village</i>	485	611	609	601	715	683
<i>Windsor City</i>	1,079	1,187	1,125	1,143	1,288	1,126

RESOLUTION 2024-20

**RESOLUTION TO BLOCK THE USE OF VIDEO
STREAMING SERVICES FOR ENTERTAINMENT**

WHEREAS, the use of video streaming services for entertainment purposes has constricted Shelby County WiFi to such an extent that the bandwidth required for the otherwise seamless conduct of court proceedings and other county business is significantly hindered;

WHEREAS, it is expected that public servants should provide the services for which they are hired/elected while on duty for the taxpayer;

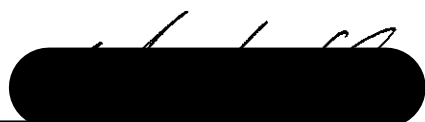
WHEREAS, the usage of entertainment video streaming services including, but not limited to Hulu, Netflix, Peacock, Prime, Max, ESPN, etc., or any name under which these or any other entertainment video streaming services might fall are deemed inappropriate for regular use during working hours;

WHEREAS, You Tube, Zoom, Google Meet and other platforms on which training may be conducted and/or conference call/virtual meeting services are not typically used for entertainment purposes and whose use will be necessary to conduct county business and functions,


WHEREAS, the Circuit Court and its connected offices, including, but not limited to Probation and the Sheriff's Department may need to gain access to and utilize, for the purposes of carrying out the duties associated with their offices, these or other video entertainment streaming services, the Court's and Sheriff's Department's authority to permit usage is recognized.

NOW, THEREFORE, BE IT RESOLVED, that Shelby County shall block all video streaming services for entertainment from the County WiFi except as authorized by the Court or the Sheriff's Department.

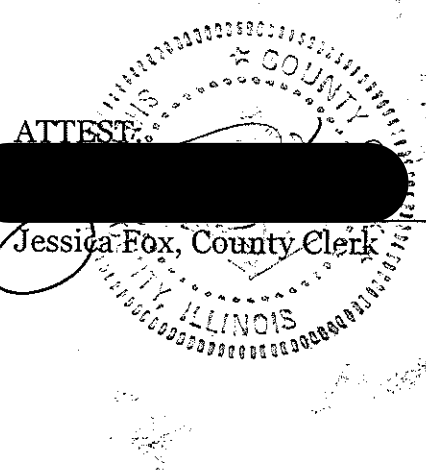
Approved by the Shelby County Board this 14th day of March, 2024.



Robert Orman, County Board Chairman

ATTEST


Jessica Fox, County Clerk



Resolution 2024-21

**RESOLUTION TO ALLOW FOR SECONDARY
WiFi FOR COURT SERVICES**

WHEREAS, in order to meet the Emergency Preparedness Plan designed by the Circuit Court,

WHEREAS, this secondary WiFi shall act as a fail over in case the primary internet goes down, thus allowing continued operations,

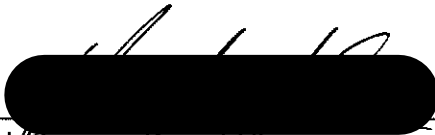
WHEREAS, this secondary WiFi shall act as a secondary point of access for court appointed public defenders, court appointed counsel and their clients separate from the court house's private network,

WHEREAS, cyber security is of essential importance to the safety of information, databases, and operations, the necessary firewall protections shall be installed,

WHEREAS, this measure is being undertaken for the reason of providing access to justice.

NOW, THEREFORE, BE IT RESOLVED, Shelby County shall contract a secondary internet service provider to install a secondary WiFi.

Approved by the Shelby County Board this 14th day of March, 2024


Robert Orman, Board Chairman

ATTEST:


Jessica Fox, Shelby County Clerk



Shelby County Fuel Policy

All equipment and vehicles owned and operated by the different departments within Shelby County will abide by the following while purchasing fuel.

Receipts for fuel purchases made at the Highway Dept. and WEX Card purchases shall be submitted along with that department's Monthly Statement to the Dept. Head and onto the County Clerk.

For purchases made with a personal credit card for reimbursement or with a County Credit Card receipt to fuel a County owned vehicle shall contain the following information:

1. Name of individual purchasing fuel
2. Year, make, model, last 4 digits of VIN # of vehicle being filled
3. Mileage or hours

County Highway Department is the Priority fueling station.

The Shelby County Airport is NOT to be used because of the following.

Jet Fuel-similar to diesel but does not have lubricating properties. This can cause premature engine failure.

AVGas-is a leaded fuel. This causes damage to modern exhaust systems. Generators, watercraft, and small engines may use AVGas as their properties are more conducive to the use of such fuel.

Approved by the Shelby County Board on March 14, 2024

March 8, 2024

NOTICE OF FINANCE COMMITTEE MEETING

The Finance Committee will meet at 4:30 PM on Tuesday, March 12, 2024, in Courtroom B of the Shelby County Courthouse.

Agenda

1. Call to Order
2. Approval of minutes – February
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 committee and Animal Control Fund not reviewed by their committee.
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
MAR 08 2024

Jessie Fox
SHELBY COUNTY CLERK

Shelby County Clerk - Jessica Fox

From: Shelby County District 9 - Cody Brands
Sent: Thursday, March 7, 2024 8:03 PM
To: Shelby County Clerk - Jessica Fox; sc545@scso87.org; Public Safety Committee; Shelby County District 5 - Annette Martin; Shelby County District 9 - Shawne Martz
Subject: March 11 2024 Public Safety Meeting
Attachments: download 14.pdf; Shelby Co Resoultion 2024.docx

Shelby County Public Safety Committee Meeting
Court Room A at 6pm. Shelby County Courthouse
March 11, 2024

1. Call to Order
2. Roll Call
3. Approve Minutes -vote
4. Stan Shutte- Migrant Resolution Discussion and Send to Full Board pending State Attorneys Review and Approval
5. Discuss and Vote to send to Full Board for approval- Stewardson IL/ Shelby County Animal Cotrol Intergovernmental Agreement.
6. Discuss and Vote to move Public Safety Committee meeting time from 6pm TO 5pm.
7. Approval of Claims submitted to this committee.
8. Sheriff Updates
9. EMA Updates
10. Animal Control Updates
11. Shelby County Dive Team Updates
12. Old Business
13. New Business
14. Public Body Comment
15. Adjournment

FILED
MAR 08 2024
Jessica Fox
SHELBY COUNTY CLERK

Shelby County Clerk - Jessica Fox

From: Shelby County Highway - Michael Tappendorf
Sent: Thursday, March 7, 2024 11:11 AM
To: Shelby County District 1 - Tim Brown
Cc: Shelby County Highway Admin - Wendy Gregory; Shelby County Clerk - Jessica Fox
Subject: Agenda Items

Tim,

Below are items that I would like to have on the agenda.

- Resolution of Action for Approval of Bid for Pugmill Letting. Money to come from FASM Account. Amount of actual cost to be at bid letting Monday at 9am.
- Resolution of Action for Approval of Amending the Ordinance of Shelby County to include Road Use Agreement.
- Resolution for Action of Approval of use of FASM of \$20,000 to pay for Preliminary and Construction Engineering for County Highway 3 Reconstruction.
- Resolution for Vacation of Subdivision Plat of Carruthers-Greesson Subdivision in Big Spring Township.
- Petition for 50/50 to construct drainage improvements in Ash Grove Township at the Southeast Quadrant of Section 34 in Ash Grove Township. (Intersection of 3405E/1500N). Total Cost is \$15,255, which 50% would be paid from County Bridge.
- Petition for 50/50 to construct drainage improvements in Pickaway Township at the Southeast Quadrant of Section 35 in Pickaway Township. (North of Intersection of 1645E/2175N). Total Cost is \$13,000, which 50% would be paid from County Bridge.
- Petition for 50/50 to construct intersection drainage improvements in Todds' Point Township at the intersection of 2050E and 2300N. Total Cost is \$19,968.25, which 50% would be paid from County Bridge.
- Petition for 50/50 to construct drainage improvements in Prairie Township on 2700 E Road, North of 100 N Road. Replacement with 10' diameter Steel tank car. Total Cost is \$26,685.47, which 50% would be paid from County Bridge.
- Petition for 50/50 to construct drainage improvements in Prairie Township on 300N Road 2 Miles West of Stewardson. Replace with 10' diameter Steel tank car. Total Cost is \$26,731.47, which 50% would be paid from County Bridge.

Thank you,

Michael Tappendorf, P.E.
Shelby County Engineer
Phone:(217) 774-2721
Email: shelbycohwy@shelbycounty-il.gov

FILED
MAR 07 2024
Jessica Fox
SHELBY COUNTY CLERK

February 2, 2024

Discus

NOTICE OF FINANCE COMMITTEE MEETING

FILED
MAR 12 2024
Jenii Jox
SHELBY COUNTY CLERK

The Finance Committee will meet at 4:30 PM on Tuesday, February 6, 2024, in Courtroom B of the Shelby County Courthouse.

Agenda

1. Call to Order - Present: Clay Hardy, Tad Mayhall, Martha Firnhaber, Don Tate (chaired the meeting), Teresa Boehm, Sonny Ross
Absent: Mark Bennett
Don called the meeting to order at 4:34 pm.
2. Approval of minutes – January – Don Tate made motion to accept minutes, Clay seconded. No discussion. Passed unanimously.
3. Public Body Comment - none
4. Review and discussion committee policy, if needed. - skipped
5. Deborah Dunaway / Supervisor of Assessments –
* Discuss the billing of Shelby County Townships, where Township Assessor is vacant, and work was completed for tax year 2023 (payable 2024)
Discussion regarding how best to determine what to charge.
Need to bill for 2023 year. Need to have a plan for how to charge to recoup costs to have consistency in charging moving forward.
Have in house hours and field hours.
Is there a statute that dictates WHO determines if the entire township/county assessments are going to be done all at once every 4th year or do 25% of the parcels every year.
For 2023 the best answer may be to charge the townships based on what the township would have paid the assessor/data collector had they had one and then come up with a plan for moving forward.
Debbie will put together the list of charge per township and get to Jeremy Williams for review and approval by Legislative to send to full board.
2024 moving forward determine an hourly charge and track hours per township plus the mileage to charge back.
6. Discussion and vote to make recommendation to County Board for approval: For which the County Board would submit a bill to the Township Board of Trustees for reasonable cost incurred by the Supervisor of Assessment to complete Township Assessors duty and be approved by the Finance Committee for claims.

The issue discussed in #5 will go to the Legislative Committee so no action on item #6.

7. Review claims (invoices) submitted for payment by County Departments from General Fund, Special Fund accounts not reviewed by the Road/Bridge committee and Animal Control Fund not reviewed by their committee.
 - Consolidated Phone Bill – amending from \$4,171.74 to \$4,411.50 for addition State’s Attorney office Consolidated Phone Bill in the amount of \$239.76. We had the SA phone bill but it was not included in the total.
 - Discussed with Sheriff McReynolds a missing Ace Hardware receipt for \$21.99 and the coversheet requesting payment for \$320.41. Ace Invoice was \$342.40. Sheriff McReynolds advised to pay the \$320.41 as shown on the coversheet and he initialled.
 - Shared the RD McMillen bill and the \$15 “Min.Order Fee” with Sheriff McRyenolds as an FYI.
 - Public Defenders office had some sales tax charged and the approved amount for pay was reduced by the sales tax amount.
 - A typo on a Probation bill – Tad contacted Heather and it was corrected.
 - State’s Attorney – bill for Lakeview had sales tax – reduced the payment by the sales tax amount.
8. Discussion and vote to make recommendation to County Board for approval to pay claims reviewed by the Finance Committee.

Tad moved to pay all bills as amended per above. Sonny seconded. Passed unanimously.
9. Adjournment Don moved at 6:24 pm, Clay seconded. Passed unanimously – meeting adjourned.

By Committee Chairman,
Mark Bennett

Shelby County Public Safety Committee Meeting
Court Room A at 6am. Shelby County Courthouse
March 7th, 2024

1. Call to Order
2. Roll Call
3. Approve Minutes -vote
4. Blaine Meadows from Centrica Business Solutions- discuss courthouse window project.
5. Discuss and Vote to send to Full Board for approval- Stewardson IL/ Shelby County Animal Control Intergovernmental Agreement.
6. Discuss and Vote to move Public Safety Committee meeting time from 6pm TO 5pm.
7. Approval of Claims submitted to this committee.
8. Sheriff Updates
9. EMA Updates
10. Animal Control Updates
11. Shelby County Dive Team Updates
12. Old Business
13. New Business
14. Public Body Comment
15. Adjournment

FILED
MAR 05 2024
Jessie Cox
SHELBY COUNTY CLERK

Shelby County Board Legislative Committee Agenda

3/5/24

Courtroom A-6:30pm

- 1. Roll Call**
- 2. Recommendation to send to Full County Board the resolution blocking video entertainment streaming services on county WiFi**
- 3. Recommendation to send to Full County Board the resolution to separate WiFi services (Public and Courthouse/Network)**
- 4. Discussion and vote on County Records Policy**
- 5. Discussion and vote on County Time Keeping Policy**
- 6. Discussion and vote on County Fuel Policy**
- 7. Public Comment**
- 8. Approval of 1/2/23 Minutes**
- 9. Adjournment**

FILED
MAR 01 2024

Jessie Cox
SHELBY COUNTY CLERK

Shelby County Clerk - Jessica Fox

From: Kenneth Schwengel <kschweng@mac.com>
Sent: Tuesday, March 5, 2024 8:16 AM
To: Fox Shelby
Subject: Board of Review

Caution! This message was sent from outside your organization.

Jessica,
Good morning. Please accept this email as my official notification of my resignation from the Shelby County Board of Review.

If any additional steps are needed please let me know.

Thank you,
Kenny Schwengel

Sent from my iPhone

FILED
MAR 05 2024
Jessica Fox
SHELBY COUNTY CLERK

Chairman Oman and County Board,


I am writing about the Ambulance Subsidy Tax that was collected on our Property Taxes. The Windsor Area Ambulance Service has not received any payments from this since November of 2022. It is my understanding that there was a freeze put on this.

The voters of Shelby County passed a Referendum on this tax several years ago. This tax was collected for 2022 with the Property Taxes we paid in 2023 but has not been distributed. I believe as a voter that this money that was collected should have been distributed for the purpose it was collected for.

If you are not going to distribute this money to the Ambulance Services, what are you going to do with it? Do you realize how much it would cost the County to send this money back to the Tax Payers?

I would like my tax money to go to the account it was collected for.

Thank you for your consideration in this matter.


Windsor, IL 61957

FILED
MAR 07 2024

Jessie Cox
SHELBY COUNTY CLERK

Shelby County Clerk - Jessica Fox

From: Shelby County District 7 - Sonny Ross
Sent: Wednesday, March 13, 2024 3:17 PM
To: Full County Board; Shelby County Clerk - Jessica Fox
Subject: Correspondence

PLEASE DO NOT REPLY ALL

Good afternoon,

Regarding the recent correspondence from Linda Voris, Mayor of Windsor, where she expressed her concerns about the County Ambulance Tax and how these funds were distributed; because that falls under Public Safety, and because I am from Windsor, the PSC requested that I reach out to her. I did that today.

I did my best to address all of her concerns and answer her questions.

Linda Voris was disheartened that those funds were not being paid to the various Ambulance services that are operating in Shelby County. She asked that I bring her position on the issue to the full board. Ms. Voris strongly believes that the funds collected need to be paid to the services. She does not think that a refund to the tax payers is the right thing to do with those funds.

I explained that this is an issue that the Public Safety Committee will be addressing in the near future.

PLEASE DO NOT REPLY ALL

Let me know where I can help-
Sonny Ross
District 7