

November 12, 2024
SHELBY COUNTY BOARD MEETING AGENDA
November 14, 2024 – 7:00 P. M.
Courtroom A, Shelby County Courthouse, Shelbyville

1. Call to Order- Pledge of Allegiance-Prayer
2. Roll Call
3. Discussion and vote on approval of Minutes from:
 - October 10, regular board meeting
 - October 21, emergency board meeting
 - November 7, special board meeting
4. Announce vacancy in County Board District #8 due to resignation of Jeremy Williams
5. Discussion and vote to make appointment to fill vacancy in County Board District #8 upon recommendation of the Republican Central Committee
6. Probation CMO Heather Wade –Discussion and vote to approve annual Drunk and Drugged Driving Prevention Month Proclamation
7. Discussion and vote to approve the annual Resolution for services of the State’s Attorney Appellate Prosecutors office (12/1/24 – 11/30/25) for \$10,000 per 725 ILCS 210/1 et seq
8. EMA Director Scott McKee – Discussion and vote to approve the use of \$21,500 in ARPA funds for IPAWS compatible software
9. Michael Tappendorf, County Highway Engineer’s Report – Discussion and vote to approve the following:
 - Resolution for “NO PARKING” signage to be placed on County Highway 2 around Wilborn Creek
 - Engineering Agreement with Hampton, Lenzini, and Renwick for 2024 bridge inspection program for \$64,000
 - Engineering Agreement with Gonzalez Companies for services related to the reconstruction of structure 087-3120 estimated costs of \$17,250, payment anticipated by the State of Illinois
 - 50/50 Petition from Rose Township Highway Commissioner to demolish and construct a new bridge (SN 087-3161) on TR221 (1010N/1250E) southwest of Shelbyville
 - Engineering Agreement with Hampton, Lenzini, and Renwick for engineering services for the reconstruction of 087-3161 in Rose Twp, estimated cost is \$48,000, payment anticipated by the State of Illinois
 - 50/50 petition from Shelbyville Township Highway Commissioner to remove and replace box culvert with concrete pipes, estimated cost is \$23,160
 - 50/50 petition from Okaw Township Highway Commissioner to install storm relief CMP pipes along 1650E at the intersection with Union Pacific Railroad. Estimated cost is \$5,996
10. Discussion and vote to approve continuing the ARPA \$1.00/hour premium pay and health insurance payment (if wellness checks completed) for all Non-Union employees until a new union contract is negotiated and signed
11. Discussion and vote to rescind Resolution 2024-34, regarding the sale of the County Farm
12. Discussion and vote to approve Liquor License renewal for the following establishments for FY 24-25:
 - Jacki’s Gaming dba Lucky Ducks Gaming – Class 5 -Restaurant B
 - Oak Terrace Resort – Class 3 Resort
 - Castaways at Coon Creek - Class 1 Beer
 - Willow Ridge Winery (2) – Class 4 Winemakers, Class 7 Banquet Hall
 - Twilight Distillery – Class 8 Craft Distillers
 - Vahling Vineyards (2) – Class 4 Winemakers, Class 7 Banquet Hall
 - Eagle Creek Golf Course – Class 6 Golf Course
13. Committee Reports

14. Chairman Updates

15. Chairman Appointments –

Brian McReynolds – Christian/Shelby 9-1-1 Board as Elected Official
appointment
Scott McKee to Christian/Shelby 9-1-1 Board from Public Safety Sector
Mitchell Shuff to the Rescue Squad committee

16. Correspondence

17. Old Business

18. ARPA funds update

19. Approval of Claims

20. Public Body Comment

21. Adjournment

Prayer today is given by Board member Tim Brown

Please silence cell phones during the Board meeting.

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

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

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

Chairman Sonny Ross called the meeting to order. All present recited the Pledge of Allegiance, and Board member Tim Brown gave the prayer.

County Clerk Jessica Fox called the roll. Edwards, Martin, Martz, and Otis were absent.

Minutes for the October 10, 2024, Board meeting were presented for approval. McCormick made motion to approve the minutes. Tate seconded said motion, which passed by voice vote (15 yes, 0 no).

Minutes from the October 21, 2024, emergency meeting were presented for approval. Wallace made motion to approve. Keenan seconded said motion, which passed by voice vote (15 yes, 0 no).

Minutes from the November 7, 2024, special board meeting were presented for approval. Cole made motion to approve. Shuff seconded said motion, which passed by voice vote (15 yes, 0 no).

A vacancy was announced in County Board District 8 due to the resignation of Jeremy Williams. The Republican Central Committee recommended the appointment of Chad Yantis to fill this vacancy.

Nelson made motion to approve the appointment. Firnhaber seconded said motion, which passed by voice vote (15 yes, 0 no). Clerk Fox administered the Oath to Yantis and he took his seat on the board.

Probation Officer and Drug Court Coordinator Angie Durbin requested the board proclaim December 2024 as Drunk and Drugged Driving Prevention month. The memorial tree will be placed in the Courthouse throughout the month of December. Durbin thanked the board for their support. (Proclamation attached to these minutes).

Morse made motion to approve the proclamation. Firnhaber seconded said motion, which passed by voice vote (16 yes, 0 no).

Ross presented the annual Illinois State Appellate Prosecutor resolution for approval. Ross informed the board he had spoken with the office, and they assist Shelby County with many cases, and the costs for those are all covered by the one amount. This year's amount is \$10,000 but Ross told the board those costs would be much higher if the County had to hire outside attorneys.

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

EMA Coordinator Scott McKee addressed the board requesting \$21,500 in ARPA funds for IPAWS software, a public alert system, to include a 4-year agreement with TextMyGov. McKee previously updated the board on this program and informed them there be no automatic renewal after the 4 years.

Mayhall made motion to approve the use of ARPA funds for this program. Tate seconded said motion, which passed by roll call vote (16 yes, 0 no). Ayes: Amling, Boehm, Brown, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Nelson, Ross, Shuff, Tate, Wallace, and Yantis. Nays: none.

Chairman Ross called for the Highway Engineer's Report.

Highway Engineer Michael Tappendorf covered his monthly Highway report, prior to addressing items requiring board attention.

A resolution for no parking signage to be placed on County Highway 2 around Wilborn Creek, was presented for approval. Brown made motion to approve the resolution. Firnhaber seconded said motion, which passed by voice vote (16 yes, 0 no).

The next agreement presented was an engineering agreement with Gonzalez Companies for services related to the reconstruction of structure 087-3120. Estimated costs of \$17,250 are expected to be paid by the State of Illinois.

Shelby County Board Meeting
November 14, 2024

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

Tappendorf presented a 50/50 petition from the Rose Township Highway Commissioner requesting approval to demolish and construct a new bridge on TR221 (1010N/1250E), southwest of Shelbyville. Brown made motion to approve the 50/50 petition. Shuff seconded said motion, which passed by voice vote (16 yes, 0 no).

An engineering agreement with Hampton, Lenzini, and Renwick for engineering services for the bridge in Rose Township was presented. Estimated costs are \$48,000 and payment is expected from the State of Illinois.

Brown made motion to approve the agreement with HLR. Firnhaber seconded said motion, which passed by roll call vote (16 yes, 0 no). Ayes: Amling, Boehm, Brown, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Nelson, Ross, Shuff, Tate, Wallace, and Yantis. Nays: none

The Shelbyville Township Highway Commissioner requests approval for a 50/50 petition to remove and replace a box culvert with concrete pipes. Estimated costs are \$23,160. Brown made motion to approve the 50/50 petition. Shuff seconded said motion, which passed by roll call vote (16 yes, 0 no). Ayes: Amling, Boehm, Brown, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Nelson, Ross, Shuff, Tate, Wallace, and Yantis. Nays: none.

The final 50/50 petition presented was from the Okaw Township Highway Commissioner to install storm relief CMP pipes along 1650E at the intersection with Union Pacific Railroad. Estimated costs are \$5,996. Brown made motion to approve the 50/50 petition. Firnhaber seconded said motion, which passed by roll call vote (16 yes, 0 no). Ayes: Amling, Boehm, Brown, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Nelson, Ross, Shuff, Tate, Wallace, and Yantis. Nays: none.

Boehm made motion to approve continuing the ARPA \$1.00/hour premium pay and health insurance payment (if wellness checks completed) for all non-union employees until a new union contract is negotiated and signed. Mayhall seconded said motion. Both Union contracts have expired, and it was recently approved to continue this practice with AFSCME until a new contract is approved. Boehm's motion, with Mayhall's second passed by roll call vote (16 yes, 0 no). Ayes: Amling, Boehm, Brown, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Nelson, Ross, Shuff, Tate, Wallace, and Yantis. Nays: none.

McCormick made motion to rescind resolution 2024-34, regarding the sale of the county farm. Boehm seconded said motion, discussion was held.

McCormick stated his purpose for this agenda item was to get the county board out of the lawsuit and work with the State's Attorney to draft a legal resolution to sell the farm should the board decide to move forward with that. McCormick stated he had read that anyone that had voted in favor of that resolution could make a motion to rescind. Ross stated the board had gotten themselves into this mess by doing things they thought were right, being as the board is engaged in a lawsuit and doesn't currently have court appointed counsel, he did not know if rescinding the resolution would necessarily get the board out of the lawsuit. Ross also stated he had concerns that rescinding this resolution wouldn't compound the issue and create additional legal issues. The court has not yet appointed legal counsel for the county board. The lone bidder has been made aware there is a pending lawsuit regarding the sale of the farm. The situation is in status quo, nothing is moving, nothing is happening. Ross said he personally was not in favor of doing anything regarding that resolution without having court-appointed counsel. The statement was made that Robert's Rules would not allow the resolution to be rescinded since action has been taken on the resolution. Mayhall reported that in the most current edition of Robert's Rules, it states the parts of the resolution which have been acted on, cannot be undone; however, those parts that haven't been acted on could be. Ross stated that there are opinions on both sides of that.

Firnhaber made motion to table this agenda item. Keenan seconded said motion. Motion to table passed by voice vote (11 yes, 5 no – Boehm, Cole, McCormick, Mayhall, and Morse).

The next item for action was the approval of liquor license renewals for FY 2025.
Jacki's Gaming dba Lucky Ducks Gaming – Class 5 Restaurant B
Oak Terrace Resort – Class 3 Resort
Castaways at Coon Creek – Class 1 Beer
Willow Ridge Winery – Class 4 Winemakers and Class 7 Banquet Hall
Twilight Distillery – Class 8 Craft Distillers
Vahling Vineyards – Class 4 Winemakers and Class 7 Banquet Hall
Eagle Creek Golf Course – Class 6 Golf Course

Shelby County Board Meeting
November 14, 2024

Firnhaber made motion to approve the liquor license for Jacki's Gaming, dba Lucky Ducks Gaming. Hardy seconded said motion. It was asked if there had been any issues at any of the establishments requesting approval for a liquor license renewal. It was asked if Shelbyville Township was still a dry township. Boehm made a statement that there were records showing there had been a vote regarding the wet/dry of Shelbyville Township. Firnhaber stated the legality of the wet/dry issue was one that should be decided by the courts and not for the county to decide at this time. Boehm requested a roll call vote. Renewal of Jacki's Gaming dba Lucky Ducks Gaming liquor license passed by roll call vote (10 yes, 3 no, Morse, Shuff, and Yantis, and 3 abstain – Boehm, Keenan, and Mayhall) Ayes: Amling, Brown, Cole, Firnhaber, Hardy, McCormick, Nelson, Ross, Tate, and Wallace. Nays: Morse, Shuff, and Yantis. Abstain: Boehm, Keenan, Mayhall.

Ross asked if any members of the board had any issue with him taking one vote on the remaining liquor license renewals. Tate made motion to approve the remaining liquor license renewals. Firnhaber seconded said motion, which passed by voice vote (16 yes, 0 no).

Chairman Ross called for committee reports.

Public Safety committee chair Mayhall informed the board that although the committee had not met recently in an effort to save time and expense, regular communications are had with those that lead those various departments.

R/B committee chair Brown said the cookout at the Highway Department was well received by the employees and a few board members also attended. Next year the plan is to also include department heads in the invitation.

Under Chairman updates, Ross said he met with LaVonne Chaney, president of the Mental Health "708" board about various bills that had been submitted for payment. Ross said he now has a much better understanding of the services offered/provided, the way the funds are used, and stated the services provided are very necessary to the county.

Chairman Ross requested the following appointments.

Brian McReynolds to the ETSB 9-1-1 board as the elected official appointment for a 1-year term. Firnhaber made motion to approve the appointment, seconded by Tate. Appointment passed by voice vote (16 yes, 0 no).

Scott McKee to the ETSB 9-1-1 board as a public safety member for a 1-year term. Firnhaber made motion to approve the appointment, seconded by Wallace. Appointment passed by voice vote (16 yes, 0 no).

Mitchell Shuff to the Rescue Squad committee. Firnhaber made motion to approve the appointment, seconded by Wallace. Appointment passed by voice vote (16 yes, 0 no).

Under old business, Ross stated that the audit was done, but not yet complete, as the single audit and circuit clerk audit still need to be completed, but these items are being worked on. Mayhall and Ross have been in conversations with other auditors who they hope can jump in and do the 2023 audit, once the 2022 audit has been finalized. Morse expressed concerns about the draft budget sitting for 15 days and constantly changing. Ross said the budget must be approved by 12/1. The statute says the budget must lay for 15 days, but that changes can still be made.

Firnhaber made motion to approve the payment of claims as reviewed by the respective committees. Tate seconded said motion. Discussion was held.

Ross stated the board needs more information regarding the bill from Benford & Brown in the amount of \$7,837.50 and recommended pulling this bill from those to be approved for payment. Mayhall made motion to approve amending the bills. McCormick seconded said motion, which passed by voice vote (15 yes, 1 no - Firnhaber).

Ross recommended amended the claims to include the \$128,916.35 claims submitted by Shelby County Community Services. Mayhall made motion to approve this amendment. Tate seconded said motion, which passed by voice vote (16 yes, 0 no).

The original motion to pay the bills made by Firnhaber and seconded by Tate, passed by roll call vote (16 yes, 0 no). Ayes: Amling, Boehm, Brown, Cole, Firnhaber, Hardy, Keenan, Mayhall, McCormick, Morse, Nelson, Ross, Shuff, Tate, Wallace, and Yantis.


Chairman Ross called for Public Body Comment. A summary of public body comment/opinion is listed as follows:

Rescinding the Farm sale resolution
County's right to refuse all bids
Recent comments made by a board member about law enforcement

Shelby County Board Meeting
November 14, 2024

FY 24-25 budget
FY 22 audit
Right to free speech
Support for county employees and elected officials

Nelson made motion to adjourn the meeting of the Shelby County Board. Firnhaber seconded said motion, which passed by voice vote (15 yes, 0 no) and the meeting was adjourned at 8:20 P. M.


Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

Nov. 14, 2024

REGULAR MEETING

		ROLL CALL			QUESTIONS									
		MILEAGE	11/14/2024 P.M.	1/2024 P.M.	SAAP Reso ON MOTIONS TO 10,000.-		21,500 AAAA ON MOTIONS TO IPAW5		HLE Bridge ON MOTIONS TO Inspect 2025 64,000.-		Eng Ag ON MOTIONS TO Gonzalez 17,250 reconstruction		Eng Ag HLE ON MOTIONS TO 087-3161 Rose Twp 48,000.-	
COUNTY BOARD MEMBERS					AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	AMLING, CLARK	44	✓		✓		✓		✓		✓		✓	
	BOEHM, TERESA		✓		✓		✓		✓		✓		✓	
	BROWN, TIM	41	✓		✓		✓		✓		✓		✓	
	COLE, CAROL	0	✓		✓		✓		✓		✓		✓	
	EDWARDS, JULIE													
	FIRNHABER, MARTHA	0	✓		✓		✓		✓		✓		✓	
	HARDY, CLAY	20	✓		✓		✓		✓		✓		✓	
	KEENAN, DOUG		✓		✓		✓		✓		✓		✓	
	MARTIN, ANNETTE	44	A											
	MARTZ, SHAWNE		A											
	MAYHALL, TAD	14	✓		✓		✓		✓		✓		✓	
	MCCORMICK, HEATH		✓		✓		✓		✓		✓		✓	
	MORSE, TIM	0	✓		✓		✓		✓		✓		✓	
	NELSON, LORI	54	✓		✓		✓		✓		✓		✓	
	OTIS, CHRISTIE		A											
	ROSS, SONNY	24	✓		✓		✓		✓		✓		✓	
	SHUFF, MITCHELL	10	✓		✓		✓		✓		✓		✓	
	TATE, DON	40	✓		✓		✓		✓		✓		✓	
	WALLACE, BRENT	50	✓		✓		✓		✓		✓		✓	
	Yantis, Chad				✓		✓		✓		✓		✓	
	Sworn + seated													

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

Nov. 14, 2024

REGULAR MEETING

		ROLL CALL			QUESTIONS									
			1 / 2024	1 / 2024	50/50 ON MOTIONS TO Shelbyville Top 23,160.-	50/50 ON MOTIONS TO Oklaw Twp 5,996.-	1.00 ARPA ON MOTIONS TO Non - Unit Employer	Jacki's ON MOTIONS TO Gaming Liquor			Payment ON MOTIONS TO of Claims			
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	AMLING, CLARK	44			✓		✓		✓		✓		✓	
	BOEHM, TERESA				✓		✓		✓		Abstain		✓	
	BROWN, TIM	41			✓		✓		✓		✓		✓	
	COLE, CAROL	0			✓		✓		✓		✓		✓	
	EDWARDS, JULIE													
	FIRNHABER, MARTHA	0			✓		✓		✓		✓		✓	
	HARDY, CLAY	20			✓		✓		✓		✓		✓	
	KEENAN, DOUG				✓		✓		✓		Abstain		✓	
	MARTIN, ANNETTE	44												
	MARTZ, SHAWNE													
	MAYHALL, TAD	14			✓		✓		✓		Abstain		✓	
	MCCORMICK, HEATH				✓		✓		✓		✓		✓	
	MORSE, TIM	0			✓		✓		✓		✓		✓	
	NELSON, LORI	54			✓		✓		✓		✓		✓	
	OTIS, CHRISTIE													
	ROSS, SONNY	24			✓		✓		✓		✓		✓	
	SHUFF, MITCHELL	10			✓		✓		✓		✓		✓	
	TATE, DON	40			✓		✓		✓		✓		✓	
	WALLACE, BRENT	50			✓		✓		✓		✓		✓	
	Yantis, Chad				✓		✓		✓		✓		✓	

Shelby County Clerk - Jessica Fox

From: Shelby County District 8 - Jeremy Williams
Sent: Sunday, November 3, 2024 8:08 PM
To: Shelby County Clerk - Jessica Fox
Subject: Resignation
Attachments: Resignation Letter.docx

Jessica,

Please consider this communication as my immediately effective resignation from the Shelby County Board. I have attached a brief statement.

Thank you,

Jeremy Williams

FILED
NOV 04 2024
Jessica Fox
SHELBY COUNTY CLERK

Our public policy situation has resulted in an extremely charged climate. I hope my words here will reach the hearts and minds of all those who read or hear them, for it is from my heart and mind, and from the Holy Spirit, that these words come.

Many in our community have forgotten how to respectfully agree to disagree. The willingness to do this comes more easily if we align the spirit in which we operate with that of the Lord. I haven't seen much of God in our activities. He should be central within us. It seems that we bring our politics in the courthouse with us while we leave God outside. I suggest the opposite. Perhaps our opening prayers might have significance instead of being rendered only to words.

We are called to something higher and greater than our human flaws. We are called to do better and to be better. To be human is to be flawed and sinful. Aspiring to humanity is a trap. We are called to be more Christ-like, which is better than what we are. We're already human. We are not called to be more of what we already are. We are called to grow beyond that.

On to the reason for which I am retiring from public life. When I entered this position I was full of hope and optimism. Gladly burdened by responsibility and dedication, I made positive effort to perform to the best of my ability. I aspired to do my best, even if others did their worst. But I can no longer say this. With the way our community has turned on itself, I find no more altruistic motivation. With the way this community's people have vilified, harassed, bullied, and all but crucified each other, I think we truly are lost. The last thing I do is the first thing I should've done: to lean toward Christ. When we harbor resentment in any relationship, it's almost impossible to recover what has been lost. My heart is not full of resentment, but the cancer grows.

Some would say that the climate here is a result of outside influences. While I cannot deny their involvement, sometimes even to provocation, I believe that the People of Shelby County are responsible for our own destiny. The good news, and the bad, is that the power to destroy our own community resides only in us. We get to choose how we react. We get to choose how we treat our neighbors. And we have yet to choose how far we will fall.

Lastly, and most importantly, there is a spiritual stronghold here in our politics, our policy, our courthouse, and in our community. I believe a spirit of corruption, complicity, and complacency exists, and it is extremely deeply rooted. In certain opposition to this I call out the evil influence. I identify it as being of the devil. May it have no more hold here. May it wither and die in the Lord's time. May it be bound by the Lord as it awaits Hellfire. By the power God, may we be set free from it. May its scar upon our land be wiped clean by His hand. If I did nothing in public service, let me have done this. If we have truly united around nothing else, let us do so around this. If we are to try to speak to the future, let our call be this.

FILED
NOV 04 2024

Jessie Fox
SHELBY COUNTY CLERK

PROCLAMATION

Drunk and Drugged Driving (3D) Prevention Month

The November and December holiday seasons are traditionally one of the deadliest times for alcohol-impaired driving. Millions of families across the nation will be celebrating this wonderful holiday season looking back on all their accomplishments this past year. However, for a few thousand families the holiday seasons are a sad reminder because they lost a loved one to an impaired driver during a previous year. For those families, this is an appropriate time to focus attention on both the problems and the solutions.

In 2023 there were 294 people killed in alcohol-impaired fatalities which was approximately 23% of all crash fatalities in the State of Illinois. Furthermore, there were 21,975 DUI arrests recorded in the State of Illinois in 2023. Evidence-based practices have shown us that community-based programs involving consumer education, effective laws, and strong law enforcement presence have been proven successful in reducing impaired driving.

Organizations from every State in this great nation are joining together this holiday season by supporting anti-impaired driving programs and policies. Thanks to the Shelby County Probation Office, Shelby County is a partner in that effort to make our roads and streets safer by offering Victim Impact Panels (VIP) and other evidence-based practices this holiday season. Furthermore, to show support to the 330 families that will have to spend this holiday season without their loved ones Shelby County Probation will have a Christmas Tree in the Court House Lobby with one ribbon for every DUI crash fatality in 2023.

Now, therefore, I, Sonny Ross, Shelby County Board Chairman, do hereby proclaim December 2024 as **Drunk and Drugged Driving (3D) Prevention Month** and do hereby call upon all citizens, government agencies, business leaders, hospitals, schools, and public and private institutions in Shelby County to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December 2024 holiday season.



Signature



STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO
DIRECTOR

DAVID J. ROBINSON
CHIEF DEPUTY DIRECTOR

DEPUTY DIRECTORS

EDWARD R. PSENICKA
SECOND DISTRICT

THOMAS D. ARADO
THIRD DISTRICT

DAVID J. ROBINSON
FOURTH DISTRICT

PATRICK D. DALY
FIFTH DISTRICT

BOARD OF GOVERNORS

FIRST DISTRICT:

KIMBERLY M. FOXX
STATE'S ATTORNEY
COOK COUNTY

SECOND DISTRICT:

PATRICK D. KENNEALLY
STATE'S ATTORNEY
McHENRY COUNTY

ERIC WEIS
STATE'S ATTORNEY
KENDALL COUNTY

THIRD DISTRICT:

ROBERT BERLIN
STATE'S ATTORNEY
DuPAGE COUNTY

JOSEPH R. NAVARRO
STATE'S ATTORNEY
LaSALLE COUNTY

FOURTH DISTRICT:

BEN GOETTEN
STATE'S ATTORNEY
JERSEY COUNTY

J. HANLEY
STATE'S ATTORNEY
WINNEBAGO COUNTY

GRAY HERNDON NOLL
STATE'S ATTORNEY
MORGAN COUNTY

FIFTH DISTRICT:

JAMES GOMRIC
STATE'S ATTORNEY
ST. CLAIR COUNTY

JUSTIN HOOD
STATE'S ATTORNEY
HAMILTON COUNTY

www.ilsaap.org

September 9, 2024

Honorable Ruth A. Woolery
Shelby County State's Attorney
301 East Main
Shelbyville, Illinois 62565

Dear State's Attorney Woolery:

At its regularly scheduled Board Meeting, the Board of Governors of the State's Attorneys Appellate Prosecutor reviewed in detail the county contributions needed for the upcoming period of December 1, 2024, to November 30, 2025.

Because of severe budgeting constraints and anticipated reductions in drug forfeitures, the Board voted unanimously to increase county contributions per enclosed Attachment A.

This will be the first increase for all counties since 2019.

This Agency will continue in its goal to provide the highest quality legal services in the most professional and effective manner. This includes the complete handling of appeals (including SAFE-T Act appeals), serving as special prosecutor when needed, providing tax objection services, and offering comprehensive continuing legal education programs to assist all prosecutors in meeting their mandatory requirements.

We are sending you the new invoice statement and a resolution. The resolution serves as the official contract between your county and our Agency. Because of audit requirements, we must have a signed copy of the resolution without any changes being made. Unless you send the signed resolution, we are unable to provide any legal services to your county.

When the resolution is approved, kindly return a fully executed copy to our Chief Fiscal Officer, Gloria Mundy.

As always, thank you for your active participation and support.

Please let me know if you have any questions or need any additional information.

Very truly yours,

Patrick J. Delfino
Director

FILED
NOV 12 2024

BEN GOETTEN
CHAIRMAN

Jessie Joy
SHELBY COUNTY CLERK

Attachment A

FY25 County Contributions
Based on 2020 U.S. Census Information

<u>Population</u>	<u>FY25 New Amount</u>	<u>FY24 Current Amount</u>	<u>Increase</u>
500,000 & over	\$55,000	\$49,000	\$6,000
200,000 - 499,999	\$47,000	\$42,000	\$5,000
114,000 - 199,999	\$41,000	\$37,000	\$4,000
65,000 - 113,999	\$31,000	\$28,000	\$3,000
50,000 - 64,999	\$25,000	\$22,000	\$3,000
37,500 - 49,999	\$21,000	\$18,000	\$3,000
30,000 - 37,499	\$18,000	\$15,000	\$3,000
23,000 - 29,999	\$12,000	\$9,000	\$3,000
14,500 - 22,999	\$10,000	\$8,000	\$2,000
9,000 - 14,499	\$7,500	\$5,500	\$2,000
6,200 - 8,999	\$5,000	\$4,000	\$1,000
0 - 6,199	\$3,500	\$2,500	\$1,000

RESOLUTION
2024-53

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Shelby County Board, in regular session, this 14th day of Nov., 2024 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Shelby County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2024 and ending November 30, 2025, by hereby appropriating the sum of \$10,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

Passed and adopted by the County Board of Shelby County, Illinois, this 14th day of November 2024.

ATTEST:


County Clerk

Chairman 

WWW.TEXTMYGOV.COM



DATE: 08/29/2024

Prepared For:
Shelby County IL
301 E Main St, Shelbyville, IL 62565, USA

Prepared By:
Daniel Brian | Director of Sales
TextMyGov

INTRODUCTION TO TEXTMYGOV

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, 97% of smartphone owners text regularly. The technology analysts at Compuware reported that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.

TEXTMYGOV SOLUTION

Summary for: Shelby County, IL

FEATURE	SOLUTION
<i>FIND INFORMATION</i>	<ul style="list-style-type: none"> TextMyGov allows citizens to find information using our smart texting solution. Citizens can ask questions via text messages and receive automatic responses based on Key Words in their initial text. Citizens can quickly find information like "absentee ballot, or "Voting Locations"
<i>REPORT ISSUES</i>	<ul style="list-style-type: none"> TextMyGov allows citizens to report issues such as "Stray Dog" or "Pothole" via text messaging from their phone. Agencies can customize a text thread to help gather important information such as citizen name, address of reported issue, and even allow citizens to send a picture of the reported issue. TextMyGov will automatically notify the correct department of the reported issue via email or text message. We discussed being able to report issues for Highway department as well as the Sheriff's office.
<i>SEND ALERTS</i>	<ul style="list-style-type: none"> TextMyGov gives agencies the ability to send out notifications/alerts as a text message. Agencies can create different notification groups like "City Events" or "County Elections" and citizens can choose what notification group to Opt-In to. Discussed sending alerts out for all departments including elections IPAWS integration for emergency notifications
<i>DEMO RECORDING</i>	<ul style="list-style-type: none"> TextMyGov Demo Recording Shelby County, IL

COST BREAKDOWN

This quote represents a subscription to TextMyGov with an initial TERM of 4-years. The agreement is set to be automatically renewed after the initial TERM. Support and services fees may increase in subsequent years but will increase no more than 5% per year. See below for the package price and other details.

Terms and conditions can be printed and attached as **Exhibit A** or viewed at www.TextMyGov.com/terms

Package Details

	Price	Billing
TextMyGov Service:	\$5,000	Annual
<ul style="list-style-type: none"> • TextMyGov web-based software • IPAWS integration • Database Import • Local phone number • Short code number (outgoing messages) • Unlimited users & departments • Unlimited support for every user • 10 GB managed online data storage • 75,000 text messages per year 		
Setup Fee	\$1,500	One-Time
First Year	\$6,500	Year 1
Annual	\$5,000	Annual

TERMS

- This is a 4-year term.
- First Invoice will be billed for 4-years.
- After the 4-Years term is complete, Shelby County, IL must provide a 60-day notice of cancellation or contract renewal. This agreement will NOT revert year to year.
- Customer is required to put TextMyGov widget on agency's website
- This proposal is valid until 11/15/2024
- Customer is required to provide a copy of W-9.
- The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60-days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time). See more information on our widget by clicking visiting textmygov.com/textmygov-widget/

ADDITIONAL SERVICES

<i>Service</i>	<i>Price</i>	<i>Billing</i>
Enhanced Media & Care Package <ul style="list-style-type: none"> Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information 	Price based on Population. Please contact your Account Executive for more details.	Annual
Additional Storage <ul style="list-style-type: none"> 100 GB of Storage 	\$250 per unit	Annual
Additional Text Messages <ul style="list-style-type: none"> 25,000 additional text messages 50,000 additional text messages 100,000 additional text messages 	\$300 \$550 \$750	Annual
Database <ul style="list-style-type: none"> Database of your local residence to improve citizen engagement and opt-in rate. Database could have already been included in the original quote. Please refer to the "Package Details" section. 	Price based on Population. Please contact your Account Executive for more details.	Annual

IMPLEMENTATION

GETTING STARTED

- After the basic service agreement is executed, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

CONFIGURATION

- The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

MEDIA KIT

- Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

UNLIMITED TRAINING AND SUPPORT

- After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Engineer Report:

Resolutions/Petitions for County Board Approval

- Discussion and Approval of “NO PARKING” Signage to be placed along County Highway 2. Placement will be around Wilborn Creek, approximately ½ mile South of the County Line.
- Resolution for Action of Agreement for Engineering Services to be provided from HLR (Hampton, Lenzini, & Renwick, Inc.) for the 2025 bridge inspection program. This is a requirement by the FHWA to complete bridge inspection. The estimated cost of engineering will be \$64,000, which would be paid from County Highway MFT and/or County Bridge Funds
- Resolution to approve a Supplemental engineering agreement with Gonzalez Companies to assist finalizing plans for the structural design, hydraulic study, and all other necessary items for the reconstruction of struct 087-3120. Estimated additional cost will be \$17,250 of which Township Bridge (State) is anticipated to pay 100% of the design cost. Any overages will be shared between Ridge Township and County Bridge Fund.
- Reconstruction of 087-3161
 - Approval of petition from Rose Township Highway Commissioners to demolish and construct a new bridge SN 087-3161 on TR 221, on 1010N/1250E, Southwest of Shelbyville. Preliminary Engineering agreement approval as separate agenda item on this meeting. 100% of the cost of Engineering is anticipated to be paid by the State of Illinois through the Township Bridge Program. Construction contracts to be approved at a future date by the Shelby County Board.
 - Resolution to approve engineering agreement with HLR (Hampton, Lenzini, & Renwick, Inc.) Inc to assist in the structural design, hydraulic study, and all other necessary items for the reconstruction of struct 087-3161. Estimated cost will be \$48,000 of which Township Bridge (State) is anticipated to pay 100% of the design cost. Any overages will be shared between Rose Township and County Bridge Fund.
- Discussion and Approval of 50/50 petition from Shelbyville Township Highway Commissioner to Remove and replace an existing box culvert with concrete pipes. Estimated cost of the project will be \$23,160, which will be shared 50/50 between the township and County Bridge account.
- Discussion and Approval of 50/50 petition from Okaw Township Highway Commissioner to install storm relief CMP Pipes along 1650E at the intersection with the Union Pacific Railroad. Estimated cost of the project will be \$5,996, which will be shared 50/50 between the township and County Bridge account.
- Items for Future Discussion
 - 50/50 Petition and Engineering Agreements for:
 - Richland Township Bridges
 - 087-3344
 - 087-3136
 - Flat Branch
 - 087-3069
 - 087-3301
 - Cold Spring
 - 087-3397 (Petition created and signed)
 - Hammond and Reid – Surveying agreement for year.
 - Bidding of next year maintenance materials
- Highway Department Team Major accomplishments since last meeting
 - Maintenance – Construction season has ended

Todd's Point Crossing Seeding	Spraying of Weeds around County
Ditching on Oklahoma Rd/CH 12	Ditching on Findlay Rd/CH3

Ditching on Vandalia Rd/CH 26	Cleaning of Box Culverts CH 3
Shoulder Reclaiming	Cut Brush on CH 6/Clarksburg Rd
Dirt Hauling	Assist with Balloon Fest
Equipment maintenance	Neoga Rd/CH 33 Brush Removal/Drainage
Install Culverts	Deer Cleanup
Patching Hole	Rock Hauling
Signage Repair	

- Front Office Team

Normal Day to Day	Paperwork for Jobs over Summer
2025 Budget	MSE for 2025 all townships and County
Todd's Point RR inspection	Oconee Bridge Construction Inspection
Pavement Preservation Plan	Future Projects Programming
Bridge Planning	

- Projects

- County Highway 5 Reconstruction
 - Road is complete.
- Union Pacific Railroad Crossings.
 - Todd's Point RR XING (Crossing). Project Near Completion
 - Gonzalez RR Xings – 3 North of Shelbyville. Gonzalez is pursuing design.
 - Likely Next Year Construction
- County Highway 3
 - Programming for year has been released. IDOT has contacted me and is aware of issues. They are working on getting us in as soon as possible.
- County Highway 19 – Hopeful next 2 years
 - Cape Seal from 128 to CH 16
- County Highway 16 - Hopeful next 3 years.
 - Soil Cement Roadway, with Oil/chip surface
- Oconee Township Bridges – 2 Separate Projects
 - Section 19-11120-00-BR, Federal Bridge project.
 - Project is In majority complete. Minor cleanup still remaining.
 - Section 21-11120-00-BR, Rebuild IL Bridge Project.
 - Bridge is progressing. Piling Complete, Bridge Abutments poured
- Ridge Township Bridge – Section 19-17120-00-BR (Northwest of Henton). Looking to bid next March
- Ash Grove/Big Spring Bridge – Section 19-01127-00-BR (South of Sexson Corner). Looking to bid in Spring
- Multiple 5050s scheduled and multiple completed on time and in budget.
- Expectations – Please be forthcoming if anything is not meeting expectations.

RESOLUTION NO.

2024-54

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs to place No Parking signage on County Highway 2, North of Findlay, at the drainage structure 087-3004 crossing Wilborn Creek. The request comes from safety with school buses and limited shoulder widths.

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

I Jessica Foy 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 Nov. 14, 2024.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 14th day of Nov. A.D. 2024.



COUNTY CLERK



Local Public Agency Engineering Services Agreement

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

LOCAL PUBLIC AGENCY

Local Public Agency: Shelby County Hwy Dept County: Shelby Section Number: 24-00298-00-BI Job Number: Contact Name: Michael Tappendorf Phone Number: (217) 774-2721 Email: shelbycohwy@shelbycounty-il.gov

SECTION PROVISIONS

Local Street/Road Name: Various Key Route: Various Length: Structure Number: Location Termini: Countywide Add Location Remove Location

Project Description: 2025 NBIS Bridge Inspections and Program Management

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

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Hampton, Lenzini & Renwick, Inc. Contact Name: Steve Megginson Phone Number: (217) 546-3400 Email: swmegginson@hlreng.com Address: 3085 Stevenson Drive, Suite 201 City: Springfield State: IL Zip Code: 62703

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)
- Structure Inspection List
- HLR Hourly Rate Schedule
- _____

I. THE ENGINEER AGREES,

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

II. THE LPA AGREES,

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

shall be due and payable to the ENGINEER.

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

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

Percent

Lump Sum

Specific Rate \$64,000.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

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

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If 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
Hampton, Lenzini & Renwick, Inc.		\$64,000.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$64,000.00
Total for all work		\$64,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

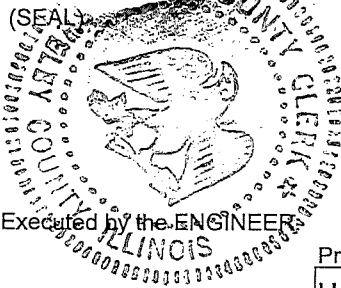
Attest: The County of Shelby County Hwy Dept

By (Signature & Date) [Redacted] 11/14/2024

By (Signature & Date) [Redacted] 11-14-24

Local Public Agency Shelby County Hwy Dept Local Public Agency Type County Clerk

Title County Board Chairman



Executed by the ENGINEER

Attest: Prime Consultant (Firm) Name Hampton, Lenzini & Renwick, Inc.

By (Signature & Date) [Redacted] 11072024

By (Signature & Date) [Redacted] 11072024

Title Executive Vice President

Title Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date) [Redacted]



**Local Public Agency
Engineering Services Agreement**

Using Federal Funds? Yes No

Agreement For: Agreement Type: Number:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Shelby County	Shelby	19-17120-00-BR	
Project Number	Contact Name	Phone Number	Email
UJ6D6(83)	Michael Tappendorf	(217) 774-2721	shelbycohwy@shelbycounty-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
TR 130	TR 130	0.129	087-3120
Location Termini			<input type="button" value="Add Location"/>
400' either side of 087-3120			<input type="button" value="Remove Location"/>

Project Description

Project involves the reconstruction of 087-3120 over Mud Creek. The project will involve minor horizontal and vertical realignment, and other miscellaneous items for reconstruction of the bridge.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Gonzalez Companies	Brent Taylor	(618) 222-2221	btaylor@gocos.net
Address	City	State	Zip Code
7 Carpenter Drive,	Salem	IL	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 A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

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

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

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 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:
 - (a) For Preliminary and/or Design Engineering: 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.
 - (b) For Construction Engineering: The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
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 not 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. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. 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 COSTS 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. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. 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.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation

Percent

Lump Sum \$17,250.00 (Maximum Fee \$40,000) (For federal funds the lump sum shall be determined using the 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.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. 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 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. The 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 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 (e) 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.
 8. 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.
 9. 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.
 10. 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 or

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 those 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 the 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 five (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) 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 project. 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.

11. 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.).
12. 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.
13. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provide 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.
 - (c) That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE

- shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
- (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Gonzalez Companies		
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
	Subconsultant Total	
	Prime Consultant Total	
	Total for all work	

AGREEMENT SIGNATURES

Executed by the LPA:

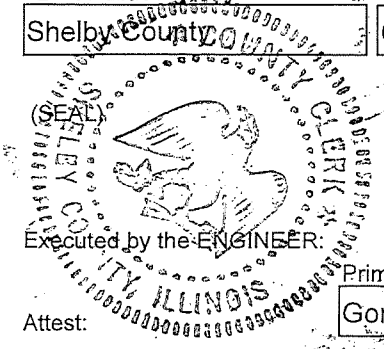
Attest: The Local Public Agency Type Local Public Agency
 County of Shelby County

By (Signature & Date)
 [Redacted Signature] 11/14/2024

By (Signature & Date)
 [Redacted Signature] 11-14-24

Local Public Agency Local Public Agency Type
 Shelby County County Clerk

Title
 County Board Chairman



Executed by the ENGINEER:
 Attest: Prime Consultant (Firm) Name
 Gonzalez Companies

By (Signature & Date)
 [Redacted Signature]

By (Signature & Date)
 [Redacted Signature]

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)
 [Redacted Signature]

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 Rose Township

To the County Board of Shelbyville County, Illinois

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

Location: SN 087-3161, TR 221, on 1000N/1250E, Southwest of Shelbyville in Rose Township. Scope Phase 1 & 2 Engineering for replacement of a bridge. Engineering Estimate for Estimated Cost of Engineering to come at a future date. These costs are anticipated to be 100% covered by Township Bridge Program funds. Any costs not covered at 100% will be shared equally between the County and Township.

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

Due to the Costs of this Bridge being covered at 100% by the Township Bridge Program as administered by the State Of Illinois. This petition serves as an agreement between the Township and Shelby County. Costs exceeding the maximum allowable rate as set in Section 6-501 of the Illinois Highway Code, that are not Covered by Township Bridge Program will be shared equally between the County Bridge account and the Township.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half the amount required.

Being duly sworn, on oath says that this affidavit attached is necessary and that the sum will not be more expensive than is needed for the purpose required. Which would cause the Bridge to not be covered at 100%

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



Steven Darnell
Highway Commissioner

Road and Bridge Committee Approval

The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by Rose Township, for the proposed project which has an anticipated cost of \$0 , which the county will provide one half of the expenses from the "County Bridge Fund".

This application is hereby accepted to on this 12 day of November, 20 24



Road and Bridge Committee Chairman

County Board Approval

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



County Clerk



County Board Chair



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Shelby - Rose Township	Shelby	24-18120-00-BR	
Project Number	Contact Name	Phone Number	Email
	Mike Tappendorf	(217) 774-2721	shelbycohwy@shelbycounty-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
1000 N, 1250 E	TR 221	200 ft	087-3161
Location Termini			<input type="button" value="Add Location"/>
Section 24, 3 miles South of Tower Hill; over Rocky Branch			<input type="button" value="Remove Location"/>

Project Description

Bridge Replacement and approach roadway transitions: Survey, PBDHR, Environmental Coordination (ESR), PDR, Design, Plans, Right-of-Way/ Easement plats and legals

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Hampton, Lenzini & Renwick, Inc.	Steve Megginson	(217) 546-3400	swmegginson@hlreng.com
Address	City	State	Zip Code
3085 Stevenson Drive, Suite 201	Springfield	IL	62703

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

491

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 E : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Location Map
- HLR 2024 Hourly Rate Schedule
- _____

I. THE ENGINEER AGREES,

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

II. THE LPA AGREES,

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

shall be due and payable to the ENGINEER.

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

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

Percent

Lump Sum

Specific Rate \$48,000.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

NOTE: This upper limit includes item designated on page 7. Items not marked can be completed per the hourly rate schedule attached at the direction of the County

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
Hampton, Lenzini & Renwick, Inc.	36-2555986	\$43,000.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Holcomb Engineering		\$5,000.00
Subconsultant Total		\$5,000.00
Prime Consultant Total		\$43,000.00
Total for all work		\$48,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

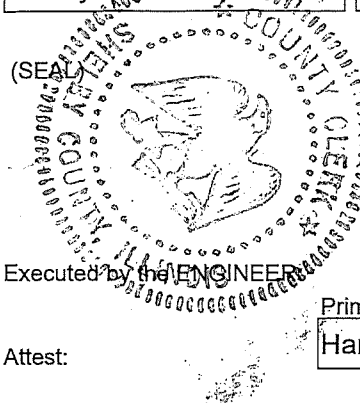
Attest: The of

By (Signature & Date)
 11/14/2024

By (Signature & Date)
 11-14-24


Local Public Agency Local Public Agency Type Clerk

Title County Board Chairman



Executed by the ENGINEER

Attest: Prime Consultant (Firm) Name

By (Signature & Date)
 10/10/2024

By (Signature & Date)
 10/10/2024

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Per Section 6-501

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

STATE OF ILLINOIS
 County of Shelby
 Road District of Shelbyville Township

To the County Board of Shelbyville County, Illinois

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

Location: East side of Section 31 along 1800E, South of 925N **Scope:** Remove Box Culvert and Place 2 new 54" RCP pipes for road widening and culvert rehab
 Pipe = 2-54" RCP Proposed Labor, Eqipt. Mat'l = (See Estimate)
TOTAL = \$23,160.40

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

The anticipated cost of the proposed project will be \$23,160 Dollars, which sum will be more than 0.02% of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half the amount required.

Being duly sworn, on oath says that this affidavit attached is necessary and that the sum will not be more expensive than is needed for the purpose required.

Date at Shelby Co. Highway Dept., this _____ day of _____, 20____

 Corey Weils
 Highway Commissioner

Road and Bridge Committee Approval

The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by Shelbyville Township, for the proposed project which has an anticipated cost of \$23,160, which the county will provide one half of the expenses from the "County Bridge Fund".

This application is hereby accepted to on this 12 day of November, 2024

 Road and Bridge Committee Chairman

County Board Approval

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

 County Clerk

 County Board Chair



Per Section 6-501

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

STATE OF ILLINOIS
 County of Shelby
 Road District of Okaw Township

To the County Board of Shelbyville County, Illinois

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

Location: East side of Section 30 at intersection of 1650E/UP RR CMP pipes for storm relief Labor, Eqipt. Mat'l = (See Estimate) TOTAL = \$5,996	Scope: Place 2 new 15" Pipe = 2-15" CMP Proposed
--	--


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

The anticipated cost of the proposed project will be \$5,996 Dollars, which sum will be more than 0.02% of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half the amount required.

Being duly sworn, on oath says that this affidavit attached is necessary and that the sum will not be more expensive than is needed for the purpose required.


Date at Shelby Co. Highway Dept., this 22 day of Oct, 20 24


 Troy Coleman
 Highway Commissioner

Road and Bridge Committee Approval


The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by Okaw Township, for the proposed project which has an anticipated cost of \$5,996, which the county will provide one half of the expenses from the "County Bridge Fund".


This application is hereby accepted to on this 12 day of November, 20 24

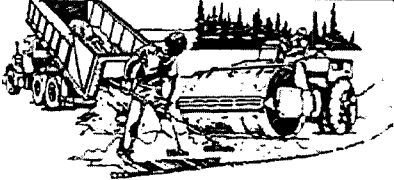

 Road and Bridge Committee Chairman

County Board Approval

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


 County Clerk


 County Board Chair



Shelby County Highway Department

1590 State Highway 16,
Shelbyville, IL 62565

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

PROJECT Okaw Township Culvert Replacement

SUBJECT 1650 RR Xing Relief Pipe

DATE 10/22/2024

PREP. BY MAT

CHECK BY

SHEET OF

Removal of Existing Culvert (None Required)

ITEM:	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 0 Guys,0 Days	0	\$23.59	\$0.00
Excavator Hours	0	\$147.70	\$0.00
Dump Truck Hours	0	\$50.51	\$0.00
Pickup Hours	0	\$17.25	\$0.00
Semi Tractor	0	\$63.41	\$0.00
Trailer - Low Boy	0	\$19.06	\$0.00

Installation of 2-15" CMP (Corrugated Metal Pipes)

ITEM:	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 4 guys 1 day	32	\$23.59	\$754.88
Excavator Hours	4	\$147.70	\$590.80
Dump Truck Hours	12	\$50.51	\$606.12
Pickup Hours	2	\$17.25	\$34.50
Semi Tractor	1	\$63.41	\$63.41
Trailer - Low Boy	1	\$19.06	\$19.06

Material Cost:	Unit Price	Estimate of Cost:
15" CMP Pipe 80 FOOT	\$20.00	\$1,600.00
Aggregate Base Course, Type B 109 TON	\$19.00	\$2,077.33
Erosion Control/Seeding 0.25 Acre	\$1,000.00	\$250.00

Total Cost	\$5,996.10
1/2 COST	\$2,998.05
2022 EAV Threshold	\$5,926.45

October 30, 2024

NOTICE OF BUDGET COMMITTEE MEETING

Shelby County Budget Committee Meeting Agenda
November 1, 2024 -- 5 P.M.
Courtroom B - Shelby County Courthouse, Shelbyville, IL.

1. Call to Order.
2. Roll Call.
3. Public Body Comment.
4. Review Estimates of Revenue for FY 2025.
5. Review Preliminary FY 2025 Budgets as Submitted by County Department Heads.
6. Discussion and Vote on Recommendation to Full Board for Approval of Proposed FY 2025 Budget.
7. Adjournment

FILED
OCT 30 2024
Jessie Cox
SHELBY COUNTY CLERK

November 4, 2024

NOTICE OF FINANCE COMMITTEE MEETING

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

AGENDA

1. Call to Order
2. Approval of minutes for November
3. Public Body Comment
4. Review of 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.
5. Old Business
6. Discussion and vote to make recommendations to County Board for approval to pay claims reviewed by the Finance Committee.
7. Adjournment

By Committee Chairperson,

Julie Edwards

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

Beginning Balance	September 30, 2024	\$ 65,403.45
Deposits		
Arrow Energy--Credit Card Fuel Sales		\$ 6,252.26
Fuel Sales--Cash & Check		\$ 1,391.88
Rent		\$ 1,580.00
Bank Interest		\$ 7.02
		<u>\$ 9,231.16</u>
		\$ 74,634.61

Bills Received and Paid		
Shelby County Aviation--FBO October, 2024	\$	3,500.00
Shelby Electric Cooperative	\$	713.76
Steve Wempen--Bookkeeping October, 2024	\$	200.00
Illinois Department of Revenue--Sales Tax Payment	\$	473.00
John Deere Financial--New Tractor Payment 54 of 84	\$	751.36
Shelbyville Water Department	\$	100.98
Ameren IP	\$	95.31
Arrow Energy--1903 Gal. 100LL Avgas @\$4.10019 per Gal.	\$	7,802.67
A. C. T. S. LLC--Internet	\$	50.00
John Hall--Reimbursement for Car Show/Fly-In Expense	\$	524.00
Shelbyville Ace Hardware--Building Maintenance	\$	75.06
Consolidated Communications	\$	194.33
Facer Insurance Agency--Commercial Prop. & Liability Insurance	\$	21,274.00
Business Radio Licensing--FCC License Renewal	\$	125.00
Albion Radio Communication, Inc.--4th Qtr. NDB Maintenance	\$	504.00
Sloan Implement Co.--Mower Maintenance	\$	475.44
LRS--Trash Service 10-1-24 -- 12-31-24	\$	82.50
	\$	36,941.41
		<u>\$ 37,693.20</u>

Shelby County State Bank	\$	37,693.20
First Federal Savings and Loan	\$	3,279.12
Farm Agency Account	\$	25,756.57
Fuel Receivable	\$	3,121.13
Rent Receivable	\$	460.00
Cash On Hand	\$	531.14
Certificates of Deposit	\$	104,686.95
		<u>\$ 175,527.11</u>

F I L E D

NOV 07 2024

Prepared by Steve Wempen--Sec/Treas

Steve Wempen
 SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

REGULAR MEETING MINUTES

October 7, 2024

Members present at meeting:

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

Members not present at meeting:

Commissioners--Walt Lookofsky

Others Present

Airport Manager--Scott Jefson

County Board Members--Carol Cole

Farm Manager--Jim Schwerman

Rick calls the meeting to order and has Jim start with his farm report.

Jim gave all commissioners a copy of a yields comparison report to show how the farm is doing compared to previous years and then went over it. Jim said the wheat is being planted now and that he did sell 1260 bushel of this crop back in May at \$11.51. That was about a third of the crop and he said he wished he had sold more because the price is down now and then explained some. Jim also talked some about the per bushel storage charge at the area grain elevators. Jim explain some of the different options for storing your crop and talked some on the way he's storing the airports crop. Jim thought our corn would be doing better than two hundred bushel per acre and probably do better than what the beans will yield. Carol asks Jim if the weather affects the price right now and Jim said some but was more concerned with what's happening overs seas right now and explained how. Jim said he had talked to Steve about how much money he could let go if the airport needed it. Steve said they were ok for now. Jim mentioned a rent check coming from Stuart Fox for \$6000 in the near future.

Scott told Jim that he had gone over to the west side and talked to the person farming the ground, Bart Williamson, about putting the waterway back to the way it use to be. Scott said he had mowed it with the rough cut mower to show what the ground looked like with all the ruts. He said Bart would talk to the land owner about it but didn't see a problem. Bart said he had the equipment to do it but asks if the airport would help with the expenses. A short discussion ensued on the issue. Jim said he knew Bart and would talk to him about it and could pay our part out of the farm account. Scott also told Jim that he had talked to Ron Eversole about the east fence line again and will be working to straighten it out and there is a couple places that we need to put a swell in to drain the water into our waterway and few other places the need some dirt.

The minutes for the Regular meeting held September 9th 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 April Treasurer's Report was read by all. Paul made a motion to approve the Treasurer's Report. It was second by John and approved by all saying aye.

Bills Presented

John Hall--Reimbursement for Car Show/Fly-in Expenses	\$	524.00
Ameren IP	\$	95.31
Shelbyville Ace Hardware--Building Maintenance	\$	75.06
Albion Radio Communications, Inc.--4th Quarter NDB Maintenance	\$	504.00
Sloan Implement Co.--Mower Maintenance	\$	475.44
Business Radio Licensing--FCC License	\$	125.00

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

Managers Report

Scott mentions already talking about discussing the fence line and getting it to where he can mow right up to the fence line, keeping the airport looking good. The beans have been harvested and the wheat is being planted. Scott mentions having to get a pulley within 1/4" of being the correct size just to finish mowing before the Balloon Fest and have two on order from Bahrns Equipment. Got all the dirt leveled out but it is full of fist size rock that needs to be picked up before we plant grass.

Scott mentions the TIPS meeting being rescheduled for October 16th. Scott said he needed some clarification on one of the projects being moved up. A engineering firm had been in here twice, one looking at the caulk in the windows for lead and it was clear, the other guy was here checking all the paint for lead and the only place he found any was on the right side of the man door going into his shop and the south side of the hangar door. Otherwise we are free of lead paint and they said that was good. Also there wasn't any asbestos. Scott mentioned several leaks every time it rains. All the bulbs and transformers are here now for the runway light repair. They sent the wrong connecting kits so Scott said he is going to send back 65 repair kits and just have Figgins Electric get the proper connectors they need. Once the repair is done Scott said he will need to purchase a couple ton of sand and some rock to cover up what he had dug up. Scott mentions the beacon needing adjusted but wasn't sure how it should be done. A short discussion ensued on the beacon. Scott mentioned getting some compliments on the Car/Show and John said he had gone to the car/show fly-in at Springfield and talked some about it. Scott mentions the TIPS meeting and asks who all is going and Rick, Paul, John and Steve all said they were going and to meet here at the airport and leave at 9:00.

End of Managers Report

Old Business

Steve said he had some figures from Lindsay on approximate cost for the runway lights and a fuel farm like ours. Lindsay said a fuel farm with a 10,000 gal. tank would be roughly \$2,000,000 and doing it local would save at least 25% if not more. The quote from Facer Insurance on \$1,500,000 would be \$5,250 additional premium and the runway lights figured at \$1,000,000, local done being roughly \$650,000 would be an additional \$2,100. If we insure the lights for \$1,000,000 we would have 80-20 coinsurance and the premium would be \$3,500. A lengthy discussion ensued on the insurance issue.

Rick asks Scott what all's going on at the Balloon Fest. Scott said the little airplane train ride, inflatables, helicopter rides and all the kids stuff starts at 4:00. The skydivers airplane blew it's engine so they weren't going to be here.

Scott said the all the coop guys are busy helping with the hurricane damage so the county said some of them would help if he needed any. Scott also mentioned that this is the first year with no fence and we'll have to take extra care watching that but he had a plan on how to deal with the issue.

Carol asks John about the new fence for the airport and John said he hadn't had time to do anything yet and was going to talk to Steve about plastic tubes for the post and what size so he would know what size auger to get. A short discussion ensued on the fence.

Steve mentions needing to ask Lindsay about spraying foam on the underneath side of the Main Hangar roof to stop the leaks but also insulate and brighten it up a bit. A short discussion followed on the Hangar.

New Business

NA

Paul made a motion to adjourn and John second it.

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NO.	DEBITS	CREDITS	BALANCE
	30-Sep-24	Balance Shelby County State Bank				\$ 65,403.45
6507	3-Oct-24	Shelby County Aviation--FBO October, 2024	022-5210-12-023	\$ 3,500.00		\$ 61,903.45
6508	3-Oct-24	John Deere Financial--Payment # 54 of 84	022-5455-12-023	\$ 751.36		\$ 61,152.09
6509	3-Oct-24	Shelbyville Water Department	022-7800-12-023	\$ 100.98		\$ 61,051.11
6510	3-Oct-24	Shelby Electric Cooperative	022-7800-12-023	\$ 713.76		\$ 60,337.35
	4-Oct-24	Arrow Energy--Deposit			\$ 909.92	\$ 61,247.27
6511	5-Oct-24	Business Radio Licensing--FCC License Renewal	022-7442-12-023	\$ 125.00		\$ 61,122.27
6512	7-Oct-24	John Hall--Reimburse Car Show/Fly-In Expense	022-9900-12-023	\$ 524.00		\$ 60,598.27
	7-Oct-24	Illinois Dept. of Revenue--Sales Tax Payment		\$ 473.00		\$ 60,125.27
6513	9-Oct-24	Shelbyville Ace Hardware--Building Maintenance	022-7440-12-023	\$ 75.06		\$ 60,050.21
6514	9-Oct-24	Albion Radio Communication, Inc.--4th Qtr. NDB Maintenance	022-7442-12-023	\$ 504.00		\$ 59,546.21
6515	9-Oct-24	Sloan Implement Co.--Mower Maintenance	022-7441-12-023	\$ 475.44		\$ 59,070.77
6516	9-Oct-24	LRS--Trash Service 10-1-24 --- 12-31-24	022-7444-12-023	\$ 82.50		\$ 58,988.27
6517	10-Oct-24	Ameren IP--SCA 37528 \$23.86, Airport 006211 \$71.45	022-7800-12-023	\$ 95.31		\$ 58,892.96
	11-Oct-24	Arrow Energy--Deposit			\$ 1,758.89	\$ 60,651.85
	16-Oct-24	Rent--Flying Club \$230, B Brunken \$115, T Swiney \$115 J Green \$115, BARR \$115, J Livesay \$125 AAA 814 \$65, D Gherardini \$115				
		Fuel--739.70				
		Rent--\$995.00				
	18-Oct-24	Arrow Energy--Deposit			\$ 1,734.70	\$ 62,386.55
6518	21-Oct-24	Steve Wempen--Bookkeeping October, 2024	022-5220-12-023	\$ 200.00		\$ 63,779.09
6519	21-Oct-24	A.C.T.S. LLC--Internet	022-7800-12-023	\$ 50.00		\$ 63,529.09
6520	22-Oct-24	Consolidated Communications	022-7800-12-023	\$ 194.33		\$ 63,334.76
6521	22-Oct-24	Arrow Energy--1903 Gal. 100LL @\$4.10019 per Gal	022-8010-12-023	\$ 7,802.67		\$ 55,532.09
6522	24-Oct-24	Facer Insurance Agency--Commercial Prop. & Liability Ins.	022-6120-12-023	\$ 21,274.00		\$ 34,258.09
	25-Oct-24	Arrow Energy--Deposit			\$ 2,190.91	\$ 36,449.00
	31-Oct-24	Rent--S Wempen \$115, W Jesse \$115, D Kroenlein \$115 K Best \$125, D Collette \$115				
		Fuel--\$652.18			\$ 1,237.18	\$ 37,686.18
		Bank Interest			\$ 7.02	\$ 37,693.20
	31-Oct-24	Board Meeting November 4, 2024				

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	DEBITS	CREDITS	BALANCE
	1-Dec-23	Beginning Balance - First Federal 2023-2024			6,623.39
	13-Dec-23	Shelby County Treasurer		632.13	7,255.52
	29-Dec-23	Interest Compounded		0.69	7,256.21
	10-Jan-24	Project 2H0-4487 IDOT Grant Payment		5,398.45	12,654.66
	10-Jan-24	Replacement Tax 1st Allocation		1,397.82	14,052.48
1024	29-Jan-24	Transfer to Shelby County State Bank	5,398.45		8,654.03
	31-Jan-24	Interest Compounded		1.27	8,655.30
	29-Feb-24	Interest Compounded		0.86	8,656.16
	8-Mar-24	Replacement Tax 2nd Allocation		824.30	9,480.46
1025	21-Mar-24	Transfer to Shelby County State Bank	9,000.00		480.46
	29-Mar-24	Interest Compounded		0.88	481.34
	8-Apr-24	Replacement Tax 3rd Allocation		735.22	1,216.56
	30-Apr-24	Interest Compounded		0.09	1,216.65
	14-May-24	Replacement Tax 4th Allocation		1,777.47	2,994.12
	31-May-24	Interest Compounded		0.23	2,994.35
	28-Jun-24	Interest Compounded		0.29	2,994.64
	11-Jul-24	Replacement Tax 5th Allocation		1,590.41	4,585.05
1026	26-Jul-24	Shelby County Treasurer		12,822.86	17,407.91
	27-Jul-24	Transfer to Shelby County State Bank	17,000.00		407.91
	31-Jul-24	Interest Compounded		0.59	408.50
	16-Aug-24	Replacement Tax 6th Allocation		296.64	705.14
	23-Aug-24	Shelby County Treasurer		22,988.22	23,693.36
1027	29-Aug-24	Transfer to Shelby County State Bank	23,000.00		693.36
	30-Aug-24	Interest Compounded		0.57	693.93
	26-Sep-24	Shelby County Treasurer		14,850.78	15,544.71
1028	26-Sep-24	Transfer to Shelby County State Bank	15,000.00		544.71
	30-Sep-24	Shelby County Treasurer		592.47	1,137.18
	30-Sep-24	Interest Compounded		0.22	1,137.40
	18-Oct-24	Replacement Tax 7th Allocation		1,212.86	2,350.26
	25-Oct-24	Shelby County Treasurer		928.67	3,278.93
	31-Oct-24	Interest Compounded		0.19	3,279.12

**SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
BUDGET ACCOUNT SUMMARY October 31, 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
	YTD	\$ 35,000.00	\$ 2,000.00	\$ 12,912.05	\$ 1,605.00	\$ 512.84	\$ 1,095.49	\$ 14,502.98	\$ 15,780.11	\$ 510.45	\$ 5,420.51	\$ 13,768.50	\$ 79,390.95	\$ -
6507	3-Oct-24	\$ 3,500.00												
6508	3-Oct-24			\$ 751.36										
6509	3-Oct-24											\$ 100.98		
6510	3-Oct-24											\$ 713.76		
6511	5-Oct-24													
6512	7-Oct-24													
6513	9-Oct-24						\$ 75.06							\$ 524.00
6514	9-Oct-24													
6515	9-Oct-24							\$ 475.44						
6516	9-Oct-24								\$ 504.00					
6517	10-Oct-24											\$ 82.50		
6518	21-Oct-24		\$ 200.00									\$ 95.31		
6519	21-Oct-24											\$ 50.00		
6520	22-Oct-24											\$ 194.33		
6521	22-Oct-24													
6522	24-Oct-24				\$ 21,274.00									\$ 7,802.67

31-Oct-24	\$ 3,500.00	\$ 200.00	\$ 751.36	\$ 21,274.00	\$ -	\$ 75.06	\$ 475.44	\$ 629.00	\$ -	\$ 82.50	\$ 1,154.38	\$ 7,802.67	\$ 524.00
YTD	\$ 38,500.00	\$ 2,200.00	\$ 13,693.41	\$ 22,879.00	\$ 512.84	\$ 1,170.55	\$ 14,978.42	\$ 16,409.11	\$ 510.45	\$ 5,503.01	\$ 14,922.88	\$ 87,193.62	\$ 524.00
		\$ 36,468.41											
	ACH--IL Dept. of Revenue	\$ 473.00											
	Total Monthly Expenses	\$ 36,941.41											
		\$ -											
	Total Monthly Expenses	\$ 36,941.41											

Corrected Figure Total Sales Tax Payments YTD Total Budget
 \$ 218,972.31 \$ 5,661.00 \$ - \$ 224,633.31

SHELBY COUNTY AIRPORT---CERTIFICATES OF DEPOSIT

ISSUEING FACILITY	ACCT. NO.	OPG. DATE	AMOUNT	APY RATE	MAT. TERM	NEXT MAT.	BALANCE
SHELBY COUNTY STATE BANK	100021032	12-Jan-23	\$ 20,000.00	4.50	12 Month	12-Jan-25	\$ 21,274.90
SHELBY COUNTY STATE BANK	100023190	9-Nov-23	\$ 20,000.00	NA	9 Month	9-May-25	\$ 20,804.73
SHELBY COUNTY STATE BANK	100023191	9-Nov-23	\$ 10,000.00	4.97	9 Month	9-May-25	\$ 10,402.37
SHELBY COUNTY STATE BANK Redeemed 9/15/24	100023194	10-Nov-23	\$ 20,807.01				
SHELBY COUNTY STATE BANK	100023195	10-Nov-23	\$ 20,000.00	4.97	9 Month	10-May-25	\$ 20,804.73
FIRST FEDERAL SAVINGS & LOAN	1831339881	10-Nov-23	\$ 10,000.00	5.25	12 Month	30-Sep-25	\$ 10,466.40
FIRST FEDERAL SAVINGS & LOAN	1834548360	10-Nov-23	\$ 20,000.00	5.25	12 Month	30-Sep-25	\$ 20,932.82
						Total	\$ 104,685.95

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

DATE	QUANTITY	CUSTOMER INVOICE	TRANS. NO.	PRICE	CREDIT CARD	CHARGE	CASH
2-Oct-24	20.11	Credit Card Customer	2491	\$ 5.35	\$ 107.59		
2-Oct-24	5.01	Credit Card Customer	2492	\$ 5.35	\$ 26.80		
3-Oct-24	4.11	Credit Card Customer	2493	\$ 5.35	\$ 21.99		
3-Oct-24	34.62	Credit Card Customer	2494	\$ 5.35	\$ 185.22		
3-Oct-24		Jet Fuel Sale	2495				
3-Oct-24		Jet Fuel Sale	2496				
3-Oct-24	4.12	Credit Card Customer	2497	\$ 5.35	\$ 22.04		
3-Oct-24	10.88	Credit Card Customer	2498	\$ 5.35	\$ 58.21		
3-Oct-24	30.81	Matt Figgins	2499	\$ 5.30		\$ 163.29	
4-Oct-24	19.93	Credit Card Customer	2500	\$ 5.35	\$ 106.63		
4-Oct-24	5.16	Credit Card Customer	2501	\$ 5.35	\$ 27.61		
5-Oct-24	5.11	Credit Card Customer	2502	\$ 5.35	\$ 27.34		
5-Oct-24	15.05	Credit Card Customer	2503	\$ 5.35	\$ 80.52		
5-Oct-24	22.99	Credit Card Customer	2504	\$ 5.35	\$ 123.00		
5-Oct-24	4.10	Credit Card Customer	2505	\$ 5.35	\$ 21.94		
5-Oct-24	17.97	Ken Best	2506	\$ 5.30		\$ 96.14	
5-Oct-24	15.12	Credit Card Customer	2507	\$ 5.35	\$ 80.89		
6-Oct-24	45.97	Credit Card Customer	2508	\$ 5.35	\$ 245.94		
6-Oct-24	2.00	Credit Card Customer	2509	\$ 5.35	\$ 10.70		
7-Oct-24	6.11	Credit Card Customer	2510	\$ 5.35	\$ 32.69		
8-Oct-24	9.31	Credit Card Customer	2511	\$ 5.35	\$ 49.81		
8-Oct-24	23.40	John Weber	2512	\$ 5.30		\$ 124.02	
8-Oct-24	5.05	Credit Card Customer	2513	\$ 5.35	\$ 27.02		
8-Oct-24	1.04	Paul Canaday	2514	\$ 5.30		\$ 5.51	
8-Oct-24	18.57	Scott Jefson	2515	\$ 5.30		\$ 98.42	
8-Oct-24	9.54	Credit Card Customer	2516	\$ 5.35	\$ 51.04		
9-Oct-24	54.49	Credit Card Customer	2517	\$ 5.35	\$ 291.52		
9-Oct-24	8.37	Credit Card Customer	2518	\$ 5.35	\$ 44.78		
9-Oct-24	54.58	Credit Card Customer	2519	\$ 5.35	\$ 292.00		
9-Oct-24	3.83	Credit Card Customer	2520	\$ 5.35	\$ 20.49		
10-Oct-24	2.12	Credit Card Customer	2521	\$ 5.35	\$ 11.34		
10-Oct-24	10.01	Don Gherardini	2522	\$ 5.30		\$ 53.05	
11-Oct-24	4.10	Credit Card Customer	2523	\$ 5.35	\$ 21.94		
11-Oct-24	5.12	Credit Card Customer	2524	\$ 5.35	\$ 27.39		
12-Oct-24	20.12	Credit Card Customer	2525	\$ 5.35	\$ 107.64		
12-Oct-24	5.21	Scott Jefson	2526	\$ 5.30		\$ 27.61	
12-Oct-24	58.02	Credit Card Customer	2527	\$ 5.35	\$ 310.41		
13-Oct-24	37.66	Credit Card Customer	2528	\$ 5.35	\$ 201.48		
14-Oct-24	32.49	Rick Brown	2529	\$ 5.30		\$ 172.20	
15-Oct-24	18.76	Credit Card Customer	2530	\$ 5.35	\$ 100.37		
16-Oct-24	57.12	Credit Card Customer	2531	\$ 5.35	\$ 305.59		
16-Oct-24	8.99	Credit Card Customer	2532	\$ 5.35	\$ 48.10		
16-Oct-24	10.00	Credit Card Customer	2533	\$ 5.35	\$ 53.50		
16-Oct-24	4.93	Credit Card Customer	2534	\$ 5.35	\$ 26.38		
16-Oct-24	5.09	Credit Card Customer	2535	\$ 5.35	\$ 27.23		
17-Oct-24	100.11	Credit Card Customer	2536	\$ 5.35	\$ 535.59		
17-Oct-24	101.11	Credit Card Customer	2537	\$ 5.35	\$ 540.94		
17-Oct-24	57.52	Credit Card Customer	2538	\$ 5.35	\$ 307.73		
17-Oct-24	5.55	CreditCard Customer	2539	\$ 5.35	\$ 29.69		
18-Oct-24	17.99	Matt Figgins	2540	\$ 5.30		\$ 95.35	
18-Oct-24	2.90	Credit Card Customer	2541	\$ 5.35	\$ 15.52		
18-Oct-24	38.34	Credit Card Customer	2542	\$ 5.35	\$ 205.12		
18-Oct-24	9.19	Matt Figgins	2543	\$ 5.30		\$ 48.71	
18-Oct-24	75.10	Cash Customer	2544	\$ 5.35			\$ 401.79
18-Oct-24	40.86	Cash Customer	2545	\$ 5.35			\$ 218.60
19-Oct-24	5.24	Credit Card Customer	2546	\$ 5.35	\$ 28.03		
19-Oct-24	5.11	Credit Card Customer	2547	\$ 5.35	\$ 27.34		
19-Oct-24	0.02	Credit Card Customer	2548	\$ 5.35	\$ 0.11		
19-Oct-24	5.11	Credit Card Customer	2549	\$ 5.35	\$ 27.34		
20-Oct-24	100.11	Don Kroenlein	2550	\$ 5.30		\$ 530.58	
20-Oct-24	39.15	Don Kroenlein	2551	\$ 5.30		\$ 207.50	

SHELBY COUNTY AIRPORT

100LL COST OF SALES REPORT 2023-2024

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL		NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH					COST	PROFIT OR LOSS	
December	1064.94	\$ 5.46	\$ 4,915.13	\$ 516.42	\$ 387.83	\$ 5,819.38	\$ 4.22	\$ 4.48	\$ 163.20	\$ 4,938.12	\$ 881.26	
January	688.91	\$ 5.35	\$ 2,622.10	\$ 441.42	\$ 618.99	\$ 3,682.51	\$ 4.24	\$ 4.51	\$ 102.11	\$ 3,205.65	\$ 476.86	
February	1719.08	\$ 5.34	\$ 7,226.45	\$ 1,072.85	\$ 887.73	\$ 9,187.03	\$ 4.40	\$ 4.68	\$ 217.17	\$ 8,253.86	\$ 933.17	
March	1324.04	\$ 5.34	\$ 4,828.41	\$ 1,586.03	\$ 655.00	\$ 7,069.44	\$ 4.50	\$ 4.78	\$ 152.64	\$ 6,482.07	\$ 587.37	
April	1542.46	\$ 5.34	\$ 6,088.66	\$ 1,465.60	\$ 684.05	\$ 8,238.31	\$ 4.81	\$ 5.11	\$ 191.96	\$ 8,067.01	\$ 171.30	
May	1735.91	\$ 5.34	\$ 7,351.05	\$ 1,299.15	\$ 624.65	\$ 9,274.85	\$ 4.80	\$ 5.10	\$ 222.60	\$ 9,075.74	\$ 199.11	
June	1609.28	\$ 5.34	\$ 7,156.08	\$ 1,400.20	\$ 40.13	\$ 8,596.41	\$ 4.77	\$ 5.07	\$ 211.05	\$ 8,362.64	\$ 233.77	
July	3137.93	\$ 5.35	\$ 13,881.90	\$ 1,759.38	\$ 1,136.66	\$ 16,777.94	\$ 4.64	\$ 4.93	\$ 408.98	\$ 15,878.97	\$ 898.97	
August	1833.52	\$ 5.34	\$ 7,177.14	\$ 2,439.49	\$ 169.69	\$ 9,786.32	\$ 4.61	\$ 4.90	\$ 210.86	\$ 9,191.67	\$ 594.65	
September	1489.29	\$ 5.35	\$ 6,750.98	\$ 596.27	\$ 614.82	\$ 7,962.07	\$ 4.56	\$ 4.85	\$ 204.85	\$ 7,420.46	\$ 541.61	
October	1636.89	\$ 5.30	\$ 5,700.58	\$ 2,350.98	\$ 620.39	\$ 8,671.95	\$ 4.17	\$ 4.43	\$ 224.39	\$ 7,476.84	\$ 1,195.11	
November						\$ -				\$ -	\$ -	
TOTAL	17782.25		\$ 73,698.48	\$ 14,927.79	\$ 6,439.94	\$ 95,066.21			\$ 2,309.80	\$ 88,353.03	\$ 6,713.18	

\$30 Monthly Fee Included in Arrow Fee Above

JET A COST OF SALES REPORT 2023-2024

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL		NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH					COST	PROFIT OR LOSS	
December	14.77	\$ 5.99	\$ 88.47	\$ -	\$ -	\$ 88.47	\$ 4.39	\$ 4.66	\$ 2.40	\$ 71.29	\$ 17.18	
January	4.06	\$ 5.99	\$ 24.32	\$ -	\$ -	\$ 24.32	\$ 4.39	\$ 4.66	\$ 0.67	\$ 19.61	\$ 4.71	
February	10.02	\$ 5.99	\$ 60.02	\$ -	\$ -	\$ 60.02	\$ 4.39	\$ 4.66	\$ 1.55	\$ 48.29	\$ 11.73	
March	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
April	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
May	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
June	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
July	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
August	324.11	\$ 4.89	\$ 1,587.09	\$ -	\$ -	\$ 1,587.09	\$ 2.83	\$ 3.01	\$ 39.99	\$ 1,014.55	\$ 572.54	
September	40.53	\$ 4.89	\$ 198.19	\$ -	\$ -	\$ 198.19	\$ 2.83	\$ 3.01	\$ 5.13	\$ 127.00	\$ 71.19	
October	101.58	\$ 4.89	\$ 496.73	\$ -	\$ -	\$ 496.73	\$ 2.83	\$ 3.01	\$ 12.87	\$ 318.30	\$ 178.43	
November						\$ -				\$ -	\$ -	
TOTAL	495.07		\$ 2,454.82	\$ -	\$ -	\$ 2,454.82			\$ 62.61	\$ 1,599.05	\$ 855.77	

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

REGULAR MEETING AGENDA

**Meeting to be held at the Shelby County Airport
November 4, 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 Discuss Insurance Options for RW Lights & Fuel Farm**
 - 2**
 - 3**
 - 4**
- VIII. New Business**
 - 1 NA**
 - 2**
 - 3**
- IX. Adjournment**

COUNTY CLERK RECORDER REPORT
FOR PERIOD OF
OCTOBER 2024

COUNTY FUNDS

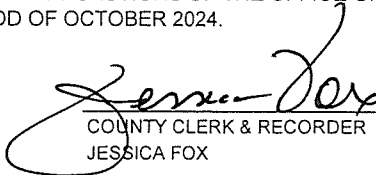
RECORDING FUNDS ON HAND balance from last month	\$37,467.89
RECORDING	\$27,092.00
IL REAL ESTATE TRANSFER TAX	\$12,045.00
COUNTY REAL ESTATE TRANSFER TAX	\$6,022.50
VITAL CERTIFIED COPIES	\$1,559.50
XEROX COPIES	\$225.00
MARRIAGE LICENSE	\$1,260.00
DOMESTIC VIOLENCE FUND 18 OCT marriage licenses @ \$5.00 EA	\$90.00
TAX REDEMPTION	\$600.00
MISCELLANEOUS	\$20.00
CHARGE/LAREDO PAYMENTS	\$3,108.25
TOTAL RECEIPTS	\$52,022.25
RECEIPTS PLUS BEGINNING BALANCE	\$89,490.14
TRANSFERRED TO General, Recording and GIS Funds	\$26,373.39
RHSP TO STATE	\$4,608.00
IL TRANSFER TAX PAYMENT for previous month	\$6,534.00
IDPH 9 AUG + 21 SEPT DEATH CERTS @ \$4 EA	\$120.00
DOMESTIC VIOLENCE FUND 16 SEPT MARR. LIC. @ \$5 EA	\$80.00
TOTAL PAYMENTS	\$37,715.39
ENDING BALANCE for Funds on Hand OCT 31, 2024	\$51,774.75
TOTAL	\$89,490.14

FUNDS ON HAND

BANK CHECKING ACCT OCT 31, 2024	\$49,770.25
CASH ON HAND OCT 31, 2024	\$2,004.50
TOTAL ending balance	\$51,774.75

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

DATED: November 12, 2024



COUNTY CLERK & RECORDER
JESSICA FOX

GIS

346	doc @	\$1.00	\$346.00	Recording Fund ck #3660
346	doc @	\$17.00	\$5,882.00	GIS Fund ck #3661

EARNINGS

346	doc @	\$18.00	\$6,228.00	Recording Fund ck #3662
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FEES

BALANCE OF FEES			\$15,019.25	General Fund ck #3663
IL TRANSFER TAX			\$12,045.00	ACH pmt \$11,869.50 11/12/2024 due to end of month eRecording
CO TRANSFER TAX			\$6,022.50	General Fund ck #3664
328	doc @	\$18.00	\$5,904.00	RHSP ACH pmt 11/7/2024
328	doc @	\$0.50	\$164.00	General Fund ck #3665
328	doc @	\$0.50	\$164.00	County Clerk
TOTAL			\$51,774.75	

OCT DEATH CERTS 21 @ \$4 = \$84.00

Prepared by Angie Bricks Date 11-12-24

FILED

NOV 12 2024


SHELBY COUNTY CLERK