

May 7, 2024

**SHELBY COUNTY BOARD MEETING AGENDA**

**May 9, 2024 – 7:00 P. M.**

**Courtroom A – Shelby County Courthouse**

1. Call to Order-Pledge of Allegiance - Prayer
2. Roll Call
3. Discussion and vote to approve minutes from:
  - A. April 11, 2024 board meeting
  - B. April 22, 2024 emergency board meeting
4. Announce vacancy in the office of Shelby County State's Attorney due to the resignation of Robert Hanlon effective May 10, 2024
5. Discussion and vote to approve the appointment of Ruth Woolery as Shelby County State's Attorney
6. Sandra Earp – Discussion on Wind and Solar Ordinance with additional amendment
7. Discussion and vote to approve amendments to the Zoning Ordinance as recommended by the Zoning Board of Appeals on April 25, 2024
8. Jesse McCluskey – County U of I Extension Director – Annual presentation to County about U of I extension services offered
9. Discussion and vote to approve the annual FY 2025 agreement between the Shelby County Board and the U of I Extension office for continued financial support
10. Michael Tappendorf, County Highway Engineer – Highway report and Discussion and vote on approval of the following items:
  - A. Resolution to approve engineering agreement with Civil Design Inc to assist in the structural design, hydraulic study, and all other necessary items for the reconstruction of struct 087-3195. Estimated cost will be \$38,395 of which Township Bridge (State) will pay 80% of the design cost, County Bridge and Townships will be responsible to share the remaining 10% each
  - B. Resolution to approve engineering agreement with Gonzalez Companies LLC, to provide engineering, design, and other items for the reconstruction of railroad crossings at roads 1975E, 1900E, 1750E intersecting with Union Pacific Rail in Okaw Township. Estimated designs costs are \$70,500. Construction and engineering costs will be 100% reimbursable by the ICC post construction
  - C. 50/50 petition to construct drainage improvements by Penn Twp Highway Commissioner (CR 1700W, ½ miles N of Co Hwy 21) estimated costs is \$4,992.56 to be shared between the county and the township
  - D. 50/50 petition to construct drainage improvements by Lakewood Township Road Commissioner (CR 1650E, just S of 700N), estimated cost is \$8,894.52 to be shared between the county and the township
11. Discussion and vote to approve budget amendment resolution for the Circuit Clerk's office for acceptance of \$46,530.05 in grant funding from the AOIC Technology grant
12. Discussion and vote to approve the Resolution authorizing execution and amendment of the Downstate Operating Assistance Agreement
13. Discussion and vote to approve the updated Title VI policy required by the Rural Transportation grant

14. Discussion and vote to approve a Shelby County Americans with Disabilities Act Policy for the Rural Transportation Grant
15. Discussion and vote to approve lease agreement between CEFS and Shelby County for the maintenance facility located at 1505 W. S. 1<sup>st</sup> in Shelbyville from July 1, 2024 – June 30, 2029
16. Discussion and vote to approve Stu Fox to farm the county farm (Fox will provide equipment and manpower at no cost to county. Seed beans are donated, county would pay for chemicals, estimated costs are \$23,468.17)
17. Discussion and vote to approve estimated chemical costs for county farm for \$23,468.17
18. Discussion and vote to approve to enter into an agreement to place the county farm into a government CRP program (Dallas Glazik – representative)
19. Discussion and vote to approve resolution authorizing the sale of the county farm and all necessary steps to effectuate the sale of the county farm
20. Discussion and vote to approve to cash lease the county farm and advertise for bids
21. Discussion and vote to receive bids for cover crop for the county farm
22. Discussion and vote on mowing county farm/cemetery and bid process
23. Committee Reports
24. Chairman Updates
25. Chairman Correspondence
26. Chairman Appointments –  
Tim Brown - Farm Committee  
Doug Keenan - Legislative Committee
27. Old Business
28. Approval of Claims
29. Public Body Comment
30. Adjournment

Please silence cell phones during the Board meeting.

**Prayer is given by board member Don Tate**

**SHELBY COUNTY BOARD MEETING**  
**May 9, 2024 – 7:00 P.M.**

**Video archive of this board meeting at shelbycounty-il.gov under You Tube**

The Shelby County Board met on Thursday, May 9, 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. Those present said the Pledge of Allegiance and the prayer was given by board member Don Tate.

County Clerk Jessica Fox called the roll. Martin and McCormick were absent. Martz was tardy entering the meeting at 7:50 PM.

Minutes for the April 11, 2024, meeting were presented for approval. Nelson made motion to approve the minutes. Firnhaber seconded said motion, which passed by voice vote (18 yes, 0 no).

Minutes for the April 22, 2024 emergency meeting were presented for approval. Tate made motion to approve the minutes. Hardy seconded said motion, which passed by voice vote (18 yes, 0 no).

Orman reminded board members to only speak when recognized and informed the public in attendance that if anyone became disruptive, unruly, vulgar, or loud, he would call the vote to have those persons removed from the meeting.

Chairman Orman announced a vacancy in the office of Shelby County State's Attorney due to the resignation of Robert Hanlon effective May 10, 2024 at 4:00 PM.

Shelby County resident and Board of Appeals member Sandra Earp addressed those in attendance about concerns folks should be aware of related to wind energy, solar energy, and CO<sub>2</sub> pipelines. Earp shared her views on wind/solar energy, said many easements for wind/solar have already been recorded in Shelby County, and discussed problems associated with these types of energy systems which can impact health, agriculture, roads, and have potential negative financial impacts to the local taxing districts and property owners. Earp shared a Facebook page called Protect Shelby County IL folks can ask to join to learn more facts on the impact of wind/solar energy. (Information from Earp attached to these minutes). Earp also encouraged the board to combine the planning commission and zoning board of appeals.

Scott McKee, Zoning Administrator requested approval for a resolution to amend portions of the Zoning Ordinance as recommended by the board of appeals following their meeting on April 25, 2024. These three changes include no permit fees for agricultural purposes, no fees shall be assessed for permits to repair property damaged because of a disaster, and the final amendment deals with road use agreements.

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

Due to a communication error U of I Cooperative Extension Director Jesse McCluskey was not in attendance to give her report on the services offered. Wallace made motion to approve the annual U of I extension agreement for FY 2025 in the amount of \$79,618. Mayhall seconded said motion, which passed by roll call vote (18 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Mayhall, Morse, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

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

County Highway Engineer Michael Tappendorf reviewed his monthly department report previously emailed to the board members on what the department has been busy with the past month. (Dept. report attached to these minutes).

Tappendorf presented for board approval a resolution to approve an engineering agreement with Gonzalez Companies, LLC to provide engineering, design, and other items for the reconstruction of railroad crossings at roads 1975E, 1900E, 1750E intersecting Union Pacific Rail in Okaw Township. Estimated design costs are \$70,500. Construction and design costs will be 100% reimbursable by the ICC post construction.

Brown made motion to approve the resolution. Williams seconded said motion, which passed by roll call vote (18 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Mayhall, Morse, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

A 50/50 petition from the Penn Township Road Commissioner was presented for approval to construct drainage improvements at County Road 1700 W, ½ mile north of Co Hwy 21. Estimated costs are \$4,992.56 and will be shared equally between the Township and the County.

Brown made motion to approve the petition. Firnhaber seconded said motion, which passed by roll call vote (18 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Mayhall, Morse, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

The final 50/50 petition presented for approval was from the Lakewood Township Road Commissioner to construct drainage improvements on County Road 1650E, just south of 700N. Estimated costs are \$8,894.52 and will be shared equally between the township and the county.

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Brown made motion to approve the petition. Wallace seconded said motion, which passed by roll call vote (18 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Mayhall, Morse, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

A resolution to amend the Circuit Clerk's budget for the Technology Grant Expense line item in the amount of \$46,530.05 was presented for approval. Edwards made motion to approve the resolution, Firnhaber seconded said motion. Judge Ade-Harlow spoke about the budget amendment request and what this grant can be used for. The AOIC is offering these technology modernization grants so Courts can make upgrades to equipment in Courtrooms. This money has a specific purpose and can only be spent on AOIC approved expenditures. The grant money is tracked to the specific item and to the specific penny, these expenditures are approved by the AOIC, and what isn't spent must be returned. This grant is being used to update computers for various Zoom related issues in the Sheriffs, Public Defenders, Probation, as well as the Circuit Clerk's offices. The money comes in after the budget year has been approved, so this line item in the budget needs to be amended for payment of the expenditures that have been made. The money was received by the County in April and must be put towards expenditures by July. It was suggested to the Judge by Chairman Orman to put the money in the budget if they think they will get grant funds. Judge Ade-Harlow said she was hesitant to do that as she does not know what she will receive, or what she will need, and there is no way for her to predict or what she will spend, and she doesn't feel this would be clear for people who are looking at the budget to see and she doesn't want the budget to be questioned.

Edwards motion, Firnhaber's second to amend the Circuit Clerk's budget passed by roll call vote (17 yes, 1 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Mayhall, Morse, Nelson, Ross, Shuff, Tate, Wallace, and Williams. Nay: Orman.

A resolution for the downstate operating assistance agreement was presented for approval. This is a new item just added by the state for grant approval, which the board previously approved. Edwards made motion to approve the resolution. Brown seconded said motion, which passed by voice vote (18 yes, 0 no). (Orman read the resolution to those in attendance, and it is attached to these minutes).

Other items on the agenda related to public transportation were not available to be presented at this time.

Edwards made motion to approve a 5-year lease agreement between CEFS and Shelby County for the Maintenance facility located at 1505 W. S. 1<sup>st</sup> St. in Shelbyville. This lease agreement will run from July 1, 2024 – June 30, 2029. Firnhaber seconded said motion, which passed by voice vote (18 yes, 0 no).

At this time, Chairman Orman informed those present he would skip to #19 on the agenda, which was the farm sale resolution, and bypass other farm related items on the agenda. Williams made motion to approve the resolution to authorize the sale of the county farm. Bennett seconded said motion. A very lengthy discussion on the sale of the county farm was held. (Full discussion can be found at the county website under You Tube).

A summary of the discussion included:

Brown speaking in support of not selling the farm ground, once it is gone, its gone and this farm has future opportunities it can be used for. Brown said he felt the county would squander the cash and that cash deflates, dirt inflates. Brown stated he felt selling the farm ground was "not a good idea." Cole asked Williams if this was the same resolution previously tabled at a farm committee meeting in September 2023. Williams said it was not the same, but similar. It was asked why the farm committee was being circumvented? Chairman Orman said any board member can put items on the agenda they choose to, the committee is a managerial committee and an opinionated thing, Orman said the argument of the committee could be "debunked" fairly quickly.

Martz entered the meeting at 1950.

Williams stated he would like to speak to some things Brown had said. Williams stated the board has not fought over the 4.2 million in ARPA funds the county has received. Williams stated this board has a history of not fighting over money. Williams stated he was probably on more acres in a year than anyone in the room. Less than 1% of acres he has on have power lines running through them. Since this ground already has a power line running through the idea that another line could go through is insignificant in his opinion. Williams also addressed the timing of the resolution is due to the best time to part with farm ground is late July or August and there is a process that will have to take place in time for the most ideal season to sell farm property. Williams was asked if legal counsel had reviewed the resolution. Williams said he had legal review in August of 2023 and again recently to make sure everything in the resolution was entirely legal. Boehm stated since we will have new legal counsel at 4:01 PM on May 10 why we wouldn't have our new legal counsel review this document? Boehm asked why we are in such a big hurry to push this through? She also asked why the board didn't hold a referendum and let the voters decide and let the people who elect the board speak about the future of the farm. Boehm also said she didn't think anyone on the board had the legal knowledge of how this should proceed, and she felt it should be given to the new State's Attorney for review instead of trying to hurry up and push this through. Orman stated attorney's can "render opinions on the legality of an action, the term of "seller convey is completely in black and white and a one liner in statute," and ILCS 1049.1 & 2 is 2 paragraphs, a point 1 and a point 2 and both of them are there and an attorney will tell you, you can act on both of them because they are there. Orman said we have discussed for 4 years now the constitutionality of this whole situation. Both 1049.1 and 2 have lease in them and must still meet a public purpose. Orman had said several times that public transportation is a classic example of public funds for public purpose. Orman

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said crop share and custom farm and are fundamentally the same. Neither of these options meet the requirements of the investments act and that is right up front. They do not meet any of those criteria. However, funds being put into an interest-bearing account do meet the investment act criteria. Orman also said he appreciated the words of wisdom the board receives in emails, but the board did not declare this unconstitutional, the AG did in an opinion rendered in the 1970's. The State sets forth an investments act which tells us how to invest money. Income being a public purpose was struck out of the language of the bill before it hit the Senate floor for 1049.1/2. Since this farm ground is not tax exempt that makes it clear it is not public purpose. Orman said the board can't take everything to the ballot that the board doesn't clearly see the constitutionality of. Orman said his vote is to end it, be done with it, move the funds into a legal investment and move on. Bennett said he agreed with Orman, but he wanted to express on the business side of things. This ground would sell for approximately 2 million and those funds put into an interest-bearing fund (Bennett asked Treasurer Firnhaber what the current interest rate was - 4.5 for a 3 year CD). Bennett figured on a 4% and said the county could collect \$40,000 a year in interest. In the past when this ground was leased, it brought \$200.00/acre, although it realizes cash rents have gone up. Bennett asked those how many present owned farm ground, how many are of the opinion the farm ground should not be sold, how many people that sell farm ground after they receive the funds from the sale, still have an income from that farm ground. The county will still receive tax dollars if we sell the ground, when the county farms themselves, they have to pay the taxes. Bennett again asked Treasurer Firnhaber what the taxes were per acre, Firnhaber responded taxes were approximately \$8,000 on the county farm. Bennett said the taxes equated to about \$40.00 an acre, plus the county would generate \$88,000 a year from interest. Bennett said by the time the ground is farmed the county we will not be receiving an income from the farm due to expenses, and from a business sense, it is not the same.

Boehm made motion to table, seconded by Morse, which failed by roll call vote (8 yes, 11 no). Ayes: Boehm, Brown, Cole, Edwards, Martz, Mayhall, Morse and Wallace. Nays: Amling, Bennett, Firnhaber, Hardy, Keenan, Nelson, Orman, Ross, Shuff, Tate and Williams.

Orman reminded the public this is a discussion of the board and the next person to speak out of line, he would call the vote to have them removed.

Williams stated this was a business decision and discussed the various stream of revenue that would benefit the county if this ground is sold, by means of sales tax, real estate tax and the ability of the county to invest the funds the sale would bring. Orman stated wages in this county are rising and were covered by ARPA but will be coming out of the General Fund shortly. The county has already been warned by 2025 they could be insolvent. The interest the county could receive on this fund investment will help stretch out the revenue stream. The county would accept sealed bids for the sale of this ground, which would be difficult to manipulate. Any and all bids can be rejected by the county board and the board has the right to refuse the sale of the ground to a foreign national. Brown reminded the board they were elected to represent their constituents and he has never received one phone call telling him the county needs to sell the farm. Mayhall said he was also called by a Shelby County voter from his district informing him of a conversation that had taken place that several board members have been discussing the sale of the farm. Much of what Mayhall was told, is information that has been repeated at this meeting this evening. Mayhall also questioned if the county would be responsible for capital gains. The Department of Revenue doesn't have enough information to be able to provide him an answer. Mayhall said the board's roll is not to determine what is constitutional or legal. Mayhall stated the board does have the responsibility to seek legal advice and base decisions on that guidance or let the courts tell us what is legal and not rush to sell a treasured part of county history unnecessarily. Mayhall said no other county in Illinois has had to endure this contentious topic regarding their farm ground. Mayhall is asking for a declaratory judgement from the new State's Attorney. Orman said many board members have done much research on this issue regarding the farm ground. Nothing can meet the muster of what it takes for the county to operate a farm. Orman stated they have had discussions with auditors, and they can find nothing that we would have to pay taxes on the income from the sale of the farm. Orman doesn't have that in writing, however. Mayhall is asking for definitive answers and is asking for a pause. Orman said he has given it 4 years. Mayhall said there is no rush for this just because some people think we can't farm it, let the new SA give us a judgement but we do not have to rush to that today.

Mayhall made motion to table based on new information about potential capital gains. Boehm seconded said motion. Motion to table once again failed (9 yes, 10 no). Ayes: Boehm, Brown, Cole, Edwards, Hardy, Martz, Mayhall, Morse and Wallace. Nays: Amling, Bennett, Firnhaber, Keenan, Nelson, Orman, Ross, Shuff, Tate and Williams.

Cole said she was opposed to sealed bids and this ground should be sold at a live auction so this ground can be sold for what it is worth. Williams said he would like the Chairman to start calling the vote for disruption from the public. Williams also said he was told by legal counsel that the county would not be subject to capital gains, or property tax if we are using the property for tax exempt purpose, but we don't know about the income tax. Williams said the board has struggled with this issue since February 2020 and did a visual aid with strips of paper.

Orman made motion to have Jake Cole removed, approved by voice vote (15 yes, 4 no – Boehm, Cole, Mayhall and Morse).

Boehm once again said this board has a responsibility to do what they were elected to do, and once again asked why the new State's Attorney could not look this over and why the decision must be made tonight.

Bennett said a few of his constituents were here and a lot of his constituents have contacted him and asked why so much time was spent on the farm and they disagree with farming the ground, but they

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won't show up and speak because they are tired of those who do speak being badgered and ridiculed. Bennett said he takes into consideration that his rural area is not in favor of this continuing.

Morse thanked Brown for this support of keeping the farm. Morse said this was part of our history and we should be stewards of it and make it work. Morse said we need to keep the ground. Williams said he thought the history point might come up, and as a student of history and he has done a little research on the history of the farm. Orman said once again asked the gallery to not speak over members of the board. Williams said he has read horrible things that happened at the poor farm, living conditions were deplorable and horrific, the old house for the insane and all its abominable remained. A report was made to the General Assembly after a change in management and things in the house for the insane were still abominable. Williams said the history of the poor farm is not tied to whose name is on the title and the history is not tied to growing corn, beans, and wheat.

Calls for the vote were made. Williams asked for disruptive influences to be removed. Cole asked if the board could change nothing on the resolution before it's voted on and said they sealed bids should be changed to live auction. Cole said she thinks the resolution should be amended to call for a live action instead of sealed bids. There was something on the resolution about the cemetery that should also be discussed. Boehm asked why the board doesn't go through the resolution. Calls from the public were made to table the resolution which Orman said failed twice. Ross and Williams asked Orman to get the gallery in order and remove disruptive influences from the meeting. It was asked if the resolution could be gone through the resolution line by line.

Hardy spoke about the dying man who talked him into running for county board who was one of his customers. Hardy said his parents used to drive him past the poor farm on Sunday drives in the 60's and his mom would tell him stories about the poor farm. Hardy also spoke about the constitutions of the USA and the State of Illinois, which tell people of the boundaries the government. Hardy said the rights of the people are under attack by the Governor of Illinois. Hardy said he hoped that local people who don't want to see the farm sold can go together and buy it. Hardy said he hoped the poor farm could be much more beneficial than it is now and showed pictures of the Christian County poor farm. Hardy said private people do a lot better than the government at taking care of things. Hardy repeated a quote from James O'Keefe that ask what is your price, if your price is not your life, you are for sale.

Ross made motion to call the vote. Bennett said he also called the vote before Cole made any amendments to the resolution. Orman said he was going to read the entire resolution and then call the vote. Orman read the resolution, which is attached to these minutes.

Williams motion to sell the county farm, seconded by Bennett passed by roll call vote (12 yes, 7 no). Ayes: Amling, Bennett, Firnhaber, Hardy, Keenan, Martz, Nelson, Orman, Ross, Shuff, Tate and Williams. Nay: Boehm, Brown, Cole Edwards, Mayhall, Morse and Wallace.

Williams made motion to approve the board to allow the farm committee to receive bids for a cover crop for the farm. Mayhall seconded said motion, which passed by voice vote (19 yes, 0 no). Discussion was held regarding the cover crop. The costs involved, the purchase of the cover crop, the hiring of a farmer to plant the cover crop, it will still cost the county money to plant a cover crop. Appointments to the Farm committee were also discussed. Point of order was called by Ross, as the discussion of a cover crop. Mayhall asked why the Farm Committee can't just be given the power to accept bids, since the farm resolution had not gone back through the committee? William's motion, seconded by Mayhall passed by voice vote (19 yes, 0 no).

A vote was taken to remove Beleena Boehm from the meeting. Majority voted aye by voice. The Sheriff asked Boehm to exit the courtroom due to the use of profanity, being disruptive, it was also stated she threatened elected officials.

Tate made motion to accept bids for mowing the county farm cemetery. Tate seconded said motion. Williams stated at the April farm meeting had submitted a bid to mow the cemetery, that was below the threshold, but Williams was hesitant to accept due to the person being related to a sitting elected official and he didn't want to give the appearance of nepotism. The ditches and waterways will also need to be mowed. It was asked if the Sheriff would be in charge of this item since he is in charge of county maintenance. Orman made motion to table and send back to committee. Williams seconded said motion, which passed by voice vote ( 19 yes, 0 no).

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

Airport committee member Cole reported a fly in/drive in/pancake breakfast was held at the Airport on May 4. They had 30 airplanes come in and served about 250 people. A commemorative airplane was flown to the Airport from a museum in St Louis. It was a great event and well attended.

Public Safety Chair Mayhall said the Sheriff had signed the contract for the windows and the project was underway. Centrica had been at the courthouse a few times to look things over as they prepare for the project. The Dive Team had a recovery mission a couple of weeks ago, unfortunately for a recovery. Mayhall stated our team has such skill sets and compassion for the victim's family and Mayhall said it was very emotional to see it firsthand. The Effingham Dive Commander said our team exhibits a great amount of compassion for all involved in these difficult circumstances.

Legislative Chair Williams asked why the time keeping policy didn't make the agenda. Clerk Fox explained she was out of the office the day the agenda and policy were sent and didn't realize it was to be added to this month's agenda.

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Under Chairman updates, Orman stated a draft audit report should be received either tomorrow May 10, or Monday, May 13. Orman stated the full board should receive the draft report but reminded everyone until it is approved and ratified by the board the draft audit cannot be FOIA'd.

Chairman Orman requested approval of the following appointments:

Ruth Woolery, as Shelby County State's Attorney. Boehm said she wanted a roll call vote taken for this appointment. Roll call vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martz, Mayhall, Morse, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

Woolery will be sworn in at 4:01 on May 10. Cole presented a letter presented written by Woolery apologizing for not attending tonight's meeting and thanking the board for appointing her to fill the unexpired term of the State's Attorney position. Woolery also stated she would be happy to give a legal opinion regarding the county farm once she is sworn into office.

Ross called for point of order and expressed concern that there was not a motion and a second for the appointment of Woolery as Shelby County State's Attorney, as the appointment of an office head is not normally an appointment of the Chairman. Tate asked if this appointment wasn't the duty of the Republican Central Committee Chairman to make the appointment. Orman stated the appointment was the responsibility of the board chair with advice and consent of the board. Williams reiterated that the board rules state the Chair shall appoint all committees with advice and consent of the board.

Ross made motion to approve the appointment of Woolery as Shelby County State's Attorney. Morse seconded said motion, which passed by voice vote (19 yes, 0 no).

Tim Brown to the Farm Committee. Motion by Williams, seconded by Cole, passed voice (19 yes, 0 no).

Doug Keenan to the Legislative Committee. Motion by Firnhaber, seconded by Williams, passed by voice vote (19 yes, 0 no).

Wallace made a motion to approve the payment of claims. Martz seconded said motion. Finance Chair Bennett said he would like to amend the claims to include a payment of \$1,040 to ColorArt for 6,500 AP checks, and a payment of \$87.13 (less tax of 3.54) to Full Throttle for the Rescue squad for a chain saw repair. Ross seconded said motion to amend the claims, which passed by voice vote (19 yes, 0 no).

A bill for payment to Denise Amborziak in the amount of \$1,073 for lodging and training from September 2023 was held from payment until receipts are submitted on a motion by Bennett, seconded by Ross, with all voting aye by voice (19 yes, 0 no).

Wallace's motion to approve payment of claims, with Martz's second, passed by roll call vote (19 yes, 0 no). Ayes: Amling, Bennett, Boehm, Brown, Cole, Edwards, Firnhaber, Hardy, Keenan, Martz, Mayhall, Morse, Nelson, Orman, Ross, Shuff, Tate, Wallace, and Williams. Nay: none.

Cole wished to discussion item #16 (Stu Fox farming the county farm). A cover crop was not approved last month but sent back to committee. Cole stated the county would receive revenue from the sale of seed beans which have been donated, but once those beans are sold, that creates revenue for the county. Insurance would be roughly \$800, but if the crop fails, the county is still guaranteed \$100,000. Chairman Orman said the county would still have to pay \$23,468.71 for the chemicals. Orman said item 19 to sell the farm negates item number 16, Fox to farm the farm.

At this time Chairman Orman called for Public Body Comment:

Wallace left the meeting at 9:50 PM.

Public comments/opinions expressed are summarized as follows:

Agenda not being followed in order as per Robert's Rules  
Much public input/comments regarding board action to sell the County Farm  
Request for legal opinion and ISP investigation into county issues  
Why the State's Attorney does not attend meetings

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

Brown made motion to adjourn until the next regular meeting to be held on June 13, 2024. Nelson seconded said motion, which passed by voice vote (19 yes, 0 no) and the meeting was adjourned at 10:50 PM.

  
Jessica Fox  
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

May 9, 2024 REGULAR MEETING

		ROLL CALL			QUESTIONS									
			5/9/2024	/ /2024	U of I ON MOTIONS TO 79,618.-		Gonzalez ON MOTIONS TO		50/50 ON MOTIONS TO Penn		50/50 ON MOTIONS TO LoKewood		Circuit Clerk ON MOTIONS TO budget amendment	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	AMLING, CLARK	44	✓		✓		✓		✓		✓		✓	
	BENNETT, MARK	34	✓		✓		✓		✓		✓		✓	
	BOEHM, TERESA		✓		✓		✓		✓		✓		✓	
	BROWN, TIM	41	✓		✓		✓		✓		✓		✓	
	COLE, CAROL	0	✓		✓		✓		✓		✓		✓	
	EDWARDS, JULIE		✓		✓		✓		✓		✓		✓	
	FIRNHABER, MARTHA	0	✓		✓		✓		✓		✓		✓	
	HARDY, CLAY	20	✓		✓		✓		✓		✓		✓	
	KEENAN, DOUG		✓		✓		✓		✓		✓		✓	
	MARTIN, ANNETTE	44	A											
	MARTZ, SHAWNE		1950											
	MAYHALL, TAD	14	✓		✓		✓		✓		✓		✓	
	MCCORMICK, HEATH		A											
	MORSE, TIM	0	✓		✓		✓		✓		✓		✓	
	NELSON, LORI	54	✓		✓		✓		✓		✓		✓	
	ORMAN, ROBERT	34	✓		✓		✓		✓		✓		✓	✓
	ROSS, SONNY	24	✓		✓		✓		✓		✓		✓	
	SHUFF, MITCHELL	10	✓		✓		✓		✓		✓		✓	
	TATE, DON	40	✓		✓		✓		✓		✓		✓	
	WALLACE, BRENT	50	✓		✓		✓		✓		✓		✓	
	WILLIAMS, JEREMY		✓		✓		✓		✓		✓		✓	

Martz tardy - 1950



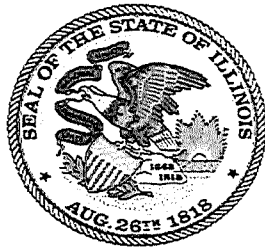
STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

May 9, 2024 REGULAR MEETING

		ROLL CALL			QUESTIONS									
		MILEAGE	/ 2024 P.M.	/ 2024 P.M.	Table sale ON MOTIONS TO of farm		Table sale ON MOTIONS TO of farm		Sale the ON MOTIONS TO County Farm		Woolery ON MOTIONS TO as	State's Attorney	Pay the ON MOTIONS TO Claims	
COUNTY BOARD MEMBERS					AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	AMLING, CLARK	44				1		1	1		✓			✓
	BENNETT, MARK	34				2		2	2		✓			✓
	BOEHM, TERESA				1		1			1	✓			✓
	BROWN, TIM	41			2		2			2	✓			✓
	COLE, CAROL	0			3		3			3	✓			✓
	EDWARDS, JULIE				4		4			4	✓			✓
	FIRNHABER, MARTHA	0				3		3	3		✓			✓
	HARDY, CLAY	20				4	5		4		✓			✓
	KEENAN, DOUG					5		4	5		✓			✓
	MARTIN, ANNETTE	44			—		—		—		—			—
	MARTZ, SHAWNE				5		6		6		✓			✓
	MAYHALL, TAD	14			6		7			5	✓			✓
	MCCORMICK, HEATH				—		—		—		—			—
	MORSE, TIM	0			7		8			6	✓			✓
	NELSON, LORI	54				6		5	7		✓			✓
	ORMAN, ROBERT	34				7		6	8		✓			✓
	ROSS, SONNY	24				8		7	9		✓			✓
	SHUFF, MITCHELL	10				9		8	10		✓			✓
	TATE, DON	40				10		9	11		✓			✓
	WALLACE, BRENT	50			8		9			7	✓			✓
	WILLIAMS, JEREMY					11		10	12		✓			✓



**Robert T. Hanlon, State's Attorney**  
**Shelby County State's Attorney's Office**  
301 East Main Street  
Shelbyville, IL 62565

April 26, 2024

The Honorable Judge Amanda Ade-Harlow  
Resident Circuit Judge  
301 East Main Street  
Shelbyville, Illinois 62565

Re: Resignation From The Office of State's Attorney


Dear Judge Ade-Harlow:

In assessing the remainder of my term of office, and assessing the alternative opportunities available to me, I have made the decision to resign as Shelby County State's Attorney. Please accept this letter as my resignation from the Office of Shelby County State's Attorney. My resignation will be effective on May 10, 2024 at 4:00 p.m.

In my college years, I spent several summers here in central Illinois. Like then, my recent time here in Shelby County has me marvel at the beautiful sunsets that regularly occur here. The power and beauty of the sunsets with the sun's rays bouncing off the clouds are truly remarkable. So too are the people that I have had the distinct pleasure of working with here in the State's Attorney's Office. The bright rays of light include not only you, but also Ms. Elizabeth Dobson (Special Prosecutor/Special Assistant State's Attorney), Mr. Brad Rau (an exceptional attorney and Public Defender), all of the judges, as well as each of my Assistants, amongst others. It is my hope that these bright rays of truth and fairness continue to shine upon the people of Shelby County. My departure is merely another type of sunset, and I will rise to a new chapter in my life.

Recently, I was asked about my experiences here in Shelby County serving as the State's Attorney. My initial response was that the role of State's Attorney has been one of significant self-reflection. Explaining further, I commented about the plight of defendants and the difficulty at times fulfilling the role of an arbiter of justice. During my term of office, I made it my personal objective to personally know the facts of each felony case and to try to understand the reasons for the individual's crime or the facts supporting a defendant's innocence.

Justice continued to be served here in Shelby County during my administration. While I rarely comment about accomplishments or provide public comment about specific cases, the


**FILED**  
APR 26 2024  
  
**SHELBY COUNTY CLERK**

following chart demonstrates by objective measurement the State's Attorney's Office's performance over the last several administrations.

State's Attorney	Months in office	Felony Convictions	Felony Convictions per month	Number of IDOC Sentences	IDOC per mo	Sentenced to Probation	Sentenced to Probation per mo	Total Fine Revenue Generated	Crime Stoppers Revenue
Robert T. Hanlon	14.5	164	11.71	67	4.79	97	6.93	\$254,504.05	\$26,569
Nichole Kroncke	26	190	7.31	82	3.15	108	4.15	\$ 185,956.00	\$2,510
Gina Vanderhiede	48	347	7.23	127	2.65	220	4.58	Not Available	N/A
Source: JIMS Prosecutor / Public Records									

Although the above chart is filled with numbers, each number is comprised of human lives, tragedies, harm to society and various failures. I do not relish that I was required by my oath to advocate sending individuals to prison. I did so as my oath commanded. I will continue to pray for those who are incarcerated to receive the power of redemption and experience forgiveness. In closing, I wish the people of Shelby County all the best in their future endeavors.

Respectfully,

  
Robert T. Hanlon



STATE OF ILLINOIS  
**OFFICE OF THE CHIEF JUDGE**  
FOURTH JUDICIAL CIRCUIT

CHAMBERS OF  
**DOUGLAS L. JARMAN**  
CHIEF JUDGE

**Jaime S. Warren**  
Trial Court Administrator  
**Rebecca A. Schulte**  
Court Reporter Supervisor

May 8, 2024

COURTHOUSE  
221 SOUTH 7<sup>th</sup> STREET  
VANDALIA, IL 62471  
OFFICE: 618-283-2030  
FAX: 618-283-9741

Counties of:  
Christian, Clay, Clinton  
Effingham, Fayette, Jasper  
Marion, Montgomery, Shelby

***Sent via Email***

Bobby Orman  
Shelby County Board Chairman  
301 E. Main St.  
Shelbyville, IL 62565

Re: Shelby County State's Attorney

Dear Mr. Orman:

Please be advised Shelby County State's Attorney Robert T. Hanlon has turned in his resignation effective May 10, 2024.

Accordingly, please find enclosed a request for filling the State's Attorney vacancy signed by a majority of the Circuit Judges of this circuit, requesting that the vacancy be filled by you and the County Board as provided by statute.

Please contact me with any questions.

Cordially,

Douglas L. Jarman  
Chief Judge

DLJ:jw  
Enc.

**FILED**  
MAY 09 2024

SHELBY COUNTY CLERK

**STATE OF ILLINOIS  
FOURTH JUDICIAL CIRCUIT  
SHELBY COUNTY**

**REQUEST FOR FILLING OF STATE'S ATTORNEY VACANCY**

Pursuant to 55 ILCS 5/3-9008 (b), we, constituting a majority of the Circuit Judges of the Fourth Judicial Circuit, do hereby request the Shelby County Board to fill the vacancy in the Shelby County State's Attorney's Office, which will occur on May 10, 2024. The vacancy shall be filled as provided in the election code and some competent attorney shall be appointed to perform and discharge all the duties of a State's Attorney in Shelby County. Such appointment and all authority thereunder shall cease upon the election and qualification of a State's Attorney at the next general election.

Such attorney so appointed shall possess all the powers and discharge all the duties of a regularly elected State's Attorney under the laws of the State of Illinois and shall be paid by the County he/she serves the same compensation as provided by law for the State's Attorney of Shelby County, apportioned as to the time of service.

DATED: May 6, 2024

*[Handwritten signatures and names, partially obscured by black redaction bars]*

*[Handwritten signatures and names, partially obscured by black redaction bars]*

**FILED**  
MAY 09 2024

*[Redacted signature]*  
SHELBY COUNTY CLERK

Exhibit "A"

FORD COUNTY, ILLINOIS, GOV

REVISED MAY 24, 2023 RES 23-49

Sunset Provision

STANDARDS FOR WIND ENERGY CONVERSION SYSTEMS

Should the Illinois Supreme Court find P.A. 102-1123 invalid or should an Illinois Appellate Court find P.A. 102-1123 invalid, and that declaration is not appealed to the Illinois Supreme Court or the Illinois Supreme Court declines to hear an appeal of the Appellate Court's finding, the text of this amendment shall be stricken and the text adopted by the Ford County Board on September 13, (OCTOBER 14<sup>th</sup>) 2021, which is attached hereto as "Exhibit A" shall be reinstated and shall govern Wind Energy Conversion Systems in Ford County. SHELBY

Any Special Use Permits issued under this amended ordinance shall be governed by the terms of this amended ordinance regardless of any reversion to the language of Exhibit A as set forth above.

Join planning committee + zoning together - Scott McKee's GREAT INPUT!

"DE NOVO" legal term - CHANGE board's "DECISION"... out legal FEES

HB 4422 INTRODUCED BY JASON BUNTING  
RETURN COUNTY CONTROL OVER THESE TURBINES + "GREEN ENERGY"

FACE BOOK page :  
PROTECT SHELBY COUNTY IL

please ask to join... lots of facts.

## **WIND FARM CRISIS**

Audible Noise -turbines generate noise that is often described as a 'sswish,swish,swish' sound. Many things generate background noise. For example: refrigerators generate approximately 2-40 decibels (db) and washing machines 40-80db. Unlike your own appliances, however, the operation of turbines is much louder and outside your control....often 24-7.

Inaudible Infrasonnd-generated by the vibration of the turbine towers, the severity of the infrasonnd depends on many things like the wind speed, topography, height and manufacturer of the turbine, and proximity to other turbines. The infrasonnd that emanates from turbine towers can cause windows to vibrate and has been reported to cause sleep deprivation, headaches, and other health related issues. Experts say the audible noise is obnoxious and wearisome, but the infrasonnd is likely more dangerous to humans and animals.

Shadow Flicker-at various times of the year the sun shining on a rotating turbine casts a distracting, strobing silhouette. Beyond being a disturbing nuisance, this flicker can cause psychological stress, trigger epilepsy, or exacerbate motion sickness for people who suffer from vertigo.

Ice Throw- it's a real thing. The tips of the blades are rotating at 170 to 200 mph and ice build-up on the blades can travel quite a distance, creating hazardous conditions.

Property values-Residents living within the footprint of wind turbines have experienced a drop in property value anywhere from 20 to 50%. Some have abandoned their homes. The significant inconveniences noted above are what make those homes in or near the footprint less attractive.

Agricultural Problems-Illinois has some of the most productive acreage in the United States. Agricultural production and the related industries dependent on agricultural production are a huge contributor to Illinois' economy. Agriculture suffers greatly from the presence of IWF. Irreplaceable soil is lost forever.

Valuable drainage systems are damaged and the installation of new drainage systems is all but prohibited. The long term safe and efficient use of the navigable airspace by aircraft above these IWF, drastically needed by agricultural production, is violated and lost. Efficient production practices are hampered. The use of current technological advances (GPS) are impeded and future technological advances may not be able to be used. Property adjoining or near these IWF is subjected to these same issues.

Doppler Radar Interference-The National Oceanic and Atmospheric Administration (NOAA), an American scientific agency within the United States Department of Commerce, has cited several issues with wind farms disrupting Doppler radar. In December 2018 a tornado bore down on Christian County Illinois resulting in devastating damage. That same evening, Macon County lost track of the storm for 8-9 minutes giving meteorologists the mistaken impression that the storm weakened. Local media revealed that the Maroa wind farm caused interference. Thankfully the tornado did not touch down in Macon County.

Decommissioning Costs-The useful life of a turbine is 15 to 20 years. Taking them down is expensive... estimates are around \$500,000 per turbine. The likely abandonment of these wind farms may occur leaving our landscape cluttered with turbines... look at all the abandoned oil well sites in Illinois and other states.

Wildlife Destroyed-Bats, Bald and Golden Eagles, migratory birds of all kinds and local bird populations are destroyed.

Residents Rights Violated-Residents within the IWF's footprint and those residing near an IWF footprint are denied their right to safe, quiet and unrestricted use of their property. Cities and towns have the legal right to restrict the establishment of IWF within a distance of 7,920 feet from their city/ or town. Residents within or near a IWF are entitled to the same rights!

What does society receive in return for all of these problems; machines that are only 40% efficient, CO2 produced during the manufacture, installation and operation of these machines and an economic adventure that will never pay for itself. Establishment of these IWF would not occur if it was not for the government's production credits and subsidies.



The evidence is present throughout the world. We should learn from Germany. They are one of the first countries to jump on the false idea that IWF are green and should be subsidized by governments (tax payers). Stop this madness as they have done.

## WIND FARM TALKING POINTS

**HEALTH** Health problems associated with industrial wind turbines have been reported worldwide for a number of years. The conditions that are present with every industrial wind turbine; shadow flicker, constant flashing red lights all night and continual infrasound and low frequency sound when the turbines are operating are not just annoying, they are harmful to the health of area residents. The World Health Organization in 2018 recognized that the following health problems are associated with industrial wind turbines; sleep deprivation, hearing loss, tinnitus and stress, and increased changes in blood pressure and heart health.

### **FINANCIAL**

Industrial wind is not economical. They are supported by tax payers in the form of grants and tax incentives. Cost is no object. The State of Illinois has mandated power companies must comply with a time table requiring the increasing use of renewable energy produced in Illinois regardless of the cost. Consumers not only pay for the development of these uneconomical wind farms but will pay for operation of these wind farms for the next 40 to 50 years regardless of the cost.

Property values in and around wind farms take a big hit. When a wind farm is built the assessed value of residences in and around the wind farm stay the same. However, when these residences are sold, they are discounted in value as a result of the wind farm.

School funding from the state will be reduced as a result of the increased tax generated by the wind farm.

Economic benefits resulting from the construction of the wind complex will be short term. Many of the workers will not be local. Lodging and restaurant businesses in other communities will benefit the most. The staff involved in the operation and maintenance will be small. They may live outside the county. Major repairs will require workers living outside the county.

The economic benefits the industrial wind developers throw out are not guaranteed, they are estimates. The largest portion of the revenue the county will receive will occur in year one in the form of fees which will not be paid in the future. The tax revenue the county will receive in the following years is very small.

The state recently removed from individual townships the ability to establish zoning requirements that would protect the residents' rights at the self determination of their local property rights.

#### AGRICULTURE

Problems with; loss of productive farm ground, drainage, aerial application, removal of turbine and associated equipment, inefficient production practices, control of a wind farm participants owners adjoining property, control of non-participation owners farm property, farm wells, previous generations have protected the land wind turbines do not and the list goes on.

#### DECOMMISSIONING COSTS

Industrial wind promoters say funds will be available to remove the turbines when they are no longer useable. No one can predict/guarantee there will be sufficient funds available for removal in the next 5 years. What about the end of the leases in 40 to 50 years? The blades cannot be recycled. Bankruptcies and a paper trail of sales of the wind farm can occur. A situation worse than the State of Illinois' problem with abandoned oil fields will probably occur.

#### COMMUNITY

#### DEVELOPMENT

The communities of Moweaqua and Assumption are currently in the process of promoting their cities as a great place to live and work. The existence of a wind farm will be a detriment to these efforts.

#### LONG TERM

Wind farm promoters flash \$\$\$ around like it is a no brainer. They never talk about the long-term consequences. The 40 - 50-year leases will affect at least the next 3-4 generations. Will these future generations look back and think WHAT THE HELL WERE OUR ANCESTORS THINKING! Many counties and townships in Illinois have learned the hard way about the negative consequences associated with wind farms. The citizens of Shelby County will also learn the hard way if the county board does not utilize these other areas experiences and establish sufficient regulations regarding industrial wind in the county.

#### SUMMARY

The existing industrial wind in Illinois and the epidemic rate of the establishment of additional wind farms is nothing but a scam. Wind farms in Illinois are not economical, they would not be in existence if tax payers were not funding them thru government grants and tax incentives. Electric customers continue to support their inefficient (only 35-40-%), noneconomical operation in the form of increased electric charges. This wind farm is not about what is best for the residents of Shelby County. Rather, it is about those NOT residing in Shelby County, the state of Illinois or the country (some of the companies involved are foreign owned).

Amendments for May 9<sup>th</sup> 2024

1. Waiver of fees for Agricultural purposes. This is something my office has already been doing, but there isn't any text in our ordinance regarding the subject. I felt adding this would clarify the matter for any future Zoning employees or Zoning Board of Appeals members.
  - I. Amendment to Article 1 subsection 6, A. (1) - Add to the end of (1) "Additionally, in conjunction with 55 ILCS 5/5 -12001, permits with respect to the erection, maintenance, repair, alteration, remodeling, or extension of buildings or structures used or to be used for agricultural purposes shall be issued free of charge." Source 55 ILCS 5/5 - 12001
  - II. Amendment to Article 2 subsection 10, adding paragraph 7 - "permits with respect to the erection, maintenance, repair, alteration, remodeling, or extension of buildings or structures used or to be used for agricultural purposes shall be issued free of charge."
2. Waiver of permitting fees for property damaged by weather or other disasters. Again, this is State Statute that isn't in our ordinance and I think it needs to be clarified.
  - I. Article 1, subsection 6, paragraph 8 Amendment - "Except, no fee shall be assessed for permits, inspections, or certifications of occupancy for construction, reconstruction, alteration, repair, movement to another site, removal, or demolition of a manufactured home, building, dwelling, or structure, either commercial or residential, damaged as a result of a disaster, emergency, weather event, or for any reason deemed warranted in the interests of public safety, welfare, and recovery of the community by the County Board." Source 55 ILCS 5/5 12001.3
3. Now that the County Highway Department has a Road Use Agreement, I want to add it as a requirement to obtain a Permit for Solar and Wind Energy Facilities. This is one of the few protections the State of Illinois allows us to have regarding Commercial Solar and Wind, both of which we will be seeing a lot of in the next few years. There's already a meteorological tower in Strasburg, which is a required step for commercial windmills. On the recommendation of Michael Tappendorf, I plan to do the same for Transmission lines at the June meeting if it passes the Zoning Board of Appeals.

- I. Wind - Article 2 subsection 16 E (2) - Add L - "Any Wind Energy Facility shall produce proof of entering into a road use agreement with the Shelby County Highway Department and the road district with which the proposed facility will reside."
- II. Solar - Article 2 subsection 16 ½ E (2) - Add I - "Any Solar Energy Facility shall produce proof of entering into a road use agreement with Shelby County Highway Department and the road district with which the proposed facility will reside."

**Resolution Number:** 2024-30

**WHEREAS** amendments to the Zoning Ordinance of Shelby County have been presented by the Zoning Administrator and said amendments were referred to the Shelby County Zoning Board of Appeals for public hearing at its meeting on April 25th, 2024, and the Zoning Board of Appeals recommended such amendments be approved by the Shelby County Board; and

**WHEREAS** 55 ILCS 5-12, grants authority to County Boards to regulate and restrict location and use of structures; and

**WHEREAS** the Zoning Ordinance of Shelby County, No. 05-05 provides for the setting of certain fees to be charged by and paid to Shelby County for various zoning applications, permits and appeals; and

**WHEREAS** 55 ILCS 5/5-12001 Provides that permits with respect to the erection, maintenance, repair, alteration, remodeling or extension of buildings or structures used or to be used for agricultural purposes shall be issued free of any charge; and

**WHEREAS** 55 ILCS 5/5-12001.3 Provides that a county board, by resolution, may waive any fees or costs associated with a permit, inspection, or certification of occupancy required by law for construction, reconstruction, alteration, repair, movement to another site, removal, or demolition of a manufactured home, building, dwelling, or structure, either commercial or residential, damaged as a result of a disaster, emergency, weather event, or for any reason deemed warranted in the interests of public safety, welfare, and recovery of the community by the county board; and

**WHEREAS** 55 ILCS 5/5-12020 Provides guidelines for a road use agreement between a road district or other unit of local government relating to a commercial wind energy facility or a commercial solar energy facility; and

**WHEREAS** after due consideration, it is the determination of the Shelby County Board that such amendments be made to the Zoning Ordinance of Shelby County

**NOW, THEREFORE, BE IT ORDAINED** by the Shelby County Board that the Zoning Ordinance of Shelby County, Illinois be amended as follows:

1. Article 1, §6, A. (1) Shall read as follows: "Within the Jurisdictional Area no structure or improvement or use of land may be altered, changed, placed, erected or located on platted or unplatted lands, unless the structure, improvement or use, and its location, conform with this ordinance, and an Improvement Location Permit for such

structure, improvement or use has been issued. It is hereby declared that the intent of the permit requirements of the ordinance shall not prevail with respect to buildings and uses which are clearly incidental to agricultural operations; however, buildings and structures for agricultural uses shall conform to the building setback line requirements of this ordinance. Additionally, in conjunction with 55 ILCS 5/5 -12001, permits with respect to the erection, maintenance, repair, alteration, remodeling, or extension of buildings or structures used or to be used for agricultural purposes shall be issued free of any charge.

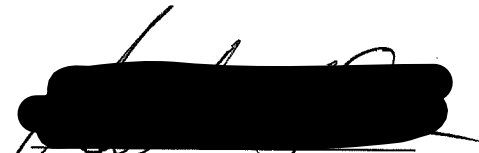
The Zoning Administrator shall issue an Improvement Location Permit upon written application, when the proposed structure, improvement or use and its location conform in all respects to this ordinance. Improvement Location Permits issued by the Zoning Administrator shall be effective for a period of one (1) year from and after its date of issuance, and if the proposed structure, improvement or use has not been completed or reasonable progress has not been made towards completion, the applicant must re-apply for a new Improvement Location Permit.”

2. Article 2, §10, B. Shall have a 7<sup>th</sup> Paragraph that reads as follows:  
“Permits with respect to the erection, maintenance, repair, alteration, remodeling, or extension of buildings or structures used or to be used for agricultural purposes shall be issued free of charge.”
3. Article 1 §6, A. (8) Shall read as follows: “A fee may be assessed and collected for an Improvement Location Permit; the amount thereof shall be determined and set from time to time by the County Board, Except, no fee shall be assessed for permits, inspections, or certifications of occupancy for construction, reconstruction, alteration, repair, movement to another site, removal, or demolition of a manufactured home, building, dwelling, or structure, either commercial or residential, damaged as a result of a disaster, emergency, weather event, or for any reason deemed warranted in the interests of public safety, welfare, and recovery of the community by the County Board.”
4. Article 2, §16, E.2. Shall have a Paragraph L that reads as follows: “Any Wind Energy Facility shall produce proof of entering into a road use agreement with the Shelby County Highway Department and the road district with which the proposed facility will reside.”



5. Article 2, §16 ½, E.2. Shall have a Paragraph I that reads as follows:  
“Any Solar Energy Facility shall produce proof of entering into a road use agreement with Shelby County Highway Department and the road district with which the proposed facility will reside.”

Duly adopted and approved this 9<sup>th</sup> day of May, 2024.

  
Robert Orman, Chairman  
Shelby County Board

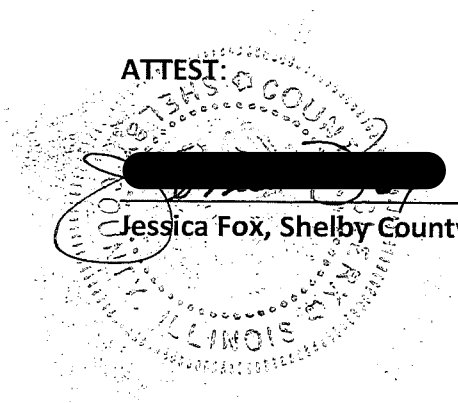
Ayes 18

Nays 0

Abstain 0

ATTEST:

  
Jessica Fox, Shelby County Clerk





**University of Illinois Extension**

Serving Shelby County  
1125 W. N. 2<sup>nd</sup> St., Shelbyville, IL 62565  
217.774.9546 • (f) 217.774.9549

April 17, 2024

Shelby County Board  
301 E. Main St., #12  
Shelbyville, IL 62565

Dear Members of the Board:

University of Illinois Extension programs in Shelby County are funded with a combination of state, county, and privately raised funds. Extension's educational programs have benefitted over 400 4-H Club members, multiple schools and students through school programming, plus countless individuals and families through health and wellness programs, nutrition programs, and horticulture workshops and resources.

Enclosed for the Board's review, you will find 1) key program highlights from the past year 2) Shelby County 4-H Annual Report and 3) FY25 Annual Agreement.

On behalf of the Shelby County Extension Office, I respectfully request the Board consider levying/appropriating \$79,618 as the county's contribution to support Extension operations in our next fiscal year (July 1, 2024-June 30, 2025). This amount reflects an increase of 3.4% (\$2,618), in keeping with the Consumer Price Index.

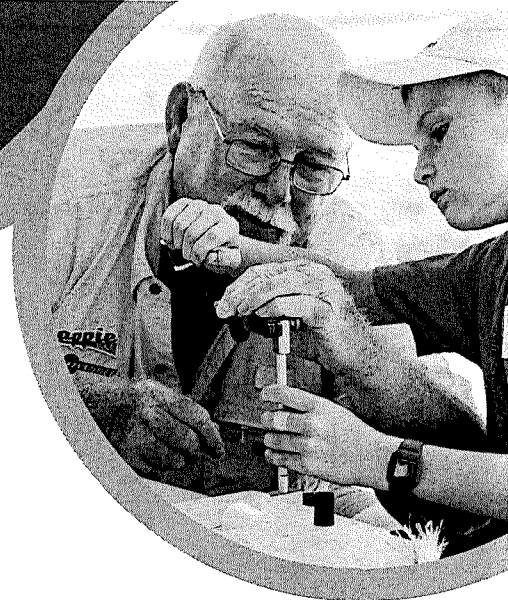
I look forward to visiting with you about our programs and our levy request at the May County Board meeting.

Sincerely,

A handwritten signature in black ink, which has been obscured by a thick black horizontal bar.

Jessie McClusky  
County Extension Director

# Illinois Extension Positively Impacting Shelby County



530+  
Program  
Participants

24  
Sessions

## Family Life

Programs help navigate the needs of every stage of life, from the throes of raising toddlers to caring for aging parents.

### Programs

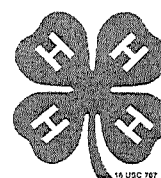
- Wits Fitness
- Building a Healthy Brain
- Cooking with Herbs
- Take Charge of Diabetes
- Shelby County Health Fair

## 4-H Youth Development

4-H and Youth Development provide youth with positive role models from the community who help them thrive by finding their spark and allowing them to grow into the next leaders, innovators, and entrepreneurs to meet the county's needs.

### Programs

- Health Jam
- Robotics
- Livestock workshops
- Woodworking
- Cooking 101



407  
Members

26  
Workshops

249 Fair  
Exhibitors

300+  
School  
Program  
Attendees

2024 4-H Fair: July 20-24

### Community

Support Strong and Resilient Residents

### Economy

Grow a Prosperous Economy

### Environment

Sustain Natural Resources at Home and in Public Spaces

### Food

Maintain a Safe and Accessible Food Supply

### Health

Maximize Physical, Mental, and Emotional Health



## **SNAP-Ed**

Help families gain knowledge and skills needed to make healthier choices through in-person classes and online resources. SNAP-Ed also works with organizations and community groups to promote healthier food options and environments in communities struggling with limited resources.

### **Programs**

- School Nutrition & Health Education
- Partners in Produce
- Deer Donation
- Eat. Move. Save.
- Create Better Health



Every local dollar invested in University of Illinois Extension programming opens the door to State and Federal funding.

Your local support has far-reaching effects, allowing University of Illinois Extension to continue positively impacting Shelby County.



### **Illinois Extension Staff Serving Shelby County**



**Jessie McClusky**  
County Director



**Cheri Burcham**  
Family Life Educator



**Andrea McNeil**  
4-H Youth Development Educator



**Yolanda Nation**  
4-H Program Coordinator



**Meredith Probst**  
SNAP-Ed Educator



**MaryBeth Massey**  
SNAP-Ed Program Coordinator



**Penny Hood**  
SNAP-Ed Community Worker



**Diana Litteral**  
Office Support Specialist



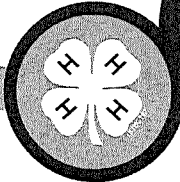
**Illinois Extension**  
UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN

College of Agricultural, Consumer, and Environmental Sciences  
University of Illinois, U.S. Department of Agriculture, Local Extension Councils  
Cooperating. University of Illinois Extension provides equal opportunities in programs and employment. If you need a reasonable accommodation to participate, please contact the event coordinator.



# Annual Report

2022-2023



# Shelby County 4-H

**I** Illinois Extension  
UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN

## Club Update

### Club Enrollment

- 307 4-H members (8-18 years old)
- 100 Cloverbud members (5-7 years old)
- 43 Club leaders

### Types of Clubs

- 13 Community Clubs
- 3 Cloverbud Clubs
- 4 SPIN Clubs: SPIN stands for Special Interest. These are clubs that focus solely on a particular project. Shelby county SPIN Clubs include:
  - Sew Fun
  - Scrap O'Maniacs
  - Shelby Shooters
  - Tailwaggers



## School Programs

### Health Jam

Health Jam Program – Promotes healthy eating with six 45 minute classroom visits. Students learn about preparing healthy snacks, discuss fast food fats, sugary drinks, review My Plate and brain fitness. 165 students were reached.

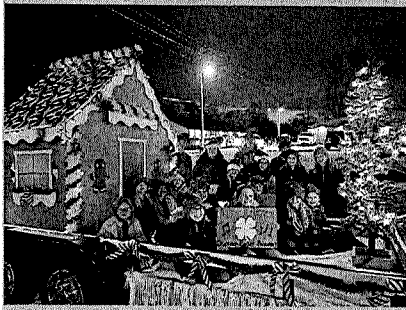
- Central A & M 5th grades – 49 students
- Cowden Herrick 5th grades – 22 students
- Moulton 5th grades – 77 students
- Trinity Lutheran 3rd & 4th grades – 17 students

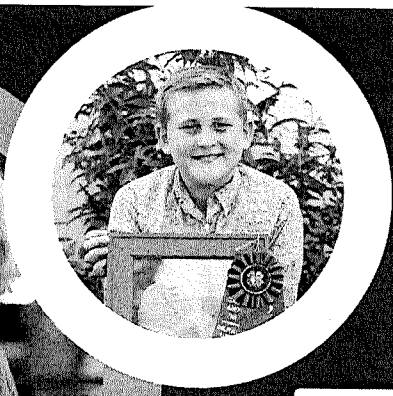
### STEM Activity: Can Can Robots

- Shelbyville 3rd grades – 108 students
- Central A & M 3rd grades – 35 students

## Highlights

- Shelby County 4-H enrollment hit 407 Cloverbud and 4-H members. This is the first time since 2003 we achieved this milestone.
- Shelby County 4-H Federation partnered with Shelby County Farm Bureau and packed 425 Harvest Bags which were delivered to area grain elevators.
- Three 4-H members were recognized for achieving the Emerald Experience Award. This is the highest level in the Experience Award a member can achieve.
- Shelby County 4-H Federation was awarded two \$1,000 Illinois Food Advocacy Grants. Backpack Buddies provided 90 backpacks to Kindergarten through Second Grade students in Cowden Herrick Grade School.
- Summer Snack Sacks provided 60 snack sacks for six weeks to students participating in the Windsor Summer Lunch Program.





## 4-H Fair

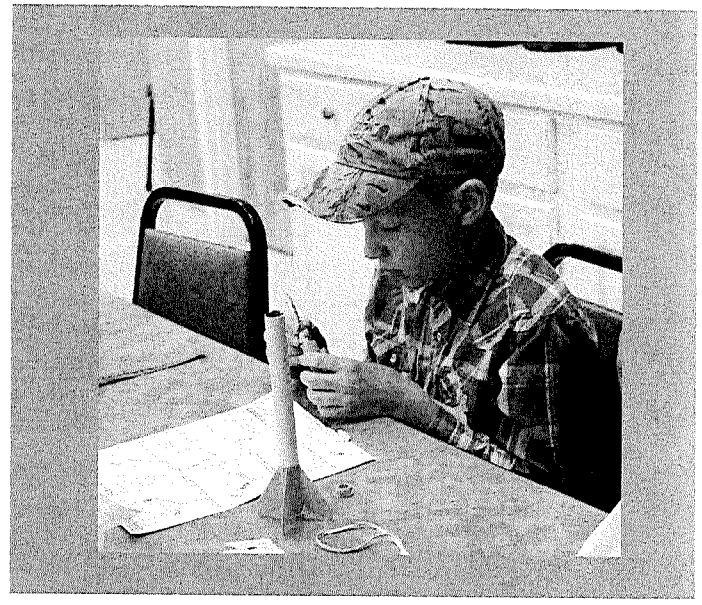
- 4-H members (8-18 years of age)
  - 249 4-H members
  - 1,614 exhibits
- Cloverbud members (5-7 years of age)
  - 56 members
  - 108 exhibits
- State Fair General Projects
  - 51 entries exhibited
  - 13 Champion
  - 5 Reserve
  - 6 Inspire

## Community Service

- Community Service Workshop – 19 4-H members donated their morning to create 115 crafts were made and gifted to The Hawthorne Inn, The Manor and Shelbyville Rehab.
- Achievement Night collection – 42 4-H members donated 495 items for the “Fill the Little Food Pantries” donation for Little Food Pantries in Shelbyville.
- Multiple club members worked the Shelbyville Festival of Lights working the donation booth.
- Coldspring Copperheads sponsored “Socktober”. Club members and students and staff from Cowden Herrick Elementary School donated 185 pairs of new socks and delivered the donation to Shelby Rehabilitation Center and The Haven, a homeless shelter in Mattoon.
- Multiple 4-H clubs made a variety of crafts, May Day Baskets, etc. and shared with nursing home residents in Shelbyville. Clubs also made Veterans Day cards and shared with area veterans.



## Workshops



### 4-H Member Workshops

- 20 Project Workshops were offered:
  - New workshops in 2023 included:
    - Basket Weaving
    - Launch System Make and Take
    - Nature Wreath
- 372 youth attended workshops throughout the year

### Cloverbud Member Workshops

- 6 Project Workshops were offered:
  - The new workshops in 2023 was:
    - Little Roots Garden Tours
    - String Art
- 114 youth attended

# **I ILLINOIS**

## Extension

### COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES

#### *AGREEMENT*

Between Shelby County Board, (hereinafter, for brevity, termed "Grantor") and The Board of Trustees of the University of Illinois, a public corporation, acting through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences (hereinafter, for brevity, termed "University").

WHEREAS, University, under any by virtue of both state and federal legislation, is in charge of cooperative extension work carried on in the state of Illinois under the Smith-Lever Act and all amendments thereto; and

WHEREAS, Grantor is vitally interested in said work being carried on in the University of Illinois Extension Unit at 1125 W.N. 2<sup>nd</sup> St. Shelbyville, IL 62565, and the expansion thereof so as to meet the needs of citizens interested in said Unit; and

WHEREAS, Grantor, because of its interest, is willing to make a contribution to University to partially meet the cost of carrying on and expanding said work in said Unit:

THEREFORE, it is hereby agreed by and between Grantor and University as follows:

1. For and during the period of twelve months beginning with July 1, 2024, and ending with June 30, 2025, Grantor will contribute to University for the carrying on of cooperative extension work by University in said Unit the sum of \$\_\_\_\_\_, to be paid by Grantor to University in \_\_\_\_\_ Quarterly, \_\_\_\_\_ Monthly, \_\_\_\_\_ Annual payments of \$\_\_\_\_\_. All payments to be completed by June 30, 2025.

2. University hereby agrees to accept said contribution to the cost of conduction and carrying on said work in said Unit during said period of twelve months, and hereby agrees that it will expend in said Unit in carrying on such work during said period an amount at least equivalent to said sum paid it by Grantor.

3. University further agrees that during said period it will meet the cost of said work, which includes, but is not restricted to, salaries of its personnel, office space and facilities, secretarial help and transportation for such personnel needed to carry on the cooperative extension work in said Unit at least up to the extent local funds may be made available to the University through the extension Unit council.

# **I ILLINOIS**

## Extension

### COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES

4. It is understood between Grantor and University that the said contribution to be made to University by Grantor will be used along with public and other funds available to University for carrying on said work in the state of Illinois during said twelve months' period, a portion of which will be allocated by University to carrying on said work in said Unit during said period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

GRANTOR

Shelby County Board  
Shelby County Courthouse  
301 E Main St. #12  
Shelbyville, IL 62565

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Date

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
Through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences

\_\_\_\_\_  
Regional Director  
University of Illinois Extension

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director or Designee  
University of Illinois Extension

\_\_\_\_\_  
Date

\*Standard form approved by Legal Counsel 7/20/93

01/05/2024:hc





**University of Illinois Extension**

Serving Shelby County  
1125 W. N. 2<sup>nd</sup> St., Shelbyville, IL 62565  
217.774.9546 • (f) 217.774.9549

April 17, 2024

Shelby County Board  
301 E. Main St., #12  
Shelbyville, IL 62565

Dear Members of the Board:

University of Illinois Extension programs in Shelby County are funded with a combination of state, county, and privately raised funds. Extension's educational programs have benefitted over 400 4-H Club members, multiple schools and students through school programming, plus countless individuals and families through health and wellness programs, nutrition programs, and horticulture workshops and resources.

Enclosed for the Board's review, you will find 1) key program highlights from the past year 2) Shelby County 4-H Annual Report and 3) FY25 Annual Agreement.

On behalf of the Shelby County Extension Office, I respectfully request the Board consider levying/appropriating \$79,618 as the county's contribution to support Extension operations in our next fiscal year (July 1, 2024-June 30, 2025). This amount reflects an increase of 3.4% (\$2,618), in keeping with the Consumer Price Index.

I look forward to visiting with you about our programs and our levy request at the May County Board meeting.

Sincerely,

A blacked-out signature, likely of Jessie McClusky, with some handwritten scribbles above and below the redaction.

Jessie McClusky  
County Extension Director

# **I ILLINOIS**

Extension

**COLLEGE OF AGRICULTURAL, CONSUMER  
& ENVIRONMENTAL SCIENCES**

## *AGREEMENT*

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# ILLINOIS

## Extension


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Dated this 9<sup>th</sup> day of May, 2024

GRANTOR

Shelby County Board  
Shelby County Courthouse  
301 E Main St. #12  
Shelbyville, IL 62565

By:   
(Authorized Signature)

May 9, 2024  
Date

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
Through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences

\_\_\_\_\_  
Regional Director  
University of Illinois Extension

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director or Designee  
University of Illinois Extension

\_\_\_\_\_  
Date

\*Standard form approved by Legal Counsel 7/20/93

01/05/2024:hc

Engineer Report:

- Resolutions for County Board Approval
  - Resolution to approve engineering agreement with Civil Design Inc to assist in the structural design, hydraulic study, and all other necessary items for the reconstruction of struct 087-3195. Estimated cost will be \$38,395 of which Township Bridge (State) will pay 80% of the design cost, County Bridge and Townships will be responsible to share the remaining 10% each
  - Resolution to approve engineering agreement with Gonzalez Companies LLC, to provide engineering, design, and other items for the reconstruction of railroad crossings at roads 1975E, 1900E, 1750E intersecting with Union Pacific Rail in Okaw Township. Estimated designs costs are \$70,500. Construction and engineering costs will be 100% reimbursable by the ICC post construction
  - 50/50 petition to construct drainage improvements by Penn Twp Highway Commissioner (CR 1700W, ½ miles N of Co Hwy 21) estimated costs is \$4,992.56 to be shared 50/50 by the county and the township
  - 50/50 petition to construct drainage improvements by Lakewood Township Road Commissioner (CR 1650E, just S of 700N), estimated cost is \$8,894.52 to be shared 50/50 by the county and the township
- Brag on Highway Department Team/Items Done since last meeting
  - Maintenance
    - Maintenance around Shop/Low Boy
    - Reclamation of Shoulders on County Highway
    - County Highway 22 Pipe Reconstruction
    - Filling of Potholes
    - Clearing on Right of Way East of Cowden
    - Rock Hauling
    - 50/50 Todd's Point.
    - 2,200 Tons of Pugmill Patch.
    - Findlay Road Drainage progress
    - Findlay Road Repair
  - Front Office Team
    - Coordination and Preconstruction meetings on Oconee Bridge
    - Coordination on Guardrail Reconstruction throughout County
    - Training - NSTM bridge class
    - County Highway 5 Reconstruction coordination.
    - ICC Coordination for Multiple RR Xings in County
      - Stipulated Agreements received for OKAW TWP.
    - ROW Clearing Coordination
    - Organization
    - Bridge Inspections
    - CH 22 Culvert Design & Assistance
    - Continued Planning on Multiple Drainage issues around County. When weather breaks we will be moving forward.
    - Lakewood and Penn TWP 50/50 estimates

FILED  
MAY 07 2024

  
SHELBY COUNTY CLERK

- Projects
  - County Highway 5 Reconstruction
    - Plans are underway and set for a possible letting in June for Asphaltting County Highway 5 (North of Shelbyville to Coon Creek)
  - County Highway 22
    - Completed. Large void under the road, forced us to reconstruct faster than anticipated.
  - County Highway 3
    - Still waiting on Programming information from IDOT. Fiscal year for IDOT begins June 1.
  - Prairie Bridge
    - Bridge in Herborn.
      - Estimated start of Next week.
  - Oconee Township Bridges – 2 Separate Projects
    - Section 19-11120-00-BR, Federal Bridge project.
      - The project is started. Traffic control is currently up and demolition has started.
    - Section 21-11120-00-BR, Rebuild IL Bridge Project.
      - Project is awarded. Construction will occur after the other bridge
  - Guardrail Bid Letting
    - Project is moving forward. Looking to start construction next week.
  - With a majority of bridge inspections completed. We have seen multiple bridges that are in need of replacement. We have set 5 bridges in motion for reconstruction.
  - Multiple 5050s scheduled and multiple completed on time and in budget.
- Other
  - Highway Department Trainings
    - Safety in Excavation, Confined Space Entry.
  - Michael Trainings
    - Michael and Cameron Completed and passed.
  - Equipment Wish List from Labor Force.
    - The County Highway Department Is appreciative of the support from the R/B committee and County Board. For the next few months, we do not anticipate any large purchases. But will be focused on maintenance of the roads.
  - Expectations – Please be forthcoming if anything is not meeting expectations.

F I L E D  
 MAY 07 2024

  
 SHELBY COUNTY CLERK

**RESOLUTION NO.**

*2024-31*

WHEREAS, THE Shelby County Highway Department is in need of engineering support for the improvement of at-grade RR crossing approach roadways (3 separate locations) at the Union Pacific Railroad crossings. TR 228 (1975 E): AAR/DOT 166981D, RR MP 187.47-CC; TR 220A (1900 E): AAR/DOT 166980W, RR MP 188.75-CC; FAS 1651 (1750 N): AAR/DOT 166979C, RR MP 189.38-CC.

And, WHEREAS, THE Gonzalez Companies, LLC has provided an acceptable Master Task Order Agreement entitled "Local Public Agency Engineering Services Agreement" (attached and made apart herein)

And, WHEREAS, THE Shelby County has a satisfactory relationship for services provided by Gonzalez Companies, LLC.

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

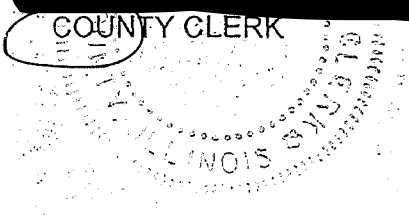
THEREFORE, BE IT RESOLVED that the County Board authorize the County Engineer to utilize Gonzalez Companies, LLC for engineering services for the purposes of improving the above mentioned railroad crossings.

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 May 9 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 9th day of May A.D. 2024.

[Redacted signature]





Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No Agreement For: MFT PE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: Okaw Township Road District County: Shelby Section Number: 24-12111-00-AS Job Number: Project Number: Contact Name: Michael Tappendorf, PE Phone Number: (217) 774-2721 Email: shelbycohwy@shelbycounty-il.gov

SECTION PROVISIONS

Local Street/Road Name: TR 228 (1975 E) Key Route: Length: 440'+/- Structure Number: NA Location Termini: Near the SW corner of the SE 1/4, Section 8, T12N, R4E, 3rd PM, approximately 2 miles SW of Findlay, where TR 228 (1975 E) crosses the Union Pacific RR.

SECTION PROVISIONS

Local Street/Road Name: TR 220A (1900 E) Key Route: Length: 460'+/- Structure Number: NA Location Termini: Near SE corner of the SE 1/4, Section 18, T12N, R4E, 3rd PM, approximately 5 miles N of Shelbyville, where TR 220A (1900 E) crosses the Union Pacific RR.

SECTION PROVISIONS

Local Street/Road Name: FAS 1651 (1750 N) Key Route: Length: 250'+/- Structure Number: NA Location Termini: Near the SW corner of the NE 1/4, Section 19, T12N, R4E, 3rd PM, approximately 4 miles N or Shelbyville, where FAS 1651 (1750 N) crosses the Union Pacific RR.

Project Description: Improvement of at-grade RR crossing approach roadways (3 separate locations) at the Union Pacific Railroad crossings. TR 228 (1975 E): AAR / DOT 166981D, RR MP 187.47-CC; TR 220A (1900 E): AAR / DOT 166980W, RR MP 188.75-CC; FAS 1651 (1750 N): AAR / DOT 166979C, RR MP 189.38-CC.

Engineering Funding:  MFT/TBP  State  Other Grade Crossing Protection Fund Anticipated Construction Funding:  Federal  MFT/TBP  State  Other Grade Crossing Protection Fund

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Gonzalez Companies, LLC Contact Name: Brent Taylor, PE Phone Number: (618) 222-2221 Email: btaylor@gocos.net Address: 7 Carpenter Drive City: Salem State: IL Zip Code: 62881

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain

professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

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

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

**AGREEMENT EXHIBITS**

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

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

**I. THE ENGINEER AGREES,**

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



(c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).

10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

**II. THE LPA AGREES,**

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
  - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
    - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
    - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

- Method of Compensation:      \$23,500.00 Lump Sum - TR 228 (1975E) Crossing Location
- Percent                              \$23,500.00 Lump Sum - TR 220A (1900E) Crossing Location
- Lump Sum                              \$23,500.00 Lump Sum - FAS 1651 (1750N) Crossing Location  
(Maximum Fee \$40,000) (For federal funds the lump sum shall be developed  
\_\_\_\_\_ using Cost Plus Fixed Fee Formula).
- Specific Rate
- Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

**III. IT IS MUTUALLY AGREED,**

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the

DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.  
If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of

any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Gonzalez Companies, LLC	43-1872209	\$70,500.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
		\$0.00
Subconsultant Total		\$0.00
Prime Consultant Total		\$70,500.00
Total for all work		\$70,500.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

Township County

of

Okaw Township Road District Shelby County

By (Signature & Date)

[Redacted Signature] 5/9/2024

By (Signature & Date)

[Redacted Signature] 5/9/2024

Local Public Agency ~~Shelby Co.~~

Local Public Agency Type

Okaw Township Road Dist

Township County

Clerk

Title

Shelby Co Board Chair

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Gonzalez Companies, LLC

By (Signature & Date)

[Redacted Signature] 4/25/2024

Title

President

By (Signature & Date)

[Redacted Signature] 4/25/2024

Title

Chief Financial Officer

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Empty Signature Box]

Local Public Agency <u>Shelby Co</u>	Prime Consultant (Firm) Name	County	Section Number
<del>Okaw Township Road District</del>	Gonzalez Companies, LLC	Shelby	24-12111-00-AS

**EXHIBIT A  
SCOPE OF SERVICES**

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

- a. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT'S Bureau of Local Roads & Streets. Wetland mitigation is not a part of this agreement.
  - b. Make complete general and detailed plans, special provisions, proposals, estimates of cost and time and furnish the LPA with electronic copies of said documents. Additional hard copies of any or all said documents, if required, shall be furnished to the LPA by the ENGINEER at his actual cost for reproduction.
- The following work (Items c.-d. below) is not anticipated but, if required, will be performed according to the Professional Service Rates current at the time of work.
- c. Furnish the LPA with survey and drafts of all necessary right-of-way dedications and construction easement agreements including prints of the corresponding plats as required, including staking, when requested by the LPA.
  - d. Provide additional professional services as requested by the LPA.
- Assumptions and Clarifications:  
Topographic survey work has been completed (by Others) and it is assumed no additional topographic survey information will be required. If additional survey work is required, it will be as part of Item d. above.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Okaw Township Road District	Gonzalez Companies, LLC	Shelby	24-12111-00-AS

**EXHIBIT B  
PROJECT SCHEDULE**

<p>LPA and DEPARTMENT review and approval of PE Agreement - 6 weeks</p> <p>Schedule and perform topographic field survey work - 0 weeks (assume work is complete)</p> <p>ESR processing (by Department) - 6 months, if applicable</p> <p>PE phase work - 9 weeks</p> <p>LPA and DEPARTMENT Pre-final PS&amp;E review - 4 weeks</p> <p>LPA, DEPARTMENT, and ENGINEER field-check meeting; revision and submittal of final PS&amp;E's - 3 weeks</p> <p>DEPARTMENT final PS&amp;E approval - 3 weeks</p> <p>LPA and DEPARTMENT schedule of letting - 2 weeks</p> <p>Bidding, bid opening, and award of contract - 3 weeks</p> <p>Contract preparation, bond and insurance processing, and submittal to the LPA and the DEPARTMENT for approval - 4 weeks</p> <p>LPA issuance of Notice to Proceed</p> <p>Start Construction</p>
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Okaw Township Road District	Gonzalez Companies, LLC	Shelby	24-12111-00-AS

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

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

Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



**2024 PROFESSIONAL SERVICE RATES**

<u>Employee Classification</u>	<u>Rate</u>
Principal I	\$270
Project Manager XII	\$270
Project Manager XI	\$260
Project Manager X	\$250
Project Manager IX	\$240
Project Manager VIII	\$230
Project Manager VII	\$220
Project Manager VI	\$210
Project Manager V	\$200
Project Manager IV	\$190
Project Manager III	\$180
Project Manager II	\$170
Project Manager I	\$160
Survey Manager	\$150
Senior Structural Engineer III	\$180
Senior Structural Engineer II	\$175
Senior Structural Engineer I	\$165
Project Engineer X	\$180
Project Engineer IX	\$170
Project Engineer VIII	\$160
Project Engineer VII	\$150
Project Engineer VI	\$140
Project Engineer V	\$130
Project Engineer IV	\$120
Project Engineer III	\$110
Project Engineer II	\$100
Project Engineer I	\$90
Survey Technician III	\$90
Survey Technician II	\$80
Survey Technician I	\$70
Technician IX	\$145
Technician VIII	\$130
Technician VII	\$120
Technician VI	\$110
Technician V	\$100
Technician IV	\$90
Technician III	\$80
Technician II	\$70
Technician I	\$60
<u>Direct Costs</u>	
Mileage	IRS Current Standard Rate
Other Direct Costs	15% Markup
Subconsultant Costs	15% Markup



4/25/24  
 TR 228 (1975E) RR Xing; Sect 24-12111-00-AS; Okaw RD/Shelby Co  
 MANHOURLY ESTIMATE  
 PREPARED BY: B Taylor  
 QA'ED BY: M French

ROW ID	REVENUE PHASES, TASKS AND MILESTONES	Project Manager VI 210	Project Engineer VIII 160	Project Engineer III 110	Technician VII 120	HOURS A	LABOR B	SUBS AND ODCS C	MARKUP (SEE TAB 1) C * B * MFC-D	SUBTOTAL B+C+D+E+F
0.00	Pre-Engineering and Contract Negotiation									
1.00	PE Phase									
1.01						0	\$ -	\$ -	\$ -	\$ -
1.02	Project setup, kickoff	2	1	1	1	5	\$ 810.00	\$ -	\$ -	\$ 810.00
1.03	Topo survey (field work) by Shelby Co & not included					0	\$ -	\$ -	\$ -	\$ -
1.04	Process topo survey, existing CAD dwg		1	6	3	10	\$ 1,180.00	\$ -	\$ -	\$ 1,180.00
1.05	Roadway design	2	4		16	22	\$ 2,980.00	\$ -	\$ -	\$ 2,980.00
1.06	ESR (if required)	2	2		4	8	\$ 1,220.00	\$ -	\$ -	\$ 1,220.00
1.07	Prelim plans	4	16	12	40	72	\$ 9,520.00	\$ -	\$ -	\$ 9,520.00
1.08	Prelim Specs & Estimates	2	4	2	8	8	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00
1.09	Quantities	2	2	2	5	11	\$ 1,560.00	\$ -	\$ -	\$ 1,560.00
1.10	Prelim submittal to LPA, IDOT, & RR	1	4		2	7	\$ 1,090.00	\$ -	\$ -	\$ 1,090.00
1.11	Field check meeting & revisions (incorporate comments)	4	1		6	11	\$ 1,720.00	\$ -	\$ -	\$ 1,720.00
1.12	Final submittal to LPA, IDOT, & RR	1	4		2	7	\$ 1,090.00	\$ -	\$ -	\$ 1,090.00
1.13	QA (including revisions)	2	1	1	1	5	\$ 810.00	\$ -	\$ -	\$ 810.00
1.14	Project admin	2				2	\$ 420.00	\$ -	\$ -	\$ 420.00
1.15						0	\$ -	\$ -	\$ -	\$ -
1.16	Mileage (assume 1 trips @ 120 mi/trip)					0	\$ -	\$ 80.40	\$ -	\$ 80.40
1.17						0	\$ -	\$ -	\$ -	\$ -
1.18						0	\$ -	\$ -	\$ -	\$ -
1.19						0	\$ -	\$ -	\$ -	\$ -
1.20						0	\$ -	\$ -	\$ -	\$ -
<b>SUM</b>	<b>SUMMARY</b>	<b>24</b>	<b>40</b>	<b>24</b>	<b>80</b>	<b>168</b>	<b>\$ 23,680.00</b>	<b>\$ 80.40</b>	<b>\$ -</b>	<b>\$ 23,760.40</b>

<b>TOTAL</b>	<b>24</b>	<b>40</b>	<b>24</b>	<b>80</b>	<b>168</b>	<b>\$ 23,680.00</b>	<b>\$ 80.40</b>	<b>\$ -</b>	<b>\$ 23,760.40</b>
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Exhibit E

4/25/24  
 TR 220A (1900E) RR Xing; Sect 24-12111-00-AS; Okaw RD/Shelby Co  
 MANHOURLY ESTIMATE  
 PREPARED BY: B Taylor  
 QA'ED BY: M French

ROW ID	REVENUE PHASES, TASKS AND MILESTONES	Project Manager VI 210	Project Engineer VIII 160	Project Engineer III 110	Technician VII 120	HOURS	LABOR	SUBS AND ODCS	MARKUP (SEE TAB 1)	SUBTOTAL
Pre-Engineering and Contract Negotiation										
PE Phase										
1.00	Project setup; Kickoff	2	1	1	1	0	\$ -	\$ -	\$ -	\$ -
1.01	Topo survey (field work) by Shelby Co & not included					5	\$ 810.00	\$ -	\$ -	\$ 810.00
1.03	Process topo survey, existing CAD dwg		1	6	3	10	\$ 1,180.00	\$ -	\$ -	\$ 1,180.00
1.05	Roadway design	2	4	2	16	22	\$ 2,980.00	\$ -	\$ -	\$ 2,980.00
1.06	ESR (if required)	2	4	12	40	8	\$ 1,220.00	\$ -	\$ -	\$ 1,220.00
1.07	PreFinal plans	4	16	2	8	72	\$ 9,520.00	\$ -	\$ -	\$ 9,520.00
1.08	PreFinal Specs & Estimates	2	4	2	5	8	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00
1.09	Quantities	2	4	2	2	11	\$ 1,560.00	\$ -	\$ -	\$ 1,560.00
1.10	PreFinal submittal to LPA, IDOT, & RR	1	4	2	2	7	\$ 1,090.00	\$ -	\$ -	\$ 1,090.00
1.11	Field check meeting & revisions (incorporate comments)	4	1	1	6	11	\$ 1,720.00	\$ -	\$ -	\$ 1,720.00
1.12	Final submittal to LPA, IDOT, & RR	1	4	1	2	7	\$ 1,090.00	\$ -	\$ -	\$ 1,090.00
1.13	QA (including revisions)	2	1	1	1	5	\$ 810.00	\$ -	\$ -	\$ 810.00
1.14	Project admin	2				2	\$ 420.00	\$ -	\$ -	\$ 420.00
1.15						0	\$ -	\$ -	\$ -	\$ -
1.16	Mileage (assume 1 trips @ 120 mi/trip)					0	\$ -	\$ 80.40	\$ -	\$ 80.40
1.17						0	\$ -	\$ -	\$ -	\$ -
1.18						0	\$ -	\$ -	\$ -	\$ -
1.19						0	\$ -	\$ -	\$ -	\$ -
1.20						0	\$ -	\$ -	\$ -	\$ -
<b>SUM</b>	<b>SUMMARY</b>	<b>24</b>	<b>40</b>	<b>24</b>	<b>80</b>	<b>168</b>	<b>\$ 23,680.00</b>	<b>\$ 80.40</b>	<b>\$ -</b>	<b>\$ 23,760.40</b>

**TOTAL \$ 23,680.00 \$ 80.40 \$ 23,760.40**

4/25/24

FAS 1651 (1750N) RR Xing; Sect 24-12111-00-AS; Okaw RD/Shelby Co

MANHOUR ESTIMATE

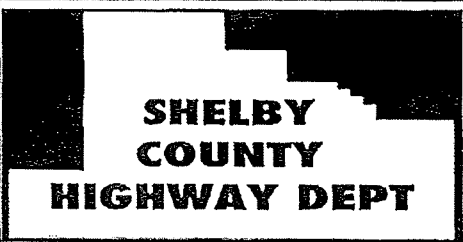
PREPARED BY: B Taylor

QA'ED BY: M French

ROW ID	REVENUE PHASES, TASKS AND MILESTONES	Project Manager VI 210	Project Engineer VIII 160	Project Engineer III 110	Technician VII 120	HOURS A	LABOR E	SUBS AND ODCS C	MARKUP (SEE TAB-1) C-Markup=D	SUBTOTAL B+C+D+E+F
0.00	Pre-Engineering and Contract Negotiation									
1.00	PE Phase									
1.01						0	\$ -	\$ -	\$ -	\$ -
1.02	Project setup, kickoff	2	1	1	1	5	\$ 810.00	\$ -	\$ -	\$ 810.00
1.03	Topo survey (field work) by Shelby Co & not included					0	\$ -	\$ -	\$ -	\$ -
1.04	Process topo survey, existing CAD dwg	2	4	6	3	10	\$ 1,180.00	\$ -	\$ -	\$ 1,180.00
1.05	Roadway design	2	2	2	16	22	\$ 2,980.00	\$ -	\$ -	\$ 2,980.00
1.06	ESR (if required)	4	2	2	4	8	\$ 1,220.00	\$ -	\$ -	\$ 1,220.00
1.07	PreFinal plans	4	16	12	40	72	\$ 9,520.00	\$ -	\$ -	\$ 9,520.00
1.08	PreFinal Specs & Estimates	2	4	2	2	8	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00
1.09	Quantities	2	2	2	5	11	\$ 1,560.00	\$ -	\$ -	\$ 1,560.00
1.10	PreFinal submittal to LPA, IDOT, & RR	1	4	2	2	7	\$ 1,090.00	\$ -	\$ -	\$ 1,090.00
1.11	Field check meeting & revisions (incorporate comments)	4	1	1	6	11	\$ 1,720.00	\$ -	\$ -	\$ 1,720.00
1.12	Final submittal to LPA, IDOT, & RR	1	4	2	2	7	\$ 1,090.00	\$ -	\$ -	\$ 1,090.00
1.13	QA (including revisions)	2	1	1	1	5	\$ 810.00	\$ -	\$ -	\$ 810.00
1.14	Project admin	2				2	\$ 420.00	\$ -	\$ -	\$ 420.00
1.15						0	\$ -	\$ -	\$ -	\$ -
1.16	Mileage (assume 1 trips @ 120 mi/trip)					0	\$ -	\$ 80.40	\$ -	\$ 80.40
1.17						0	\$ -	\$ -	\$ -	\$ -
1.18						0	\$ -	\$ -	\$ -	\$ -
1.19						0	\$ -	\$ -	\$ -	\$ -
1.20						0	\$ -	\$ -	\$ -	\$ -
SUM	SUMMARY	24	40	24	80	168	\$ 23,680.00	\$ 80.40	\$ -	\$ 23,760.40

<b>TOTAL</b>	<b>24</b>	<b>40</b>	<b>24</b>	<b>80</b>	<b>168</b>	<b>\$ 23,680.00</b>	<b>\$ 80.40</b>	<b>\$ -</b>	<b>\$ 23,760.40</b>
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Shelby County Highway Department  
 1590 State Highway 16,  
 Shelbyville, IL 62565  
 P: (217) 774-2721  
 F: (217) 774-2688  
 E:shelbycohwy@shelbycounty-il.gov


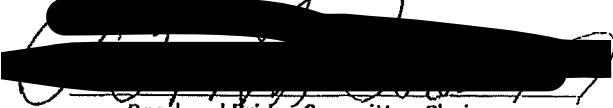


PROJECT		PENN TWP CMP REPLACEMENT	
SUBJECT		2850 N 1700 E	
DATE	4/8/2024	PREP. BY	CRS
CHECK BY		SHEET	1 OF 1

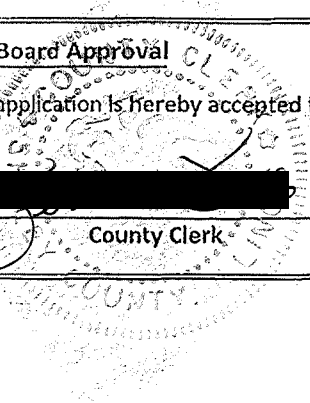
ITEM: REMOVE AND REPLACE EXISTING 42" SPAN BY 29" RISE 30 FOOT LONG CMP AND RIP RAP

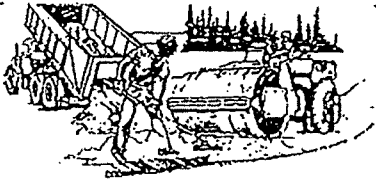
	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 2 guys 1 DAY	16	\$23.59	\$377.44
Man hours - 1 guy 1/2 Day Grade	4	\$23.59	\$94.36
Excavator Hours	8	\$147.70	\$1,181.60
Dump Truck Hours (x1)	8	\$50.51	\$404.08
Pickup Hours	2	\$17.25	\$34.04
Semi Tractor	2	\$63.41	\$126.82
Trailer - Low Boy	2	\$19.06	\$38.12
Material Cost:			
42" SPAN X 29" RISE 30 FOOT	30 FOOT	\$60.40 /FOOT	\$ 1,812.00
Trench Backfill CA-6	35 TON	\$11.50 /TON	\$ 402.50
RR3	24 TON	\$21.75 /TON	\$ 522.00
Total Cost			\$4,992.96
Threshold =			\$2732 Therefore ok
SCOPE OF WORK			
Scope of work to include:			
-Remove and replace Existing CMP			

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 <u>Lakewood</u> Township  To the County Board of Shelbyville County, Illinois  Per Section 5-501 of the Illinois Highway Code, the undersigned, Highway Commissione <u>Lakewood</u> Township in said County, would respectfully requests:	
Location: 1650E Just South of 700N in Lakewood Township. Replace a 30" CMP pipe with new pipes, See attached estimate for a TOTAL = \$8,894.52	
in said road district, which the road district is responsible.  The anticipated cost of the proposed project will be <u>\$8,895</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 expensiv than is needed for the purpose required.  Date at <u>Shelby Co. Highway Dept.</u> , this <u>9th</u> day of <u>May</u> , 20 <u>24</u>	
 _____ Gail White Highway Commissioner	
<b>Road and Bridge Committee Approval</b>  The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by <u>Lakewood</u> Township, for the proposed project which has an anticipated cost <u>\$8,895</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>6th</u> day of <u>May</u> , 20 <u>24</u>  _____ Road and Bridge Committee Chairman	
<b>County Board Approval</b>  This application is hereby accepted to on this <u>9th</u> day of <u>May</u> , 20 <u>24</u>  _____ County Clerk	
 _____ County Board Chair	





## Shelby County Highway Department

1590 State Highway 16,  
Shelbyville, IL 62665

P: (217) 774-2721 F: (217) 774-2690  
E: shelbycohw@shelbycounty-il.gov

PROJECT Lakewood Township Culvert Replacement

SUBJECT ---

DATE 05/03/2024

PREP. BY MAT

CHECK BY

SHEET OF

### Removal of Existing Culvert

ITEM:	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 4 guys 1/2 day	16	\$26.44	\$423.04
Excavator Hours	4	\$147.70	\$590.80
Dump Truck Hours	4	\$69.15	\$276.60
Pickup Hours	1	\$18.07	\$18.07
Semi Tractor	1	\$66.31	\$66.31
Trailer - Low Boy	1	\$15.11	\$15.11

### Installation of 30" CMP (Corrugated Metal Pipes)

ITEM:	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 4 guys 1/2 day	16	\$26.44	\$423.04
Excavator Hours	4	\$147.70	\$590.80
Dump Truck Hours	4	\$69.15	\$276.60
Pickup Hours	2	\$18.07	\$36.14
Semi Tractor	1	\$66.31	\$66.31
Trailer - Low Boy	1	\$15.11	\$15.11

### Material Cost:

		Unit Price	
30" CMP Pipe	40. FOOT	\$75.00	\$3,000.00
Aggregate Base Course, Type B	117 CU YDS	\$19.00	\$2,221.59
Erosion Control/Seeding	0.25 Acre	\$1,000.00	\$250.00
RIPRAP	25 TON	\$25.00	\$625.00

Total Cost	\$8,894.52
1/2 COST	\$4,447.26
2023 EAV Threshold	\$1,868.30

**RESOLUTION 24 - 32**

**RESOLUTION TO AMEND THE FISCAL YEAR 2024 BUDGET TO ACCEPT FUNDS FROM THE ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS AND GUIDEHOUSE, INC., STATE OF ILLINOIS TECHNOLOGY GRANT AND TO EXPEND FUNDS FOR COURTHOUSE TECHNOLOGY IMPROVEMENTS**

**WHEREAS**, the Shelby County Board has previously adopted a budget for the fiscal year ending November 30, 2024;

**WHEREAS**, since the adoption of the budget for the fiscal year ending November 30, 2024, the Shelby County Circuit Court was awarded funds from the Administrative Office of the Illinois Courts by and through the State of Illinois Technology Modernization Grant, herein after referred to as "The Grant;"

**WHEREAS**, the funds are to be utilized for Courthouse Technology Improvements pursuant to terms and conditions of The Grant;

**WHEREAS**, funds awarded to the Shelby County Circuit Court totals \$46,530.05 and have been received by the Shelby County Treasurer;

**WHEREAS**, the funds were not included in the budget approved for the fiscal year ending November 30, 2024;

**WHEREAS**, pursuant to the terms and conditions of The Grant, Shelby County is required to spend the awarded funds or return said funds to the Administrative Office of the Illinois Courts;

**WHEREAS**, the Shelby County Circuit Court and other offices who provides or are directly related to court services have an imminent need for improvements in Courthouse Technology to improve accessibility for remote and hybrid hearings;

**WHEREAS**, the Shelby County Board determines that an emergency situation exists in regard to the improvement of Courthouse Technology in that courthouse technology improvements are necessary and funding will be lost if not utilized pursuant to The Grant terms;

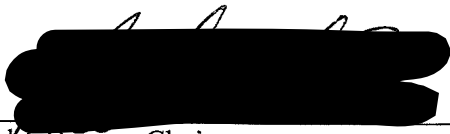
**WHEREAS**, the Shelby County Board finds it necessary to amend the previously approved Shelby County Fiscal Year 2024 budget to include awarded funds of \$46,530.05 as revenue in the general fund, line item Illinois Technology Grant Revenue Fund;

**WHEREAS**, the Shelby County Board finds it necessary to amend the previously approved Shelby County Fiscal Year 2024 budget to permit expenditure of awarded funds for purposes of courthouse technology improvements to improve accessibility for remote and hybrid hearings;

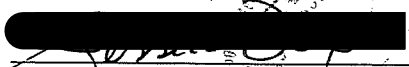


**BE IT RESOLVED**, that the Shelby County budget for the fiscal year ending November 30, 2024 is hereby amended to accept \$46,530.05 from the State of Illinois Technology Modernization Grant, line item State of Illinois Technology Grant Revenue Fund and to then expend awarded funds for purposes of courthouse technology improvements to improve accessibility for remote and hybrid hearings.

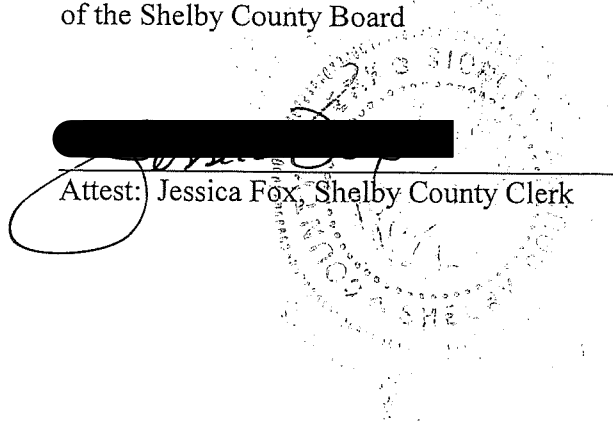
May 9, 2024



Bobby Orman, Chairman  
of the Shelby County Board



Attest: Jessica Fox, Shelby County Clerk



Agreement No. 2024-33

Appendix 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et.seq.) (Act), authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, awards for said funds will impose certain obligations upon SHELBY COUNTY, including provisions by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

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


Section 1. That the County Board Chairman of Shelby County enter into a Downstate Public Transportation Operating Assistance Agreement with the state of Illinois and amend such Agreement, if necessary, for fiscal year 2025 in order to obtain assistance under the provisions of the act.

Section 2. That the County Board Chairman of Shelby County is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of Shelby County for such assistance for the fiscal year 2025.

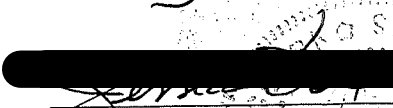
Section 3. That the County Board Chairman of Shelby County is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 2025.

Section 4. That while participating in said operating assistance program, that Shelby County shall provide all required local match funding.

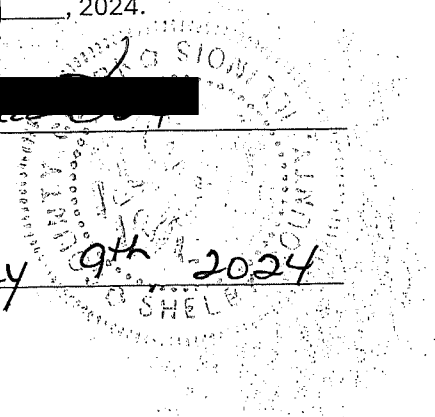
PRESENTED and ADOPTED this 9<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
Signature of Authorized Official

Shelby County Board Chair  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Attest

May 9<sup>th</sup> 2024  
\_\_\_\_\_  
Date



## LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between Shelby County., an Illinois Municipal County Government, herein after referred to as "Lessor" and C.E.F.S. Economic Opportunity Corporation, an Illinois not-for-profit Corporation, herein referred to as "Lessee" on this 1st day of July , 2024.

### SECTION I

The Lessor hereby agrees to lease to Lessee all buildings, premises, and real estate located at:

The Property leased will be used by C.E.F.S. Economic Opportunity Corporation's Central Illinois Public Transit Program for the purposes of providing public transportation services.

The Property is located in the South West portion of the City of Shelbyville on the South West corner of the intersection of Hickory Street and West South 1<sup>st</sup> Street. The property address is 1505 West South 1<sup>st</sup> Street in Shelbyville, Illinois 62565.

#### Legal Property Description:

S12 T11N R3E LOTS 3-4 BLK 18  
J CUTLERS HEIRS ADDN 120' X 94' X IRR

#### Property Index Number:

1812-12-20-411-002

### SECTION II

The duration of this lease shall be for a period of time commencing on the 1st day of July 1, 2024 and terminating on the 30th day of June 30, 2029. This shall automatically renew on the same terms and conditions for fifteen (15) successive one-year periods, from the original date of the lease, unless either the Lessee or Lessor gives notice in writing not less than ninety (90) days prior to the expiration of the lease or any extensions thereof. In the event that Lessor is not allocated funding from 5311 or DOAP funding from IDOT to continue the lease agreement, the Lessee or Lessor may terminate the lease by giving sixty (60) days written notice of its intent to end the lease.

### SECTION III

The Lessee agrees to pay to the Lessor rent in the amount of \$1.00 (\$1.00 per year) payable in advance on the first (1st) day of the lease commencement date.

### SECTION IV

The Lessee shall be responsible for any and all costs of necessary repairs during the terms of the lease, including but not limited to all necessary capital improvements and


C.E.F.S. Economic Opportunity Corporation  
1805 South Banker Street  
Effingham, IL 62401

by its   
Kevin Bushur, CEO

Date 4/4/24

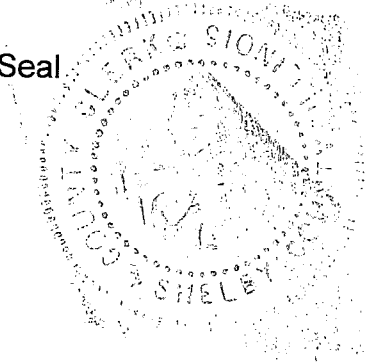
Corporate Seal

Shelby County  
County Courthouse  
301 East Main Street  
Shelbyville, IL 62565

by its   
Bobby Orman, Chairman

Date May 9, 2024

County Seal



FILED  
APR 16 2024

  
SHELBY COUNTY CLERK

Shelby County Board  
Resolution No. 2024. 34

WHEREAS, Shelby County owns a parcel of land identified by parcel number 1812-04-00-200-001 and parcel 1812-03-00-100-001 containing approximately 235.5 acres (hereinafter said parcels are referred to herein as the "County Farm").

WHEREAS, Shelby County has been unable to meet the public purpose requirements set forth in Article VIII, Section 1 of the Illinois State Constitution as it relates to the County Farm;

WHEREAS, the State of Illinois has repealed the county home laws and de-authorized the county homes remaining in Illinois;

WHEREAS, Shelby County discerns that the Investment Act found in 30 ILCS 235 restricts the county to only investments that put no taxpayer money at any risk;

WHEREAS, any farming of the County Farm requires undertaking risk accustomed to farming;

WHEREAS, Shelby County recognizes current issues concerning the paying of the property taxes on the County Farm that could be inconsistent with acceptable applications of taxation;

WHEREAS, Shelby County finds that Shelby County should not compete with its own constituents or participate in the private sector of the economy;

WHEREAS, Shelby County finds that, instead of the growing and harvesting of a crop, the rate of return from alternative low risk investments are superior to the returns it has received from operating the county farm;

WHEREAS, the resources and personnel of Shelby County could be better utilized than the management of the County Farm;

WHEREAS, the Investment Policy of the County of Shelby does not allow for an investment in farming or real estate;

WHEREAS, Shelby County has been unable to ascertain whether or not the County is liable for the paying of income taxes on the revenue generated by the County Farm, and

WHEREAS, Shelby County wishes to establish that property ownership should be in the purview of private citizens whenever possible.

NOW, THEREFORE, BE IT RESOLVED, the County of Shelby shall retain the services of a qualified surveyor to survey the County Farm property and the specific location of the cemetery located therein along with the identification of an ingress/egress easement to that cemetery;

BE IT FURTHER RESOLVED, the County of Shelby shall retain the services of an appraiser to render an opinion of value on the Shelby County Farm;

BE IT FURTHER RESOLVED by the Board of Shelby County that the County of Shelby shall sell the complete bundle of rights associated with the real property and the present possessory interest in fee simple of that property known as the Shelby County Farm as two separate parcels, parcel 1812-04-00-200-001 with a starting bid of \$8,000 per acre, and parcel 1812-03-00-100-001 with a starting bid of \$6,500 per acre, via sealed bid process, with the bids being opened at a duly called meeting of the full Board of Shelby County;

BE IT FURTHER RESOLVED, any bids entertained by the Board of Shelby County in regard to the sale of the County Farm shall not be subject to financing;

BE IT FURTHER RESOLVED, the County of Shelby shall order title work to facilitate the sale of the County Farm property;

BE IT FURTHER RESOLVED, the County of Shelby shall establish an easement for access to the cemetery according to the Plat Act;


BE IT FURTHER RESOLVED, the buyer of the County Farm shall be responsible for paying any Real Estate Tax which may be due or has become due in connection with the County Farm;

BE IT FURTHER RESOLVED, the County of Shelby shall authorize and command the board chairman of the Shelby County Board to sign all documents necessary or related to the sale of the County Farm;


BE IT FURTHER RESOLVED, Shelby County reserves the right to refuse any and all bids, including, but not limited to, those offered by foreign investors, concerning the sale of the County Farm;

BE IT FURTHER RESOLVED, that the proceeds from the sale of the property be tendered to the County Treasurer for safe keeping and investment in lawful investments for which the investment objective is to maximize return and prevent dissipation of the principal net sum from the sale.

APPROVED AND ADOPTED at a meeting of the Shelby County Board, Shelby County, State of Illinois on this 9th day of May, 2024.

  
Shelby County Board Chairman

ATTEST:

  
Shelby County Clerk

Yea 12

Nay 7

**Shelby County Clerk - Jessica Fox**

---

**From:** Shelby County District 8 - Mitchell Shuff  
**Sent:** Saturday, April 13, 2024 7:09 AM  
**To:** Shelby County Clerk - Jessica Fox  
**Subject:** Farm committee

Jessica

Please accept my resignation of the Shelby County board farm committee position.  
Thanks  
Mitchell Shuff  
District #8  
Shelby County Illinois

**SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION  
TREASURER'S REPORT      April 30, 2024**

Beginning Balance March 31, 2024 \$ 16,072.22

**Deposits**

Arrow Energy--Credit Card Fuel Sales			6,012.71
Fuel Sales--Cash & Check			2,179.87
Rent			2,615.00
Tim Swiney--Hangar Door Repair			400.87
Shelby County Aviation--Ameren			132.77
Bank Interest			1.73
			<u>11,342.95</u>
			\$ 27,415.17

F I L L E D

MAY 09 2024

*Jessie Sox*  
SHELBY COUNTY CLERK

**Bills Received and Paid**

Shelby County Aviation--FBO April, 2024			3,500.00
Shelby Electric Cooperative			884.06
Steve Wempfen--Bookkeeping April, 2024			200.00
Illinois Department of Revenue--Sales Tax Payment			410.00
John Deere Financial--New Tractor Payment 48 of 84			751.36
Shelbyville Water Department			21.30
Ameren IP			193.97
ACH Payment--Bank Deposit Slips			90.94
A. C. T. S. LLC--Internet/ Initial Install			50.00
Reber Welding--Steve's Hangar Door Repair			400.87
R. L. Hoerner Company--Jet A Pump Repair			2,358.32
Shelby County Aviation--Pro Lube for Oil Change in Courtesy Van			33.90
Albion Radio Communications, Inc.--2nd Qrt. NDB Maintenance			504.00
Steve Wempfen--New Monitor for Office Computer			107.16
Consolidated Communications			43.03
			<u>\$ 9,548.91</u>
			\$ 17,866.26

Shelby County State Bank			17,866.26
First Federal Savings and Loan			1,216.65
Farm Agency Account			29,150.36
Fuel Receivable			2,140.09
Rent Receivable			-
Cash On Hand			414.20
Certificates of Deposit			121,023.37
			<u>\$ 171,810.93</u>

F I L L E D

MAY 09 2024

*Jessie Sox*  
SHELBY COUNTY CLERK



## **SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION**

### **REGULAR MEETING MINUTES**

**April 8, 2024**

Members present at meeting:

Commissioners--John Hall, Rick Brown, Steve Wempen, Paul Canaday

Members not present at meeting:

Commissioners--Walt Lookofsky

County Board Members--

Airport Manager--Scott Jefson

Others Present--

Rick calls the meeting to order.

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

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

#### **Bills Presented**

Steve Wempen--Reimbursement for New Monitor for Office	\$	107.16
Shelby County Aviation--ProLube Oil Change in Courtesy Van	\$	33.90
Albion Radio Communications, Inc.--2nd Qrt. NDB Maintenance	\$	504.00
Reber Welding--Steve's Hangar Door Repair	\$	400.87
R. L. Hoener Company--Jet A Pump Repair	\$	2,358.32

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

#### **Managers Report**

Lyle Jefson and Ethan Wells got mowers ready to mow. Hydro Gear is supposed to come out and mow again this year, but no date yet and are going to use Kubota mowers this time.

Scott mentioned needing landscaping around the office, mainly to protect the air conditioner unit. Some discussion ensued on the idea. Received all the parts for the beacon and got it working again. Scott also said he bought an extra bulb and power pak. The beacon light is a lot brighter now and seems to need adjusted because it hits the neighbors house and also shines down the highway.

Steve mentioned to Scott that we need to talk to BARR Air Patrol because they now owe three months rent and still haven't signed a lease. Scott said he would give them a call.

The EAA chapter is going to have a Fly-in breakfast on May 4th. Scott asks John about a car show, he said his food vendor needed to know. Some discussion ensued on a car show and available dates. Rick asks Scott if he still planned on the new mobile bathrooms going in the end of the hangar and Scott said yes. Scott said we are inheriting two cookers from the EAA chapter in Decatur that will be down here in the Main Hangar from now on. Scott mentions not ever hearing back from Lindsay Hausman about getting the farm ground back. Paul mentions not being pleased with her lack of reply, the farmers need to know what's going to happen. Some discussion ensued on the matter and Rick said he would give her a call about the farm ground and ALP completion. Steve asks Rick for his signature on the retainer for Hanson's consulting services which could be part of the delay maybe?.

Scott said he did talk to the lady about the signs for where the gates used to be and she would call the next day and let him know when they would be here. Scott asks John if we wanted to put the new fence up or sell it. John said he was concern about the liability with not having any. Some discussion ensued on the fence issue.

Rick asks John about September 14th for the car show and it was agreed to. Scott said he would ask his son-in-law about landscaping ideas for around the office.

John made a motion to adjourn and Paul second it.

## SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NO.	DEBITS	CREDITS	BALANCE
	31-Mar-24	Balance Shelby County State Bank				\$ 16,072.22
6416	1-Apr-24	Shelby County Aviation--FBO April, 2024	022-5210-12-023	\$ 3,500.00		\$ 12,572.22
6417	1-Apr-24	John Deere Financial--Payment # 48 of 84	022-5455-12-023	\$ 751.36		\$ 11,820.86
6418	1-Apr-24	Shelbyville Water Department	022-7800-12-023	\$ 21.30		\$ 11,799.56
6419	1-Apr-24	Shelby Electric Cooperative	022-7800-12-023	\$ 884.06		\$ 10,915.50
6420	1-Apr-24	Albion Radio Communications, Inc.--2nd Qrt. NDB Maintenance	022-7442-12-023	\$ 504.00		\$ 10,411.50
	5-Apr-24	Arrow Energy--Deposit			\$ 735.25	\$ 11,146.75
	8-Apr-24	Illinois Department of Revenue--Sales Tax Payment		\$ 410.00		\$ 10,736.75
6421	8-Apr-24	Shelby County Aviation--Pro Lube for Oil Change In Ctsy. Van	022-7441-12-023	\$ 33.90		\$ 10,702.85
6422	8-Apr-24	Steve Wempen--New Monitor for Office Computer	022-7440-12-023	\$ 107.16		\$ 10,595.69
6423	8-Apr-24	Reber Welding--Steve's Hangar Door Repair	022-7440-12-023	\$ 400.87		\$ 10,194.82
6424	9-Apr-24	R. L. Hoerner Company--Jet A Pump Repair	022-7441-12-023	\$ 2,358.32		\$ 7,836.50
	11-Apr-24	Rent--D Alms \$230, T Swiney \$115, W Jesse \$115				
		R Spain \$345, Flying Club \$230, D Collette \$115				
		D Gherardini \$115, D Kroenlein \$115, S Wempen \$115				
		B Brunken \$115, K Best \$125, J Livesy \$125				
		G Wasson \$115				
	12-Apr-24	Fuel--\$1071.25 T. Swiney/Door Repair \$400.87 Rent--\$1975			\$ 3,447.12	\$ 11,283.62
	17-Apr-24	Arrow Energy--Deposit			\$ 2,737.71	\$ 14,021.33
	17-Apr-24	ACH Bank Deposit Slips		\$ 90.94		\$ 13,930.39
	18-Apr-24	Arrow Energy--Deposit			\$ 1,149.90	\$ 15,080.29
6425	19-Apr-24	Consolidated Communications	022-7800-12-023	\$ 43.03		\$ 15,037.26
6426	19-Apr-24	Ameren IP--SCA 37528 \$91.09, Airport 006211 \$102.88	022-7800-12-023	\$ 193.97		\$ 14,843.29
6427	19-Apr-24	Steve Wempen--Bookkeeping April 2024	022-5220-12-023	\$ 200.00		\$ 14,643.29
6428	24-Apr-24	ACTS LLC--Internet	022-7800-12-023	\$ 50.00		\$ 14,593.29
	25-Apr-24	Rent--R Heimberger \$65, BARR Air Patrol \$345				
		Fuel--\$953.97 SCA/Ameren \$132.77 Rent--\$410.00			\$ 1,496.74	\$ 16,090.03
	26-Apr-24	Arrow Energy--Deposit			\$ 1,389.85	\$ 17,479.88
	30-Apr-24	Rent--D Kroenlein \$115, J Green \$115				
		Fuel--154.65 Rent--\$230.00			\$ 384.65	\$ 17,864.53
	30-Apr-24	Bank Interest			\$ 1.73	\$ 17,866.26
		Board Meeting May 6, 2024				



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

CHECK NO.	DATE	5210-01	5220-12	5455-12	6120-12	7000-12	7440-12	7441-12	7442-12	7443-12	7444-12	7800-12	8010-12	9900-12
6416	1-Apr-24	\$ 14,000.00	\$ 800.00	\$ 8,403.89	\$ -	\$ 155.98	\$ 226.04	\$ 5,899.83	\$ 3,051.54	\$ -	\$ 4,819.91	\$ 7,023.03	\$ 28,936.10	\$ -
6417	1-Apr-24													
6418	1-Apr-24			\$ 751.36										
6419	1-Apr-24								\$ 504.00			\$ 21.30		
6420	1-Apr-24											\$ 884.06		
6421	8-Apr-24													
6422	8-Apr-24						\$ 107.16	\$ 33.90						
6423	8-Apr-24						\$ 400.87	\$ 2,358.32						
6424	9-Apr-24													
6425	19-Apr-24											\$ 43.03		
6426	19-Apr-24											\$ 193.97		
6427	19-Apr-24													
6428	24-Apr-24		\$ 200.00											\$ 50.00

30-Apr-24	\$ 3,500.00	\$ 200.00	\$ 751.36	\$ -	\$ -	\$ 155.98	\$ 508.03	\$ 2,392.22	\$ 504.00	\$ -	\$ -	\$ 1,192.36	\$ 28,936.10	\$ -
YTD	\$ 17,500.00	\$ 1,000.00	\$ 9,155.25	\$ -	\$ -	\$ 155.98	\$ 734.07	\$ 8,292.05	\$ 3,555.54	\$ -	\$ 4,819.91	\$ 8,215.39	\$ 28,936.10	\$ -

		\$ 9,047.97												
ACH--LL Dept. of Revenue		\$ 410.00												
ACH--SCSB Deposit Slips		\$ 90.94												
Total Monthly Expenses		\$ 9,548.91												
		\$ -												
		\$ 9,548.91												
		\$ 82,364.29												
Sales Tax Payments		\$ 2,041.00												
YTD Total Budget		\$ 84,405.29												

## Shelby County Airport and Landing Field Commission

### Fuel Sales                      April, 2024

DATE	QUANTITY	CUSTOMER INVOICE	TRANS. NO.	PRICE	CREDIT CARD	CHARGE	CASH
1-Apr-24	17.08	John Weber	1773	\$ 5.30		\$ 90.52	
1-Apr-24	6.11	Credit Card Customer	1774	\$ 5.35	\$ 32.69		
2-Apr-24	5.10	Credit Card Customer	1775	\$ 5.35	\$ 27.28		
5-Apr-24	10.03	Credit Card Customer	1776	\$ 5.35	\$ 53.66		
5-Apr-24	3.72	Credit Card Customer	1777	\$ 5.35	\$ 19.90		
5-Apr-24	19.79	Credit Card Customer	1778	\$ 5.35	\$ 105.88		
5-Apr-24	65.03	Credit Card Customer	1779	\$ 5.35	\$ 347.91		
5-Apr-24	10.10	Credit Card Customer	1780	\$ 5.35	\$ 54.04		
5-Apr-24	15.11	Credit Card Customer	1781	\$ 5.35	\$ 80.84		
6-Apr-24	23.52	Credit Card Customer	1782	\$ 5.35	\$ 125.83		
6-Apr-24	8.67	Credit Card Customer	1783	\$ 5.35	\$ 46.38		
6-Apr-24	9.11	Credit Card Customer	1784	\$ 5.35	\$ 48.74		
6-Apr-24	20.10	Credit Card Customer	1785	\$ 5.35	\$ 107.54		
6-Apr-24	5.91	Credit Card Customer	1786	\$ 5.35	\$ 31.62		
6-Apr-24	6.16	Credit Card Customer	1787	\$ 5.35	\$ 32.96		
6-Apr-24	3.08	Chapter 274, EAA	1788	\$ 5.30		\$ 16.32	
6-Apr-24	17.20	Credit Card Customer	1789	\$ 5.35	\$ 92.02		
7-Apr-24	2.00	Credit Card Customer	1790	\$ 5.35	\$ 10.70		
7-Apr-24	37.40	Credit Card Customer	1791	\$ 5.35	\$ 200.09		
8-Apr-24	25.52	Credit Card Customer	1792	\$ 5.35	\$ 136.53		
8-Apr-24	10.29	Credit Card Customer	1793	\$ 5.35	\$ 55.05		
8-Apr-24	40.42	Credit Card Customer	1794	\$ 5.35	\$ 216.25		
8-Apr-24	2.61	Credit Card Customer	1795	\$ 5.35	\$ 13.96		
8-Apr-24	13.02	Credit Card Customer	1796	\$ 5.35	\$ 69.66		
8-Apr-24	28.16	Credit Card Customer	1797	\$ 5.35	\$ 150.66		
8-Apr-24	3.08	Ryan Spain	1798	\$ 5.30		\$ 16.32	
9-Apr-24	10.11	Credit Card Customer	1799	\$ 5.35	\$ 54.09		
9-Apr-24	88.43	Credit Card Customer	1800	\$ 5.35	\$ 473.10		
9-Apr-24	21.75	Credit Card Customer	1801	\$ 5.35	\$ 116.36		
9-Apr-24	6.88	Credit Card Customer	1802	\$ 5.35	\$ 36.81		
9-Apr-24	5.01	Credit Card Customer	1803	\$ 5.35	\$ 26.80		
9-Apr-24	5.11	Credit Card Customer	1804	\$ 5.35	\$ 27.34		
9-Apr-24	4.34	Credit Card Customer	1805	\$ 5.35	\$ 23.22		
9-Apr-24	10.01	Credit Card Customer	1806	\$ 5.35	\$ 53.55		
11-Apr-24	13.00	Credit Card Customer	1807	\$ 5.35	\$ 69.55		
11-Apr-24	5.11	Credit Card Customer	1808	\$ 5.35	\$ 27.34		
11-Apr-24	5.10	Credit Card Customer	1809	\$ 5.35	\$ 27.28		
12-Apr-24	34.59	Credit Card Customer	1810	\$ 5.35	\$ 185.06		
13-Apr-24	5.01	Credit Card Customer	1811	\$ 5.35	\$ 26.80		
13-Apr-24	4.57	Chapter 274, EAA	1812	\$ 5.30		\$ 24.22	
13-Apr-24	15.33	Credit Card Customer	1813	\$ 5.35	\$ 82.02		
13-Apr-24	29.35	Credit Card Customer	1814	\$ 5.35	\$ 157.02		
13-Apr-24	14.00	Barry Brunken	1815	\$ 5.30		\$ 74.20	
13-Apr-24	4.19	Credit Card Customer	1816	\$ 5.35	\$ 22.42		
14-Apr-24	2.10	Credit Card Customer	1817	\$ 5.35	\$ 11.24		
14-Apr-24	35.99	Credit Card Customer	1818	\$ 5.35	\$ 192.55		
14-Apr-24	7.53	Credit Card Customer	1819	\$ 5.35	\$ 40.29		
15-Apr-24	23.27	John Weber	1820	\$ 5.30		\$ 123.33	
15-Apr-24	7.80	Credit Card Customer	1821	\$ 5.35	\$ 41.73		
15-Apr-24	40.02	Credit Card Customer	1822	\$ 5.35	\$ 214.11		
15-Apr-24	5.10	Credit Card Customer	1823	\$ 5.35	\$ 27.28		
15-Apr-24	29.09	John Livesay	1824	\$ 5.30		\$ 154.18	
15-Apr-24	6.04	Chapter 174, EAA	1825	\$ 5.30		\$ 32.01	
15-Apr-24	10.78	Credit Card Customer	1826	\$ 5.35	\$ 57.67		
16-Apr-24	5.10	Credit Card Customer	1827	\$ 5.35	\$ 27.28		
16-Apr-24	5.10	Credit Card Customer	1828	\$ 5.35	\$ 27.28		
17-Apr-24	5.08	Credit Card Customer	1829	\$ 5.35	\$ 27.18		
17-Apr-24	5.10	Credit Card Customer	1830	\$ 5.35	\$ 27.28		
18-Apr-24	1.61	Credit Card Customer	1831	\$ 5.35	\$ 8.61		
18-Apr-24	2.00	Credit Card Customer	1832	\$ 5.35	\$ 10.70		
18-Apr-24	2.00	Scott Jefson	1833	\$ 5.30		\$ 10.60	



# SHELBY COUNTY AIRPORT

## 100LL COST OF SALES REPORT 2023-2024

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL COST	NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH						
December	1064.94	\$ 5.46	\$ 4,915.13	\$ 516.42	\$ 387.83	\$ 5,819.38	\$ 4.22	\$ 4.48	\$ 163.20	\$ 4,938.12	\$ 881.26
January	688.91	\$ 5.35	\$ 2,622.10	\$ 441.42	\$ 618.99	\$ 3,682.51	\$ 4.24	\$ 4.51	\$ 102.11	\$ 3,205.65	\$ 476.86
February	1719.08	\$ 5.34	\$ 7,226.45	\$ 1,072.85	\$ 887.73	\$ 9,187.03	\$ 4.40	\$ 4.68	\$ 217.17	\$ 8,253.86	\$ 933.17
March	1324.04	\$ 5.34	\$ 4,828.41	\$ 1,586.03	\$ 655.00	\$ 7,069.44	\$ 4.50	\$ 4.78	\$ 152.64	\$ 6,482.07	\$ 587.37
April	1542.46	\$ 5.34	\$ 6,088.66	\$ 1,465.60	\$ 684.05	\$ 8,238.31	\$ 4.81	\$ 5.11	\$ 191.96	\$ 8,067.01	\$ 171.30
May						\$ -				\$ -	\$ -
June						\$ -				\$ -	\$ -
July						\$ -				\$ -	\$ -
August						\$ -				\$ -	\$ -
September						\$ -				\$ -	\$ -
October						\$ -				\$ -	\$ -
November						\$ -				\$ -	\$ -
<b>TOTAL</b>	<b>6339.43</b>		<b>\$ 25,680.75</b>	<b>\$ 5,082.32</b>	<b>\$ 3,233.60</b>	<b>\$ 33,996.67</b>				<b>\$ 30,946.71</b>	<b>\$ 3,049.96</b>

\$30 Monthly Fee Included In Arrow Fee Above

## JET A COST OF SALES REPORT 2023-2024

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

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

**REGULAR MEETING AGENDA**

**Meeting to be held at the Shelby County Airport  
May 6, 2024  
7:00 PM**

- I. Call Meeting to Order**
- II. Guest Speaker (If Scheduled)**
  - 1 Jim Schwerman to present Farm Report**
  - 2**
- III. Approval of Minutes**
- IV. Approval of Treasurer's Report**
- V. Approval of Bills Presented**
- VI. Airport Manager's Report**
- VII. Old Business**
  - 1 Continue discussing Plans for New Fence and Gates**
  - 2 Continue discussing Plans for up coming Car Show**
  - 3**
  - 4**
- VIII. New Business**
  - 1**
  - 2**
  - 3**
  - 4**
- IX. Adjournment**



**Shelby County Board Legislative Committee Agenda**

**5/7/24**

**Courtroom A-6:30pm**

- 1. Roll Call**
- 2. Discussion and vote on Time Keeping Policy**
- 3. Discussion and vote on recommendation to full board concerning the hiring of personnel to operate streaming and camera**
- 4. Public Comment**
- 5. Adjournment**

## TIMEKEEPING POLICY

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

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

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

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

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

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

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

FILED  
MAY 08 2024

  
SHELBY COUNTY CLERK

**FINANCE COMMITTEE MEETING MINUTES 4-9-2024**

The Finance Committee will meet at 4:30 PM on Tuesday, April 9, 2024, in Courtroom B of the Shelby County Courthouse.

**Agenda**

1. Call to Order at Mark called meeting to order at 4:34 pm  
Present: Teresa Boehm, Don Tate, Sonny Ross, Martha Firnhaber, Mark Bennett, Clay Hardy  
Absent: Tad Mayhall
2. Approval of minutes – March  
Written by Martha Firnhaber  
Mark Bennett made motion to accept minutes as written, Don Tate seconded. No discussion motion passed unanimously.
3. Public Body Comment none
4. Review and discussion committee policy, if needed skipped
5. Review claims (invoices) submitted for payment by County Departments from General Fund, Special Fund accounts not reviewed by the Road/Bridge, Animal Control Fund and Public Safety not reviewed by their respective committees.
  - Discussion regarding the Sheriff 032 claims and the Westwood Pharmacy Clinical Services – suggestion made to update the Undersheriff from Rob McCall to the current Undersheriff.
  - Sheriff 032 account – two claims for Secretary of State – registration and titles – each for \$165.00. Will need copies of invoices to send to full board for approval, otherwise, wait until next month.
  - Sheriff 032 account – Medical for prisoners from Advanced Correctional Healthcare. Date of service 4/19/2023 and invoice date 3/26/2024 for \$146.07 due – invoice missing. Approved upon receipt of the missing invoice.
  - Sheriff Dept. WEX card statement– missing \$155.83 in receipts out of a total of \$888.12. That is 17.5% based on dollars. Requesting better attention be paid to receipts being turned in with WEX statement.
  - Claim from Coroner Office removed \$3.87 from the claim as tips are not reimbursable.
  - No approval of the claim regarding the property taxes be paid.

6. Discussion and vote to make recommendation to County Board for approval to pay claims reviewed by the Finance Committee.  
Motion made by Martha to pay the claims as amended per notes above. Mark seconded. No further discussion. Passed unanimously.
7. Adjournment Motion made by Sonny Ross to adjourn at 6:10 pm Don Tate seconded. Passed unanimously. Meeting adjourned

PUBLIC SAFETY

5.2.24

FILED

6:02

T. BOEHM

MAY 08 2024

ABSENT.

C. COAL

Jennie Cox

SHAWN MARTZ

Sonny Ross

SHELBY COUNTY CLERK

JULIE EDWARDS

TAD MAYALL

PUBLIC BODY COMMENT

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

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

M S - BEEN GOING ON  
AWHILE

STAN SHIVETTE - LIVED ENTIRE  
LIFE SHELBY CO -  
SOUTHERN COUNTY  
BOARDER BEING INURDER  
RESOLUTION ATTACHED.

TRICIA - GLAD THE DIVE TEAM  
IS BACK -

NOT SO ~~HA~~ HAPPY ABOUT WINDOW.

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

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

DISCUSSION - RESOL. FOR SHELBY  
COUNTY BOARD RESOLUTION

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

SOFTEN IT A LITTLE -

EXAMP: TRAINING - COMM. NEEDS  
TO DETERMINE TRAIN.

RESOLUTION - PROTECT THE  
DIVE TEAM - AT ALL  
LEVELS - PSC IS THE  
ONE WHO IS RESPON.  
FOR THE DIVE TEAM.

TAD - INSURANCE COVER. -  
SOP & SOB GO HAND & HAND

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

DIVERS ARE REQUIRED TO  
HAVE PHYSICALS YEARLY

WET SUITS / DRY SUITS -  
COUNTY PURCHASES -

MASK & FINS ARE  
PURCHASED BY DIVERS.

POSSIBLE ARPA COULD HELP  
WITH ANY EQUIP.

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

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

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

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

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

NOTHING ON STUCCO - WINDOWS  
ONLY.

ANIMAL CONTROL - UPDATE -  
BILLS DIRECTLY TO FINANCE

DIVE TEAM UPDATES -  
AUSTIN - TEAM DID GREAT -



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

BOAT BATTERIES - REPLACED - BILL TO FINANCE -

FUEL NEEDS ADDRESSED - PROBLEM WITH GETTING DIESEL.

WEX CARD PRIOR - IN EVERY VEHICLE.

DISPATCHING A LITTLE PROBLEM ISSUE ON SUNDAY - WORKING NOW.

SOP - NEED TO BE LOOKED AT SAME AS RESOLUTION.

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

T.B. CAN WEX CARDS BE REISSUED

TAD - LOOKING AT THIS -

TIM - SHORT A TRUCK - DIVE ACTUALLY  
USED IT.

CAROL - OBSERVED THE SUNDAY  
ACCIDENT -

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

MOTION TO A.D.S. CAROL

APPROX  
7:06

SONNY ZND  
ALL IN

April 25, 2024

Mr. Mitchel Shuff  
Shelby County Board Member

Dear Mitch,

This communication provides my personal assessment, as a Board of Review (BOR) member, of the response from the Illinois Department of Revenue (IDOR) to the request of Non-homestead Tax Exemption for the farmland owned by the county. Additionally, I have provided a proposed structure for further analysis of the options as a result of that outcome that defines potential subsequent decisions to resolve the issue.

As you know last year, at the direction of County Board Chairman, an Application for Non-homestead Tax Exemption, Form PTAX-300, was drafted and forwarded to the Board of Review for processing. In addition to the form, several attachments were included that accurately described the current and proposed use of the land for farming. After some discussion, the BOR unanimously recommended the parcels be considered exempt from county property tax. That recommendation was appropriately noted on the application and forwarded to the IDOR for review and decision. Several weeks later, the IDOR responded in a letter with the statement "The property is not in exempt use."

My interpretation of that letter is straight forward: as long as the property is farmed, it will not be exempt from the assessment of property taxes. I have attached a page from the State of Illinois BOR Training manual, which is supported by the statutes ((35 ILCS 200/15-5) to (35 ILCS 200/15-160)), listing "for profit" as a test for exclusion. I believe you and The Board have plans to honor that decision and proceed with payment of the taxes. It would be of interest to me, and perhaps others, which organizations benefit from those taxes based on the property location and how that reconciles to the broader set of taxpayers covering that cost.

Let me now shift to how this information, and other past arguments that have been articulated these past months, can be organized into a structure that would support further analysis and decisions.

There has been much debate as to the legal ability of the county to actually farm this land. Some of those arguments pertain to the question of "serving a common purpose". While it is safe to infer that the State of Illinois, as reflected in the IDOR decision, does not view farming the land for profit as a common purpose, it is not possible to infer that this, and this alone, considers farming illegal. I concur with many others that the issue of legality can only be resolved through litigation.

With indifference to the issue of legality of farming this property, I believe there is sufficient information to identify potential options and structure comparisons, reflecting clear and understandable tradeoffs, between the competing options. This structure can support the understanding and discernment of these options by the Farm Committee, Board Members at large and the citizens of Shelby County.

There appear to be two major and distinct arguments: achieving financial return to the taxpayer and preserving the historic heritage of Shelby County. Another way to look at this is asking the question: "What are we trying to optimize: financial value or historical value?" Evaluating options with a focus on optimized value is the key to rational decision making. While the two arguments appear to be mutually exclusive, there may be some creative combinations that can serve both.

The options that optimize financial return have two distinct strategies: produce annual revenue from farming or the proceeds from selling the farm. While the annual revenue amount might differ based on lease or custom farming options, estimates over a projected 20-year forecast can be estimated and summarized using simple Net Present Value (NPV) analysis. NPV discounts amounts over time to account for the time value of money and risk. As an example; an NPV for farming might be \$500K and the value of selling the farm might be \$2M. You now have data to make comparisons on value.

Assessing the historic value of the property can be more speculative but will be best expressed by the opportunity costs: the value of the other uses of the cost to maintain the property for historic value. As an example, if the market value of the property is \$2M, is the county willing to pay that price for nostalgia? Additionally, what could be the other uses for that \$2M: improve roads? Increase the pay of sheriff deputies? Etc.

There may be creative combinations that can serve both arguments. Could a section of the property be selected and a historic market monument be erected to reflect the history while the remainder of the property is optimized for financial value?

There is one other element for consideration: is farming a “core competence” of county government? For any organization, its core competencies refer to the capabilities, knowledge, skill and resources that constitutes its defining mission and strengths. They distinguish an organization from any other organization that provides products and services to consumers, in this case county citizens and taxpayers. Looking at the county budget not only reflects the sources and amount of incoming funds but also the focus and size of expenditures. Projected annual income from farming appears to be a small percentage of the county budget. Operationally, it appears a disproportionate amount of human resources (time spent by the board) is spent on these activities compared to the other problems typical of county government.

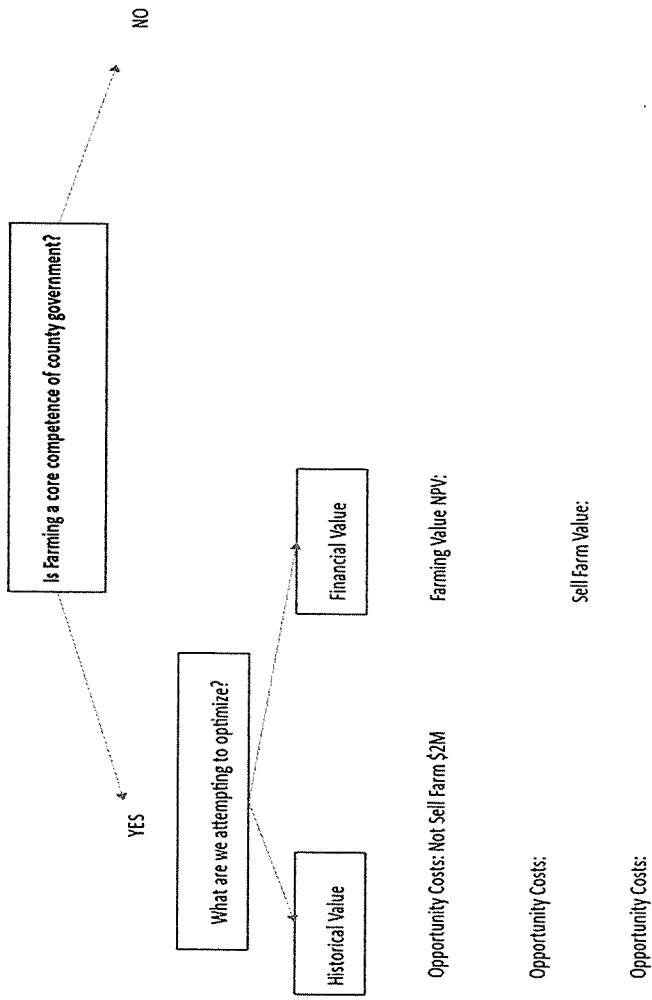
The key arguments and their options identified and described here can be assembled into a decision structure that can serve as a format for final assessment, recommendation and decision/vote for both the Farm Committee and/or the board as a whole. It is represented by a series of questions and separate pathways resulting from the answers to those questions. The sequence of these questions is important in that it orders the decisions into a chain that provides clarity and leads to effective decisions that achieve the objective.

That series of questions would be:

- 1) Is farming a core competence of county government?
- 2) What are we attempting to optimize: Financial value or Historical value?
- 3) What is the NPV of the financial options?
- 4) What are the Opportunity Costs of the historic option?

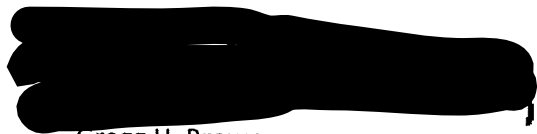
A graphic display might look like this:

# Decision Tree



By populating this graphic with values, a common understanding of the tradeoffs between options can be achieved. It then becomes a decision.

It is my hope this communication provides clarity and perhaps a path for the resolution of the issue.  
Please feel free to contact me with any questions. Let me know how else I might serve the board.



Gregg H. Brown

Shelby County Board of Review

## Property Tax Exemptions

A **Homestead Exemption** is an exemption (reduction) on a portion of the assessed value if **the owner (or lessee) qualifies**.

A **Non-homestead Exemption** is an exemption (reduction) on the property if **the property qualifies**, depending on the property determined by its ownership and use.

### Non-homestead Exemptions

Some real property is exempt from property tax as allowed by the Illinois Constitution.

#### Who qualifies for a property tax exemption?

Property that belongs to the State of Illinois, units of local government and school districts are exempt from property tax. Certain organizations also may qualify. The organization must

- be an exclusively beneficent and charitable, religious, educational, or governmental organization, **and**
- own the property that is used exclusively for charitable, religious, educational, or governmental purposes and not leased or used for profit

to qualify for a property tax exemption.

#### Who doesn't qualify for a property tax exemption?

Some organizations do charitable work but aren't primarily organized and operated for charitable purposes. Therefore, they don't qualify for this exemption. These include civic and fraternal organizations, such as

- American Legions,
- AmVets,
- Chambers of Commerce,
- Elks Clubs,
- Lions Clubs,
- Rotary Clubs,
- Veterans of Foreign Wars, and
- Unions and trade associations.

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**Shelby County Clerk - Jessica Fox**

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**From:** Shelby County District 8 - Jeremy Williams  
**Sent:** Tuesday, May 7, 2024 2:13 PM  
**To:** Shelby County Clerk - Jessica Fox  
**Subject:** FWD: Re: County Farm Opinion

This forwarded email is the email from Bellwether I referenced in my most recent email concerning agenda items for this Thursday. If you would be so kind, please forward this on to the Full Board as read ahead material.

Thanks,

Jeremy

---

**From:** "Bruce DeLashmit" [REDACTED]  
**Sent:** 8/17/23 7:33 AM  
**To:** district8-2@shelbycounty-il.gov  
**Subject:** Re: County Farm Opinion

Caution! This message was sent from outside your organization.

County farms exist in several counties. They originated as indigent housing, orphanages, and retirement homes and in a few instances were properties bequeathed to the county.

Over the years these tillable properties have been leased to farmers and the proceeds made part of county revenues.

Unfortunately, the decades of practices have not kept pace with the legal opinions. Right or wrong, the Shelby County farmland has become embroiled in controversy and become fodder for conflict and distrust.

In my opinion there are two potential actions to resolve the issue and restore public trust and faith.

(1) Simply declare the property in excess, establish a minimum bid threshold, create proper easements and place the property at auction. The proceeds could then be placed in an interest bearing account managed by the county Treasurer. The bulk payment for the sale could either be seen as a windfall or an incremental benefit.

(2) Define an enduring public benefit (i.e. sport complex, water park, etc) and set ordinance defining the proceeds of the leased property as an endowment for that purpose.

In either case, I believe it is time to remove the issue from the list of public concerns. Status quo nearly assures continued controversy.

Bruce DeLashmit  
Bellwether LLC

On Aug 15, 2023, at 10:38 AM, Shelby County District 8 - Jeremy Williams <district8-2@shelbycounty-il.gov> wrote:



Bruce,

If you would, please give me your professional opinion on what Shelby County should do with its county farm. Is sale a reasonable option given our current financial situation? Is a sale of that property something you would recommend?

Thank you,

Jeremy Williams

**Shelby County Clerk - Jessica Fox**

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**From:** Shelby County District 11 - Carol Cole  
**Sent:** Monday, May 6, 2024 9:37 PM  
**To:** Shelby County Clerk - Jessica Fox  
**Subject:** Farm

Jessica,

These were not discussed at the farm meeting as there was not a quorum. As farm chair, I'm asking for these items to be placed on the agenda.

Discuss and vote for Stu Fox to farm the county farm. He would supply the equipment and man power at no cost to the county. Seed beans are donated, county will pay for chemicals. Quote for the chemicals is \$23,468.17

Discuss and vote to enter into an agreement to place the county farm into a government CRP program. Dallas Glazik representative.  
Carol

**FILED**  
MAY 07 2024  
  
SHELBY COUNTY CLERK

**Shelby County Clerk - Jessica Fox**

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**From:** Shelby County District 2 - Mark Bennett  
**Sent:** Monday, May 6, 2024 7:12 AM  
**To:** Shelby County Clerk - Jessica Fox  
**Subject:** Agenda request - Sandra Earp

Jessica,

Please add Sandra Earp to the county board agenda for Thursday May 9th. 2024. Please try to have her speak early since she is a senior and does not drive after dark. I have spoken to Scott McKee on this issue.

Sandra Earp - Discussion on Wind and Solar Ordinance with additional amendment.

Thank You,

**Mark Bennett**  
District 2  
Shelby County Board  
[REDACTED]  
Bethany, Illinois 61914  
Cell: 217 [REDACTED]

**FILED**  
MAY 07 2024

[REDACTED]  
**SHELBY COUNTY CLERK**

To: Members of the Shelby County Board  
From: Tom Finks, private attorney and taxpayer

Dear Board Members: I offer this as one further opinion on the issue of the county farm and whether it may be lawfully farmed. I write this in hopes of preventing further destruction to this valuable county asset as well as preventing further decisions which are demonstrably false and in violation of law and the fiduciary duty of public officials to the People. Please gather other legal opinions on this issue. Most importantly, I would encourage you to seek the opinion of your incoming legal counsel, Ruth Woolery.

1) **FARMING WITH A PRIVATE PERSON IS LEGAL AND CONSTITUTIONAL.**

- a) The opponents argue that “... *leasing it to a private farmer would constitute a violation of the Constitution’s requirement of a ‘public purpose’ as that term has been applied by various Attorney General Opinions.*”

55 ILCS 5/5-1049.2 could not be more clear. It states, “...*Farmland may be leased to either public or private entities via a cash lease, crop-sharing arrangement, or custom farming arrangement.*”;

see also. *Miller v. Department of Agriculture citing Tillman v. Pritzker*, 2021 IL 126387, ¶ 17, 451 Ill.Dec. 48, 183 N.E.3d 94., “Our goal is to ascertain the legislature’s **intent**, and the best indicator of **legislative intent** is the language of the statute, given its plain, ordinary meaning.” “If the language is clear and unambiguous, it should be given effect as written without resort to aids of **statutory** interpretation.”

All of the arguments brought against farming are false and unsupported. Sharing revenue with a private farmer is constitutional. This is not a debatable question.

Wirtz v. Quinn Ill. citation please note the following principles espoused by the Court:

The principles regarding a public purpose under article VIII, section 1(a), are well settled. To establish that a statute is unconstitutional, “ ‘facts must be alleged indicating that governmental action has been taken which directly benefits a private interest without a corresponding public benefit.’ ” *Empress Casino Joliet Corp. v. Giannoulis*, 231 Ill.2d 62, 85, 324 Ill.Dec. 491, 896 N.E.2d 277 (2008) (quoting *Paschen v. Village of Winnetka*, 73 Ill.App.3d 1023, 1028–29, 29 Ill.Dec. 749, 392 N.E.2d 306 (1979)).

“This court has long recognized that what is for the public good and what are public purposes are questions which the legislature must in the first instance decide.” *In re Marriage of Lappe*, 176 Ill.2d 414, 429–30, 223 Ill.Dec. 647, 680 N.E.2d 380 (1997) (citing *People ex rel. City of Salem v. McMackin*, 53 Ill.2d 347, 355, 291 N.E.2d 807 (1972), and *Cremer v. Peoria Housing Authority*, 399 Ill. 579, 588, 78 N.E.2d 276 (1948)).

“In making this determination, the legislature is vested with a broad discretion, and the judgment of the legislature is to be accepted in the absence of a clear showing that the purported Public purpose is but an evasion and that the purpose is, in fact, private.” *Id.* at 430, 223 Ill.Dec. 647, 680 N.E.2d 380 (citing *Salem*, 53 Ill.2d at 355, 291 N.E.2d 807, *People ex rel. McDavid v. Barrett*, 370 Ill. 478, 482, 19 N.E.2d 356 (1939), and *Hagler v. Small*, 307 Ill. 460, 474, 138 N.E. 849 (1923)).

“This court has recognized that ‘[t]he execution of a public purpose which involves the expenditure of money is usually attended with private benefits.’ ” *Id.* at 436–37, 223 Ill.Dec. 647, 680 N.E.2d 380 (quoting *Hagler*, 307 Ill. at 473, 138 N.E. 849). “If the principal purpose of the enactment is public in nature, it is irrelevant that there will be an incidental benefit to private interests.” *Id.* at 437, 223 Ill.Dec. 647, 680 N.E.2d 380 (citing *Salem*, 53 Ill.2d at 355, 291 N.E.2d 807, and *People ex rel. Adamowski v. Chicago R.R. Terminal Authority*, 14 Ill.2d 230, 236, 151 N.E.2d 311 (1958)).

Unfortunately, some of the public officials here have made and supported decisions preventing farming. Their claim is that they have the right and power to decide whether farming is constitutional or whether leasing to a private entity serves a public purpose. They do not. Even more unfortunately, these decisions have cost the voters and taxpayers of Shelby County significant losses estimated at over \$120,000 in lost farm revenue to date. These are losses for whom those making and supporting such decisions may incur significant legal consequences. Because of the clearly specious and unsupportable positions resulting in these major losses, an investigation of possible official misconduct will be requested from the Illinois State Police Public Integrity Unit.

The opponents use sophistry and obfuscation to cloud the simplicity of this issue. It has always been lawful to farm with a private person and share the revenues. Whatever tag they give their argument, which shifts frequently, the fact remains that **55 ILCS 5/5-1049.2** expressly authorizes sharing farming revenues with a private person who does the work.

**2) COUNTY OFFICIALS CANNOT UNILATERALLY DECLARE SOMETHING UNCONSTITUTIONAL.**

The statute unequivocally authorizes farming with a private person and the sharing of revenues. The opponents still think that sharing revenues with a private person who does the farming doesn't meet the public purpose requirement of Art. 8, Sec. 1 (a).

What are their legal options:

- 1) Persuade the legislature to revoke or change the statute.**
- 2) File a declaratory judgment action in the Shelby County Circuit Court asking that a court rule that such a farming practice, though clearly authorized by statute, violates the public funds clause of the Illinois Constitution.**

They **CANNOT** declare that they believe that farming with a private person is unconstitutional therefore they are not going to abide by state law.

This is exactly what they have done in their decisions that stopped farming in 2021 and half of 2023.

Imagine the chaos if every one of the 6,963 units of Illinois local government took it upon themselves to decide what is or is not constitutional and could simply ignore any law they felt was unconstitutional. That is anarchy, which is what is being wrought by these unilateral decisions.

The statute clearly authorizes farming with a private person. All statutes are presumed constitutional. "**Statutes are presumed to be constitutional, and the party challenging the validity of the statute has the burden to clearly establish the constitutional invalidity.**" See *People v. Einoder*, 2004, 283 Ill.Dec. 551, 209 Ill.2d 443, 808 N.E.2d 517. Thus, the farming statute must be presumed to be constitutional, therefore it must be presumed to have met the Public Purpose under Article 8, Sec 1.(a).

The duty of public officials is to follow all statutes. If the opponents believe that the statute reads or should read other than as clearly stated on its face, or believe that the application of the statute to farming in this case is unconstitutional, then they should bring forth a legal challenge. This board does not get to be the SUPER legislature or the SUPER court and declare the law unconstitutional or that it does not meet the requirements for "Public Purpose." Any other approach is total chaos and anarchy. These are irrefutable statements of law which are not up for interpretation.

With their sophistry, opponents of farming are trying to convince you that there is no viable way to farm, therefore the farm must be sold.

To meet your statutory and fiduciary duties to the People, you must farm now. Any failure to farm this year will add to the already significant financial

losses to the People and will be a violation of your statutory fiduciary duties, which may have significant legal consequences.

*(Notes to opponent):*

- 1. Attorney general opinions have no force or effect of law and cannot be cited as binding, legal authority.*
- 2. As a matter of statutory construction, since the legislature has not defined public purpose in the statute, then all purposes are presumed constitutional unless and until challenged in the courts.*



(55 ILCS 5/5-1049.2)

Sec. 5-1049.2. Lease of county property.

(a) The county board may lease real estate acquired or held by the county for any term not exceeding 99 years and may lease the real estate when, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the county. The authority to lease shall be exercised by an ordinance passed by three-fourths of the full county board then holding office, at any regular meeting or at any special meeting called for that purpose.

(b) Notwithstanding subsection (a), upon three-fourths vote, by the full county board, the county board may lease farmland acquired or held by the county for any term not exceeding 5 years. Farmland may be leased to either public or private entities via a cash lease, crop-sharing arrangement, or custom farming arrangement. The bid process for a lease entered into under this subsection must be publicly advertised and sealed bids must be opened at a county board meeting for public review. Counties shall not acquire farmland for the sole purpose of entering into a cash lease, crop-sharing arrangement, or custom farming arrangement or other speculative purpose.

(Source: P.A. 103-415, eff. 8-4-23.)

# Constitution of the State of Illinois

## ARTICLE VIII

### FINANCE

#### SECTION 1. GENERAL PROVISIONS

(a) Public funds, property or credit shall be used only for public purposes.

(b) The State, units of local government and school districts shall incur obligations for payment or make payments from public funds only as authorized by law or ordinance.

(c) Reports and records of the obligation, receipt and use of public funds of the State, units of local government and school districts are public records available for inspection by the public according to law.

(Source: Illinois Constitution.)

#### SECTION 2. STATE FINANCE

(a) The Governor shall prepare and submit to the General Assembly, at a time prescribed by law, a State budget for the ensuing fiscal year. The budget shall set forth the estimated balance of funds available for appropriation at the beginning of the fiscal year, the estimated receipts, and a plan for expenditures and obligations during the fiscal year of every department, authority, public corporation and quasi-public corporation of the State, every State college and university, and every other public agency created by the State, but not of units of local government or school districts. The budget shall also set forth the indebtedness and contingent liabilities of the State and such other information as may be required by law. Proposed expenditures shall not exceed funds estimated to be available for the fiscal year as shown in the budget.

(b) The General Assembly by law shall make appropriations for all expenditures of public funds by the State. Appropriations for a fiscal year shall not exceed funds estimated by the General Assembly to be available during that year.

(Source: Illinois Constitution.)

#### SECTION 3. STATE AUDIT AND AUDITOR GENERAL

(a) The General Assembly shall provide by law for the audit of the obligation, receipt and use of public funds of the State. The General Assembly, by a vote of three-fifths of the members elected to each house, shall appoint an Auditor General and may remove him for cause by a similar vote. The Auditor General shall serve for a term of ten years. His compensation shall be established by law and shall not be diminished, but may be increased, to take effect during his term.

(b) The Auditor General shall conduct the audit of public funds of the State. He shall make additional reports and investigations as directed by the General Assembly. He shall report his findings and recommendations to the General Assembly and to the Governor.

(Source: Illinois Constitution.)

In other happenings, a local *Facebook group* in Shelby County advocating for leasing or farming the county farm, used an outdated post from a lobbying firm, which pointed to an outdated newspaper article containing language not found within the approved and signed-into-law HB 1076 (“The Farm Bill”), in an attempt as swaying public opinion.

The Shelby County Illinois Democrat Party also *took the bait*, along with *Jake Cole (twice)*, and repeated the posting of the outdated language contained within the outdated article.

For the record, we have never indicated HB1076 was unconstitutional, or that the county could not farm the farm, only that leasing it to a private farmer would constitute a violation of the constitution’s requirement of a “public purpose” as that term has been applied by various Attorney General opinions.

**From among the misinformation** (emphasis ours):

*“As the article states, “If signed by Pritzker, the bill would amend the Counties Code, effective immediately, to clarify that, upon a three-fourths vote of the full county board, a county may lease farmland it owns for up to five years at a time to either public or private entities **for the ‘public purpose of financially supporting the operations of the government,’** including via a cash-rent lease, crop-sharing arrangement or custom farming arrangement.” “*

**From the actual passed and signed HB1076** (now *Public Act 103-0415*) Please click the link and read it straight from the General Assembly’s website:

*... upon three-fourths vote, by the full county board, the county board may lease farmland acquired or held by the county for any term not exceeding 5 years. Farmland may be leased to either public or private entities via a cash lease, crop-sharing arrangement, or custom farming arrangement. . . .*

There is no language within the actual signed Public Act stating “**for the ‘public purpose of financially supporting the operations of the government,’**” – It does not exist.

of lotteries in interstate commerce. 18 U.S.C. §§ 1301 through 1304, 1953(a) (2000). Plaintiffs then argue, with no citation to authority, that “because the programs constitute illegal gambling under federal law, expending State funds to establish them violates the Constitution’s command that public funds be used only for public purposes.” We disagree.

¶ 76 Plaintiffs’ premise that the programs are illegal is questionable. First, video gaming does not appear to fit within the definition of a “lottery” under federal law, which means the Video Gaming Act is not subject to the federal criminal gambling laws relied on by plaintiffs. See 18 U.S.C. §§ 1307(d), 1953(e). Secondly, from our review of the legislation, it appears that the amendments to the Illinois Lottery Law in Public Acts 96–34 and 96–37 were drafted with the goal of conforming with the federal guidelines for lotteries conducted by a state acting under the authority of state law. See 18 U.S.C. §§ 1307(a)(1), (b)(1), 1953(b)(4); see also Scope of Exemption Under Federal Lottery Statutes for Lotteries Conducted by a State Acting Under the Authority of State Law, Op. O.L.C. (Oct. 16, 2008), <http://www.justice.gov/olc/2008/state-conducted-lotteries101608.pdf>.

\*917 \*\*236 ¶ 77 In any event, even if plaintiffs are correct that the video gaming and lottery private manager provisions violate federal criminal law, it does not follow that these provisions violate the public funds clause in the constitution. Whether an enactment complies with federal law is not the test for deciding whether the enactment runs afoul of the public funds clause.

[20] ¶ 78 The principles regarding a public purpose under article VIII, section 1(a), are well settled. To establish that a statute is unconstitutional, “facts must be alleged indicating that governmental action has been taken which directly benefits a private interest without a corresponding public benefit.” *Empress Casino Joliet Corp. v. Giannoulis*, 231 Ill.2d 62, 85, 324 Ill.Dec. 491, 896 N.E.2d 277 (2008) (quoting *Paschen v. Village of Winnetka*, 73 Ill.App.3d 1023, 1028–29, 29 Ill.Dec. 749, 392 N.E.2d 306 (1979)). “This court has long recognized that what is for the public good and what are public purposes are questions which the legislature must in the first instance decide.” *In re Marriage of Lappe*, 176 Ill.2d 414, 429–30, 223 Ill.Dec. 647, 680 N.E.2d 380 (1997) (citing *People ex rel. City of Salem v. McMackin*, 53 Ill.2d 347, 355, 291 N.E.2d 807 (1972), and *Cremer v. Peoria Housing Authority*, 399 Ill. 579, 588, 78 N.E.2d 276 (1948)). “In making this determination, the legislature is vested with a broad discretion, and the judgment of the legislature is to be

accepted in the absence of a clear showing that the purported Public purpose is but an evasion and that the purpose is, in fact, private.” *Id.* at 430, 223 Ill.Dec. 647, 680 N.E.2d 380 (citing *Salem*, 53 Ill.2d at 355, 291 N.E.2d 807, *People ex rel. McDavid v. Barrett*, 370 Ill. 478, 482, 19 N.E.2d 356 (1939), and *Hagler v. Small*, 307 Ill. 460, 474, 138 N.E. 849 (1923)).

[21] ¶ 79 “This court has recognized that ‘[t]he execution of a public purpose which involves the expenditure of money is usually attended with private benefits.’” *Id.* at 436–37, 223 Ill.Dec. 647, 680 N.E.2d 380 (quoting *Hagler*, 307 Ill. at 473, 138 N.E. 849). “If the principal purpose of the enactment is public in nature, it is irrelevant that there will be an incidental benefit to private interests.” *Id.* at 437, 223 Ill.Dec. 647, 680 N.E.2d 380 (citing *Salem*, 53 Ill.2d at 355, 291 N.E.2d 807, and *People ex rel. Adamowski v. Chicago R.R. Terminal Authority*, 14 Ill.2d 230, 236, 151 N.E.2d 311 (1958)).

¶ 80 Plaintiffs do not allege that either the video gaming or lottery manager provisions benefit a private interest without a corresponding public benefit, or that the legislature’s stated purpose for the enactments is an evasion and that the purpose is, in fact, private. The purpose of the Video Gaming Act is to increase revenue to the state, undoubtedly a public purpose. With regard to the lottery provisions, although the private manager of the lottery may receive up to 5% of lottery profits as compensation (Pub. Act 96–37 (eff. July 13, 2009) (amending 20 ILCS 1605/9.1 (West 2008))), this does not negate the public purpose of the provisions. Where an enactment authorizes the expenditure of public funds pursuant to a public purpose, an “incidental benefit to private interests” does not cause the enactment to be unconstitutional. See *Lappe*, 176 Ill.2d at 437, 223 Ill.Dec. 647, 680 N.E.2d 380. We find no violation of the public funds clause. Accordingly, we affirm the judgment of the circuit court with respect to count II of plaintiffs’ complaint.

#### ¶ 81 IV. Uniformity Clause

[22] ¶ 82 Article IX, section 2, of the Illinois Constitution (the uniformity clause), provides:

“In any law classifying the subjects or objects of non-property taxes or fees, the classes shall be reasonable and the \*\*237 \*918 subjects and objects within each class shall be taxed uniformly.” Ill. Const.1970, art. IX, § 2.



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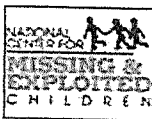
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(720 ILCS 5/33-3) (from Ch. 38, par. 33-3)  
Sec. 33-3. Official misconduct.

(a) A public officer or employee or special government agent commits misconduct when, in his official capacity or capacity as a special government agent, he or she commits any of the following acts:

(1) Intentionally or recklessly fails to perform any mandatory duty as required by law; or

(2) Knowingly performs an act which he knows he is forbidden by law to perform; or

(3) With intent to obtain a personal advantage for himself or another, he performs an act in excess of his lawful authority; or

(4) Solicits or knowingly accepts for the performance of any act a fee or reward which he knows is not authorized by law.

(b) An employee of a law enforcement agency commits misconduct when he or she knowingly uses or communicates, directly or indirectly, information acquired in the course of employment, with the intent to obstruct, impede, or prevent the investigation, apprehension, or prosecution of any criminal offense or person. Nothing in this subsection (b) shall be construed to impose liability for communicating to a confidential resource, who is participating or aiding law enforcement, in an ongoing investigation.

(c) A public officer or employee or special government agent convicted of violating any provision of this Section forfeits his or her office or employment or position as a special government agent. In addition, he or she commits a Class 3 felony.

(d) For purposes of this Section:

"Special government agent" has the meaning ascribed to it in subsection (1) of Section 4A-101 of the Illinois Governmental Ethics Act.

(Source: P.A. 101-652, eff. 7-1-21.)

SECTION 4. SYSTEMS OF ACCOUNTING, AUDITING AND REPORTING

The General Assembly by law shall provide systems of accounting, auditing and reporting of the obligation, receipt and use of public funds. These systems shall be used by all units of local government and school districts.  
(Source: Illinois Constitution.)

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