

June 10, 2025

**SHELBY COUNTY BOARD MEETING AGENDA**  
**June 12, 2025 – 7:00 P. M.**  
**Courtroom A – Shelby County Courthouse**

1. Call to Order- Pledge of Allegiance -Prayer
2. Roll Call
3. Discussion and vote to approve the minutes from May 8, 2025
4. Public Body Comment
5. Discussion and vote to approve the Resolution opposing HB 2827 (Defending Parental Rights and Education Freedoms) upon the recommendation of the BAL committee
6. Jesse Streit, County U of I Extension Director – Annual presentation to County about U of I extension services offered
7. Discussion and vote to approve the annual FY 2026 agreement between the Shelby County Board and the U of I Extension office for continued financial support
8. Michael Tappendorf, County Highway Engineer -County Highway Report – Discussion and vote to approve the following:
  - A. Supplemental Engineering Agreement with Civil Design Inc. for SN 087-3148 over Richland Creek in Richland Township on TR 199(1200N) for \$27,100
  - B. 50/50 petition from the Cold Spring Township Highway Commissioner to replace a 36” diameter x 50” CMP on 800N. Estimated costs will be \$7,039
9. Tim Brown – Discuss and ask why we have not been provided a Shelby County Dive Team roster
10. Tim Brown – Discuss and ask why we have not been provided with a record of Shelby County Dive Team call outs
11. Tim Brown – Discussion and vote to accept the forensic audit of the Shelby County Dive Team presented by Benford and Brown
12. Discussion and vote to approve the following upon recommendation of the BAL Committee:
  - A. Updated Credit Card Policy
  - B. Updated Payroll Policy
  - C. Updated Time Keeping Policy
13. Sheriff Brian McReynolds - Discussion and vote to surplus a 2021 Kawasaki KRF 1000 side by side with 255 miles for the Sheriff's office
14. Chairman Tad Mayhall - Discussion and vote to approve the contract with AFSCME effective 9/1/2024 through 11/30/2027
15. County Clerk Jessica Fox - Discussion and vote to approve amending the 2025 Holiday Calendar previously approved August 8, 2024, to include December 24, 2025, pursuant to the AFSCME contract
16. Committee Reports
17. Chairman Updates and Correspondence
18. Chairman Appointments –  
Kenneth Munds – Herrick Fire Protection District trustee (3-year term)  
Airport and Landing Fields Commission (3-year terms) - Steve Wempen and Paul Canady  
County Health Board (3-year terms) - Dr. Rachel Lape, Greg Miller, Rosie Shuck, Jim Looft and Jeff Slifer  
Tourism Committee (1 year term) - Cynthia Alepra, Greg Miller, Maria Shafer, Annie Fafara, and Mark Shanks
19. Old Business
20. Approve payment of claims
21. Public Body Comment
22. Adjournment

Prayer is given by Board member Larry Syfert

Please silence cell phones during the Board meeting

**SHELBY COUNTY BOARD MEETING**

**June 12, 2025 – 7:00 P.M.**

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

The Shelby County Board met on Thursday, June 12, 2025, at 7:00 P.M in Courtroom A of the Shelby County Courthouse.

Chairman Tad Mayhall called the meeting to order. All those present said the Pledge of Allegiance, and Board member Larry Syfert gave the prayer.

County Clerk Jessica Fox called the roll. Grant and Tate were absent.

Minutes for the May 8, 2025, county board meeting were presented for approval. Yantis made motion to approve the minutes. Pritchard seconded said motion, which passed by voice vote (20 yes, 0 no).

At this time, Chairman Mayhall called for Public Body Comment.

Ross congratulated the Windsor/Stewardson-Strasburg High School Bass fishing team on being State Champions of the IHSA State Bass Fishing Tournament held on Lake Shelbyville on June 6 & 7. The board gave the team a round of applause.

Pritchard stated there was a great turnout with 60 boats in the tournament, each carrying 1 coach and 2 student fishermen. The first day there were 58 fish to weigh, and the 2<sup>nd</sup> day 29. Each fisherman was allowed a limit of their 5 best catches.

Ross made motion to approve the resolution opposing HB 2827. The opposition to the resolution defends parental rights and educational freedoms. Price seconded said motion. Ross explained that HB 2827 would place a limitation on parental rights on homeschooling, as well as place an unnecessary burden on public schools. Ross stated Shelby County supports parental rights and encouraged a yes vote. The B/A/L committee was addressed by Shelby County parents voicing their support of the county passing this resolution in opposition at their meeting on May 27.

Motion by Ross, second by Price to approve the resolution opposing HB 2827, passed by voice vote (20 yes, 0 no).

Jesse Streit, County Director for the U of I Extension, addressed the board to thank them and express her gratitude for funding over the years. Streit also reviewed some of the programs the U of I extension office provides such as the 4-H program, SNAP-Ed, the venison share, and partners in produce programs, which aid local food pantries, and the Family Life Impact program.

Streit requested an increase in funding for the 2025 tax levy of \$82,166, which is a 3.2% increase over last year. Miller made motion to approve the funding. Matlock seconded said motion, which passed by roll call vote (20 yes, 0 no). Ayes: Boehm, Brown, Cole, Edwards, Grant, Gregg, Hardy, McCormick, Matlock, Mayhall, Miller, Mitchell, Morse, Price, Pritchard, Ross, Syfert, Wafford, Wallace, Wood, and Yantis. Nays: none.

Chairman Mayhall called for the Highway Engineer report.

Michael Tappendorf, County Highway Engineer, addressed the board to request approval for a supplemental engineering agreement with Civil Design Inc. for SN 087-3148 over Richland creek in Richland Township on TR 199 (1200N). Estimated costs are \$27,000. Tappendorf also requested approval for a 50/50 petition from the Cold Spring Township Highway Commissioner to replace a 36" diameter x 50" CMP on 800N. Estimated costs will be \$7,039 to be shared equally between Shelby County and Cold Spring Township.

Boehm made motion to approve the Highway items. Wallace seconded said motion, which passed by roll call vote (20 yes, 0 no). Ayes: Boehm, Brown, Cole, Edwards, Grant, Gregg, Hardy, McCormick, Matlock, Mayhall, Miller, Mitchell, Morse, Price, Pritchard, Ross, Syfert, Wafford, Wallace, Wood, and Yantis. Nays: none.

Brown inquired about the Dive Team roster. Brown stated he had asked about this last month, because the roster in the draft forensic dive audit was from 2019, as a recent roster requested by Benford and Brown was not provided. Brown stated as a unit of government there should be transparency and a roster should be provided without being requested via a FOIA. A current roster of both the Dive Team and the Rescue Squad was emailed to the full board by County Clerk Fox on June 10, as part of the county board read ahead materials.

Brown stated on page 7 of the draft Dive Team audit, it stated there should be a record keeping of call outs for the Dive Team. Brown stated a former board member had also asked how often the Dive Team gets called out and never got an answer. Brown stated the draft dive team audit said the dive team should do a record keeping of call outs and rescues.

Brown made motion to approve the draft dive team forensic audit completed by Benford and Brown. McCormick seconded said motion, which failed by roll call vote (5 yes, 13 no, 2 present). Ayes: Brown, Edwards, Hardy, McCormick, and Wallace. Nays: Boehm, Cole, Gregg, Matlock, Mayhall, Miller, Mitchell, Morse, Price, Ross, Wafford, Wood, and Yantis. Present: Pritchard and Syfert.

Upon recommendation of the B/A/L committee an updated credit card policy, payroll policy, and timekeeping policy were presented for approval. Boehm made motion to approve the updated policies. Yantis seconded said motion. Discussion was held.

Payroll duties have shifted to the County Clerk's office from the Treasurer's office since the original payroll policy was put in place. State's Attorney Woolery presented an Attorney General opinion which stated, "a county board may not impose a mandatory electronic timekeeping policy on

**Shelby County Board**  
**June 12, 2025**

officers with internal control over the operations of their office if the policy affects the personnel decisions of those officers.” An AG opinion had been presented to the board earlier in the year which stated a board could not assign to other personnel (credit card policy to the Treasurer) a function which is delegated to the county clerk by statute (payroll and accounts payable).

On Boehm’s motion, with a second by Yantis, the updated policies passed by voice vote (19 yes, 1 no – Brown).

Sheriff McReynolds requested approval to surplus a 2021 Kawasaki KRF 100 side by side with 255 miles. This vehicle was surrendered to the Sheriff’s office as part of a plea agreement and not purchased by the county.

Boehm made motion to approve the surplus. Pritchard seconded said motion, which passed by voice vote (20 yes, 0 no).

Chairman Mayhall presented for approval the AFSCME Union contract for September 1, 2024 through November 30, 2027. Mayhall thanked several department heads and board members that had worked on the negotiations.

Yantis made motion to approve the contract with AFSCME. Matlock seconded said motion, which passed by voice vote (19 yes, 1 no – Brown).

County Clerk Fox requested approval to amend the 2025 holiday calendar that was previously passed on August 8, 2024, to include December 24, 2025, in order to align with the recently approved AFSCME contract.

Cole made motion to approve the amended holiday calendar. Matlock seconded said motion, which passed by voice vote (20 yes, 0 no).

Mayhall called for committee reports. There were no reports given.

For Chairman updates, and correspondence, Mayhall reported Sikich has received most of the information they have requested from the various county departments and are working up the data they have received. Sikich hopes to forward the pre-audit findings to Lauterbach and Amen in July. Sikich will then begin work on 2024 pre audit work. Mayhall will be meeting with the City of Shelbyville, EMA, members from Good Shepherd Hospital and the CEO of Abbott Ambulance Service to discuss issues with the lack of Ambulance services issues with ambulances for ground transport to other facilities. Mayhall addressed the beautiful plants in the meeting grown at the Shelbyville County Community Services facility in Shelbyville. Tourism Director Freddie Fry was recognized and had left tourism brochures for the board members. The County received a \$585.40 meeting reimbursement from UCCI.

Chairman Mayhall requested the following appointments:

Kenneth Munds – Herrick Fire Protection District Trustee (3-year term)

Airport and Landing Fields Commission – Steve Wempen and Paul Canaday (3-year terms)

County Health Board – Dr. Rachel Lape, Greg Miller, Jim Looft, and Jeff Slifer (3-year terms)

Tourism Committee – Cynthia Alepra, Greg Miller, Maria Shafer, Annie Fafara, and Mark Shanks (1-year terms)

There was no old business to come before the board.

Boehm made motion to pay the claims. Pritchard seconded said motion. Approval to pay claims passed by roll call vote (20 yes, 0 no). Ayes: Boehm, Brown, Cole, Edwards, Grant, Gregg, Hardy, McCormick, Matlock, Mayhall, Miller, Mitchell, Morse, Price, Pritchard, Ross, Syfert, Wafford, Wallace, Wood, and Yantis. Nays: none.


Chairman Mayhall called for public body comment.

Comments/opinions expressed are summarized as follows:

Parents thanked the board for passing the resolution opposing HB 2827  
Investment of county money comments/questions/funds not making interest  
IL Funds – risk of investment, possible harm to local banks if county money pulled and invested elsewhere  
How board could request Treasurer to attend meeting  
Jake and Carol Cole saw Lake Shelbyville guides in Northern Illinois and were told they are frequently requested and used  
Questions about credit card policy

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

Ross made motion to adjourn until the next regular meeting to be held on July 10, 2025. McCormick seconded said motion, which passed by voice vote (20 yes, 0 no) and the meeting was adjourned at 7:48 P.M.

  
Jessica Fox  
Shelby County Clerk and Recorder

STATE OF ILLINOIS			ROLL CALL VOTES IN COUNTY BOARD											
SHELBY COUNTY														
June 12, 2025 REGULAR MEETING														
		ROLL CALL			QUESTIONS									
			6/12/2025	/ /2025	Funding for ON MOTIONS TO U of I Ext.		Eng. Agreement ON MOTIONS TO + 50/50		Dive Team ON MOTIONS TO Forensic Audit by Benford + Brown		Payment ON MOTIONS TO of Claims		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BOEHM, TERESA		✓		✓		✓			1	✓			
	BROWN, TIM	41	✓		✓		✓		1		✓			
	COLE, CAROL	0	✓		✓		✓			2	✓			
	EDWARDS, JULIE		✓		✓		✓		2		✓			
	GRANT, CHRISSY		A		—	—	—	—	—	—	—	—		
	GREGG JEFF	0	✓		✓		✓			3	✓			
	HARDY, CLAY	20	✓		✓		✓		3		✓			
	MCCORMICK, HEATH		✓		✓		✓		4		✓			
	MATLOCK, CHRISTINE		✓		✓		✓			4	✓			
	MAYHALL, TAD	14	✓		✓		✓			5	✓			
	MILLER, TRICIA		✓		✓		✓			6	✓			
	MITCHELL, JAMES		✓		✓		✓			7	✓			
	MORSE, TIM		✓		✓		✓			8	✓			
	PRICE, GENE	0	✓		✓		✓			9	✓			
	PRITCHARD, AUSTIN		✓		✓		✓		Present		✓			
	ROSS, SONNY	24	✓		✓		✓			10	✓			
	SYFERT, LARRY		✓		✓		✓		Present		✓			
	TATE, DON	40	A		—	—	—	—	—	—	—	—		
	WAFFORD, CHRISTY		✓		✓		✓			11	✓			
	WALLACE, BRENT	50	✓		✓		✓		5		✓			
	WOOD, JUDY		✓		✓		✓			12	✓			
	YANTIS, CHAD	34	✓		✓		✓			13	✓			



SHELBY COUNTY ILLINOIS COUNTY BOARD

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RESOLUTION 2025-30

OPPOSING HB2827: DEFENDING PARENTAL RIGHTS AND EDUCATION FREEDOMS

WHEREAS, House Bill 2827, introduced February 5, 2025, in the 104 Illinois General Assembly proposes the creation of the “Homeschool Act” and provides for unprecedented State overreach into the jurisdiction of the home and private schools.

WHEREAS, if enacted and enforced, HB2827 would infringe upon the full and free exercise of certain freedoms and civil liberties guaranteed in the United States Constitution and Bill of Rights as commonly and historically expressed through the natural, *a priori* rights of parents to direct, define, determine, design, and delegate the education of their children.

WHEREAS, the United States Supreme Court has affirmed the fundamental right and liberty of parents to direct the education and upbringing of their children in such cases as *Pierce v. Society of Sisters*, 268 U.S. 510 (1925) and *Troxel v. Granville*, 530 U.S. 57 (2000)

WHEREAS, the State of Illinois has long recognized homeschooling as a legitimate form of private education, as affirmed in *People v. Levisen*, 404 Ill. 574 (Ill. 1950)

WHEREAS, if enacted and enforced, HB2827 would have a chilling effect on educational practices that would otherwise lead to progress, innovation and discovery of new and better means of education, education systems and methodologies and would, therefore, also stifle the natural evolution of education and society.

WHEREAS, the synopsis of HB2827 declares that the justification for the bill is a presupposition that some homeschoolers use home education as a cover for abuse and neglect and therefore all home educators should be subjected to annual registration requirements with short 3 and/or 10 day filing windows, parental credentialing requirements, mandated portfolio creation and portfolio reviews, state oversight of curriculums, undefined standards arbitrated by unelected officials, private interviews of minor children and all under threat of fines and penalties that can include referral to DCFS, removal of children from the home, 30 days’ jail time and criminal truancy charges and referral to the State’s Attorney; which is diametrically opposite to fundamental American legal principles, Fourth and Fifth Amendment protections and Due Process.

WHEREAS, Existing truancy and child welfare laws, including those enforced by truant officers and the Department of Children and Family Services already provide mechanisms to address isolated incidences of educational neglect or abuse, rendering broad new regulations duplicative and excessively burdensome to law-abiding families, and that legislative efforts to ensure child safety should utilize these established structures, enhancing their enforcement where necessary rather than creating new regulatory frameworks that penalize the majority for the actions of the few.

WHEREAS, HB2827 mandates annual registration of homeschool and private school students including an expandable data set of detailed student information that includes, but is not limited to: name, date of birth, grade level, home address, guardian contact information and guardian home address, and since this information may be tied to sectarian schools or various religious or ethnic affiliations a plausible fear arises that the data set could be used for selective scrutiny and discrimination of targeted groups.

WHEREAS, HB2827 requires homeschool instruction to be substantially equivalent to the curriculum prescribed by the Illinois State Board of Education. It would subject homeschool families to evolving public school standards that may be altered at any time by administrative rule without legislative oversight or public input, raising serious concerns about family autonomy, philosophical and religious freedom, and the potential for future mandates that conflict with the values and instructional approaches of individual families.

WHEREAS, the bill grants discretionary authority to regional education officials to request reviews of homeschool educational portfolios without clearly defined criteria or cause, raising the risk of selective and arbitrary enforcement and the potential for discrimination against families based on educational philosophy, religious beliefs or other personal factors.

WHEREAS, HB2827 may impose a disproportionate burden on families with limited financial resources and formal education, as well as those pursuing nontraditional educational models thereby undermining equitable access to alternative education and marginalizing communities who rely on flexible approaches to instruction.

WHEREAS, the legislation creates new obligations for Regional Offices of Education and other local authorities without corresponding funding or support constituting an unfunded mandate that may strain already limited resources, reduce efficiency, and divert attention from other critical educational and student support services.

WHEREAS, the County Board stands in solidarity with their constituents and the homeschool and private school families across Illinois, who as of April 10, 2025, have filed over 125,000 combined witness slips in opposition to the bill.

NOW, THEREFORE BE IT RESOLVED by the Shelby County Board as follows:

- 1) The Shelby County Board firmly opposes any expansion of state authority that undermines the ability of parents to tailor educational approaches to the individual needs, values, and beliefs of their children, viewing such mandates as intrusive into the private spheres of family life and education.
- 2) The Shelby County Board affirms the right to define, determine, design, direct and delegate the education of children is fundamental and *a priori* to the parents and families to which the children belong and not to the State.
- 3) The Shelby County Board firmly opposes HB2827 and any similar legislation that would infringe on the rights of parents and guardians to direct the education of their children or that would impose burdensome and intrusive mandates on homeschool and private educational institutions.
- 4) The Shelby County Board declares that any such enacted legislation may infringe on Constitutional liberties or civil liberties as set forth in the Bill of Rights, and that Shelby County, IL shall stand for the protection of homeschool and private school freedoms in such cases.

ADOPTED by the Shelby County Board:

This 12<sup>th</sup> DAY OF JUNE, 2025.



Shelby County Board Chairman

ATTEST:



Shelby County Clerk

# **I ILLINOIS**

## **Extension**

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

#### ***AGREEMENT***

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

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

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

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

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

1. For and during the period of twelve months beginning with July 1, 2025, and ending with June 30, 2026, Grantor will contribute to University for the carrying on of cooperative extension work by University in said Unit the sum of \$ 82,166, to be paid by Grantor to University in \_\_\_\_\_ Quarterly, \_\_\_\_\_ Monthly, X Annual payments of \$ 82,166. All payments to be completed by June 30, 2026.

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

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

**I ILLINOIS**

**Extension**


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

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

Dated this 12<sup>th</sup> day of June, 2025

GRANTOR

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

By:   
(Authorized Signature)

6/12/2025  
Date

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

01/14/2025:hc

June 2025 Engineer Report:

- Action Items For County Board
- 1) Discussion and Approval of Supplemental Engineering Agreement for Structure 087-3148 over Richland Creek in Richland Township on TR199 for the amount of \$27,100.
  - Supplemental due to changes to IDOT Policy. Desiring reimbursement for Surveying and Geotechnical Expenses.
- 2) Discussion and Approval of 50/50 petition from Cold Spring Township Highway Commissioner to Remove a failing CMP Pipe and replace with a 36” diameter x 50-foot-long CMP. The estimated cost of the project will be \$7,039 which will be shared 50/50 between the township and County Bridge account.

- Maintenance –

Mowing/Spraying	Aggregate hauling
Joint Pipe Replacement with Effingham County	Prep Roads for Road Oiling on Herrick/51 Road
Maintenance of Equipment	Potholes
Drainage Repairs on County highways	Signage Repair
Shoulder Repair	Receive Millings from Howell

- Front Office Team

Normal Day to Day	Maintenance Crew Assistance
Ridge Bridge Preconstruction Meeting	County Highway 16 Plans (In-house)
County Highway 19 Plans (In house)	Oconee Bridge Inspection x 2
Political Money Grant Application	HSIP Grant Application
Meet With Township Commissioners about concerns	Finalizing Bills on Old Projects
2024 MFT Final Report of Expenditures	Ash Grove/Big Spring Bridge to letting
Foxglove Wind Project Meeting	

- Projects - Roads

- Union Pacific Railroad Crossings.
- County Highway 3 – East of Findlay
  - April 25<sup>th</sup> Letting bids came in under Engineer’s Estimate
  - Preconstruction Meeting will be June 18<sup>th</sup>.
- County Highway 19 – 1-3 Years
  - Plans Begun in House, Approximate estimated savings of \$60k.
  - Cape Seal from 128 to CH 16
- County Highway 16 – 1-3 Years
  - Soil Cement Roadway, with Oil/chip surface.
  - In House Plans in Progress
- County Highway 15 – 2-4 Years
  - In House Plans in Progress.
  - A2 – Oil Chip Roadway
- County Highway 3 (West and through Findlay) – Anticipated within 5 years

- CIR with Cape Seal Surfacing
  - County Highway 2 (North of Findlay) – Anticipated within 7 years
    - Soil Cement Road Way (FDR) with Oil/Chip Surface. Will not complete till Drainage solved
  - County Highway 21 (Moweaqua Blacktop) - Anticipated within 5 years
    - CIR with Cape Seal Surfacing
  - Prairie Township/Shelby County/Effingham County Pipe replacement completed
  - Foxglove Wind Project
- Grant Application Submissions
  - HSIP – Due June 20<sup>th</sup>
    - Application for CH 19 West of CH 16 for Cape Seal. Multiple Type A injuries and Fatalities due to Ice.
  - \$400 Million Political Grant
    - Applications submitted:
      - 5 for County (Findlay Bridge, CH 19, CH 16, CH 15, CH 2)
      - 7 for Townships (Ash Grove, Rural, Ridge, Richland, Okaw, Clarksburg)
  - EDP, Park, Flap, Tarp, Special Bridge, USDA. Apply when available or find adequate location
- Projects - Bridges
  - Oconee Township Bridge x 2 Construction Complete. Finalizing Paperwork
  - Ridge Township Bridge – Looking to begin construction June 16<sup>th</sup>.
  - Ash Grove/Big Spring Bridge – Finalizing Right of Way, Bidding soon.
  - Rural TWP Bridge – Right of Way Issues. Working with landowners
  - Clarksburg TWP Bridge – Denied Special Bridge Grant. Construction Likely Next Year
  - Other Bridges Set in Motion or have been requested
    - Flat Branch TWP – 2200N – 087-3069 – Gonzalez Engineering
    - Rose TWP – 1000N - 087-3161 – HLR Engineering
    - Dry Point TWP – 400N – 087-3234 - Lochmueller
    - SCHD – CH 40 – 087-3041 - TBD
    - SCHD – CH 3 – 087-3001 – HLR Engineering
    - Richland TWP – 1200N - 087-3148 – CDI Engineering
    - Richland TWP – 1325N – 087-3136 – TBD Low Priority
    - Richland TWP – 1500N - 087-3344 – TBD High Priority to TWP
    - Oconee TWP – 800N – 087-3279 - Chastain Associates
    - Oconee TWP – 100E – 087-3053 - Chastain Associates
    - Cold Spring TWP – 500N – 087-3397 – TBD
- Expectations – Please be forthcoming if anything is not meeting expectations.



**Illinois Department  
of Transportation**

**Local Public Agency  
Engineering Services Agreement**



Using Federal Funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement For MFT PE	Agreement Type Supplement	Number 1
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**LOCAL PUBLIC AGENCY**

Local Public Agency Shelby County Highway Department	County Shelby	Section Number 23-16125-00-BR	Job Number
Project Number	Contact Name Michael Tappendorf, P.E.	Phone Number (217) 774-2721	Email shelbycohwy@shelbycounty-il.gov

**SECTION PROVISIONS**

Local Street/Road Name TR 199 (1200N)	Key Route TR 199	Length 300'	Structure Number Ex. SN 087-3148
Location Termini 3.3 mi NW of Strasburg			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>
Project Description Phase I and II Engineering Services to replace the existing SN 087-3148 over Richland Creek			

Engineering Funding	<input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	
Anticipated Construction Funding	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	

**AGREEMENT FOR**

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

**CONSULTANT**

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

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

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

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

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge 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: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514 )
- ☒ Location Map
- ☐
- ☐

#### I. THE ENGINEER AGREES,

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

#### 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 D).
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 \$27,100.00 (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 Highway 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	TIN/FEIN/SS Number	Agreement Amount
Civil Design, Inc.	43-1743245	\$27,100.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		\$27,100.00
Total for all work		\$27,100.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest:

By (Signature & Date)

06/12/2025

Name of Local Public Agency

Shelby County

Local Public Agency Type

County

Clerk

By (Signature & Date)

6/12/2025

Title

Clerk

Name of Local Public Agency

Shelby County


Local Public Agency Type


County

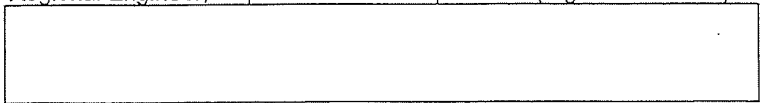
(SEAL)

Executed by the ENGINEER:

Attest: Consultant (Firm) Name  
Civil Design, Inc.

By (Signature & Date)  
 5-2-25  
Title  
Tyler Ziegler, P.E., S.E.

By (Signature & Date)  
 5-2-25  
Title  
Adam Bohnhoff, P.E., S.E.

APPROVED:  
Regional Engineer, Department of Transportation (Signature & Date)  


Local Public Agency	County	Section Number
Shelby County Highway Department	Shelby	23-16125-00-BR

**EXHIBIT A**  
**SCOPE OF SERVICES**

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

- a. Make such detailed survey as are necessary for preparation of detailed roadway plans.

b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

c. Make or cause to be made such soil survey or subsurface investigations including boring and soil profiles and analysis thereof as may be required to furnish sufficient data of the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the department.

Local Public Agency	County	Section Number
Shelby County Highway Department	Shelby	23-16125-00-BR

EXHIBIT B  
PROJECT SCHEDULE

Notice to Proceed: Upon BLR 05530 Approval Anticipated Letting Date: TBD
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Local Public Agency

Shelby County Highway Department

County

Shelby

Section Number

23-16125-00-BR

Exhibit C  
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				



Local Public Agency	County	Section Number
Shelby County Highway Department	Shelby	23-16125-00-BR

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

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

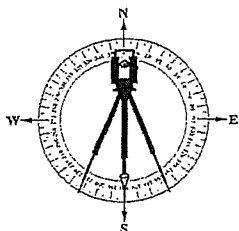
☒ Form Not Applicable (engineering services less than the threshold)

Engineering Services Agreement - Supplement

TR 199 over Richland Creek  
Ex. SN 087-3148  
Shelby County Highway Department

- Regarding Section II, Item 4, the Specific Rate is as shown below:
  - a. A sum of money NOT TO EXCEED \$27,100.00, including out-of-pocket expenses such as detailed on the attached cost estimates and shown below.

Hammond and Reid Land Surveying Labor Fee =	\$ 19,100.00
Midwest Engineering and Testing, Inc. Labor Fee =	\$ 4,000.00
Civil Design Inc. Labor Fee =	<u>\$ 4,000.00</u>
Total Engineering Fee =	\$ 27,100.00



## Hammond & Reid Land Surveying, LTD.

550 South Cedar Street  
Shelbyville, Illinois 62565

[www.hammondreidsurveying.com](http://www.hammondreidsurveying.com)

(217) 294-3344 (217) 962-1772

## Contract for Professional Services

### Surveyor

Hammond & Reid Land Surveying, LTD  
550 S. Cedar Street – Shelbyville, IL 62565  
Phone: (217) 962-1772  
Email: jreid@hammondreid.com

### Client

Name: Tyler Ziegler  
Company: Civil Design, Inc.

### Scope – (Construction Layout Services provided at the Proposed Richland Creek Bridge (T.R. 199), Richland Twnsp, Shelby Co., IL)

Initial Survey (Topographic & Boundary) – Site Control, Road, Bridge, Creek Profile/Hydraulic, Boundary, Borings: **\$8,100**

Row Acquisition – Centerline Survey Plat, Parcel ROW Plats (5 parcels), Stake ROW & Easements for Negotiations: **\$5,800**

Note: Proposal Includes Title Commitment/Search Reports (4 Parcels) – Approx. \$2000

Construction Engineering – Layout Centerline, ROW, Abutments & Piles (Locations Only) (Includes 6 Site Visits): **\$4,700**

**TOTAL PROPOSED COST: \$19,100**

Completion Date: To be determined by client/contractor.

### Surveyor/Client Agreement

- (1) The Client agrees to grant or obtain any and all necessary permissions/permits to allow Surveyor or Surveyors Agents/Employees to perform the work under this Contract.
- (2) The Surveyor will perform the work to the current Illinois Minimum Standard Laws.
- (3) In the event of all or any portion of the work performed by the Surveyor being suspended or terminated by either the Surveyor or the Client, the Client shall pay the Surveyor all fees, charges & services provided for the project, not to exceed the amount agreed to by this contract.
- (4) All original documents and copies thereof, produced as a result of this contract shall remain the property of the Surveyor and may be used without the consent of the Client. Except those documents that are required to be filed with Public Agencies.
- (5) In the event that any staking is destroyed by any party other than the Surveyor, the cost of re-staking shall be paid by the Client as extra work, provided such work is authorized by the Client.
- (6) The Surveyor shall not be liable for damages resulting from the actions/inactions of Governmental Agencies & shall only act as an advisor in all Governmental relations.
- (7) A late penalty of 1% per month (12% Annually) shall be applied to any unpaid balance, commencing 30 days after the date of the Invoice.
- (8) In the event that the Client institutes a lawsuit against the Surveyor because of any failure or alleged failure to perform, error or omission, or negligence and such lawsuit is not successfully prosecuted, the Client agrees to pay the Surveyor any and all costs of defense, including attorney's fees.
- (9) Should litigation be necessary to enforce any term/provision or to collect any portion of the amount payable under this contract, then all litigation and collection expenses, court costs and attorney's fees shall be paid by the Client.
- (10) This contract will be considered void if not returned to the Surveyor by July 1, 2025.

Contract accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Jade R. Reid IPLS #3798

\_\_\_\_\_  
Client



**Midwest Engineering and Testing, Inc.**  
geotechnical - environmental - materials engineers  
501 Mercury Drive  
Champaign, Illinois 61822  
217-359-2128  
FAX 217-359-8446  
[www.metgeotech.com](http://www.metgeotech.com)

April 24, 2025

Mr. Tyler Ziegler, PE, SE  
Civil Design, Inc.  
307 E Washington  
Effingham, IL 62401  
[tziegler@civildesigninc.com](mailto:tziegler@civildesigninc.com)

Re: Proposal for Structural Borings  
Proposed Bridge Replacement  
TR 199 (1200N) over Richland Creek  
Section Number: 23-16125-00-BR  
Existing SN-087-3148  
Shelby County, Illinois  
MET Proposal No. C25084

Dear Mr. Ziegler:

As outlined in your recent e-mail with attachments, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide geotechnical services at the above-referenced site. A brief description of our understanding of the project and a discussion of the scope of services to be provided are outlined in the following paragraphs.

It is understood that soil test borings are required for the 1200 North Road Bridge over Richland Creek replacement project. A location map is attached. A total of two borings are proposed, with one advanced behind each existing abutment. The borings will be performed following the IDOT Geotechnical Manual, Section 3.4.3.2 Borings guidelines. Based on our experience, we anticipate encountering primarily glacial drift deposits over bedrock. The borings will be advanced to the depths outlined in the IDOT Geotechnical Manual, but for budgeting purposes, we estimate that the borings will need to extend to depths of about 50 ft. below the existing grade. Upon completion of the drilling, the boreholes will be backfilled and compacted with the auger. The borings will be performed with a track or truck-mounted drilling rig using a conventional hollow-stem auger to advance the holes. Soil samples will be obtained using split-barrel sampling techniques at 2.5-ft intervals through a depth of 30 feet and at 5-ft intervals thereafter. The depth of groundwater will be noted during the drilling operations and measured in the open boreholes upon completion. A one-call utility locate will be performed to verify the locations of underground utilities before mobilization. Based upon the rural nature of the area, appropriate signage will be provided, however flaggers have not been included in the budget.

Proposal for Structural Borings  
Proposed Bridge Replacement  
TR 199 (1200N) over Richland Creek  
Section Number: 23-16125-00-BR  
Existing SN-087-3148  
Shelby County, Illinois  
MET Proposal No. C25084  
Page 2

Appropriate laboratory testing will be performed following ASTM standards to adequately characterize the soil at the project site. The laboratory testing will include, at a minimum, moisture content tests and unconfined compression tests on all intact cohesive samples. A geotechnical engineer will classify all soils following the Unified Soil Classification system. Typed boring logs in IDOT format will be provided.

MET proposes to perform the soil borings and provide the borings logs on a unit price basis as outlined on the attached estimate worksheet. The soil borings will likely be completed within one (1) day, and the boring logs will be submitted within two (2) weeks after completion of the field activities.

If you have any questions regarding this proposal, please contact us at your convenience. MET will proceed with the work based on written authorization. If this proposal is acceptable, please acknowledge by signing the acceptance block found at the end of this proposal. We are looking forward to working with you on this project.

Sincerely,

**Midwest Engineering & Testing, Inc.**

Ekaterina Barteneva  
Geotechnical Project Engineer

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Nicholas D. Wendling, P.E  
Geotechnical Department Manager

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Enclosure: Estimate Worksheet  
Location Map  
General Conditions

Date: \_\_\_\_\_



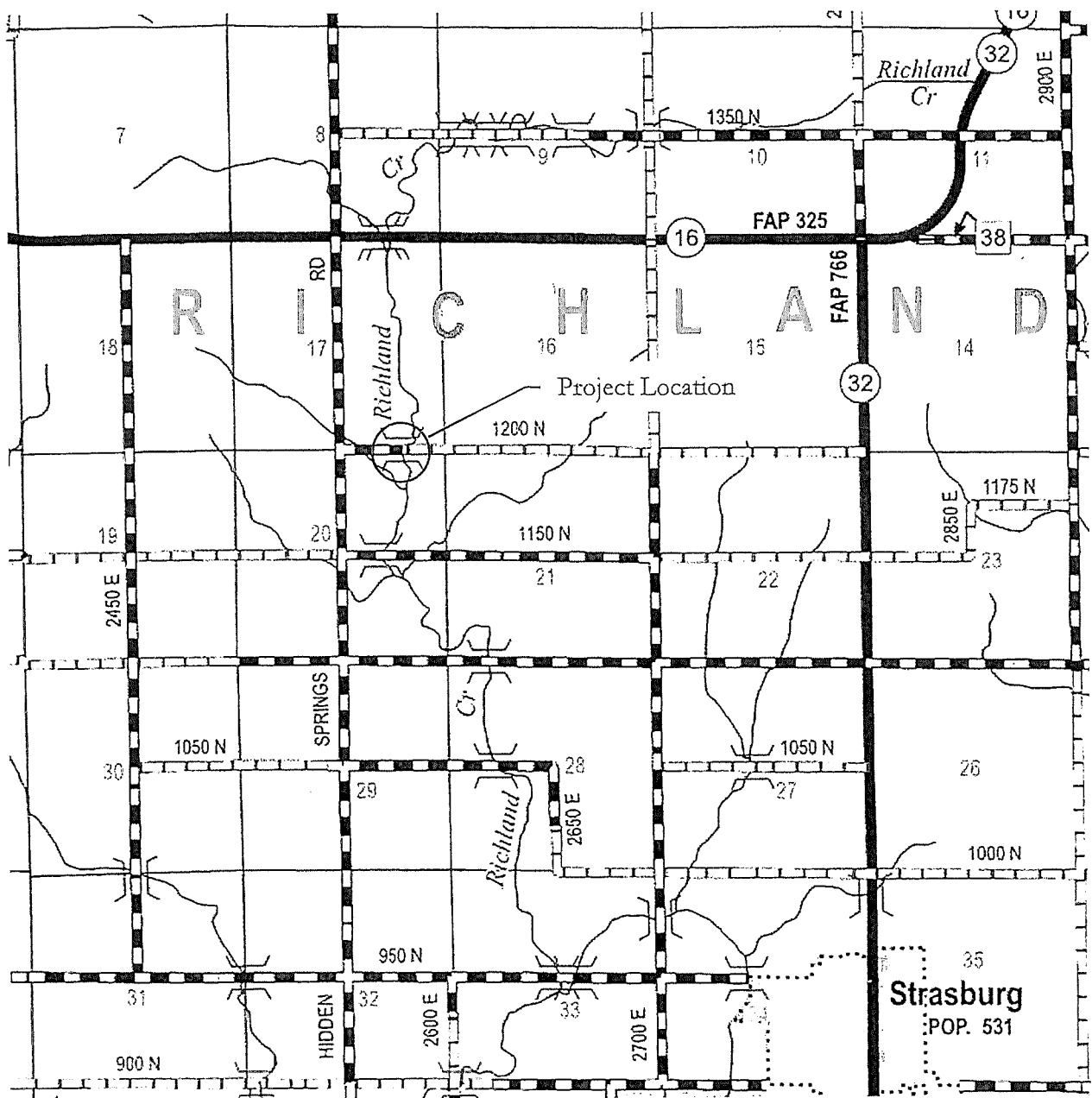
**Midwest Engineering and Testing, Inc.**  
geotechnical - environmental - materials engineers  
501 Mercury Drive  
Champaign, IL 61822  
217-359-2128  
FAX 217-359-8446  
www.metgeotech.com

**Estimate Worksheet**

Mr. Tyler Ziegler, PE, SE  
Civil Design, Inc.  
307 E Washington  
Effingham, IL 62401  
[tziegler@civildesigninc.com](mailto:tziegler@civildesigninc.com)

Proposal for Structural Borings  
Proposed Bridge Replacement  
TR 199 (1200N) over Richland Creek  
Section Number: 23-16125-00-BR  
Existing SN-087-3148  
Shelby County, Illinois  
MET Proposal No. C25084  
April 24, 2025

<u>ESTIMATE WORKSHEET</u>		<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
<b>Field Exploration Services</b>				
Mobilization of drilling equipment and personnel	1	Lump Sum	\$800.00	\$800.00
Support vehicle	1	Days	\$150.00	\$150.00
Soil drilling and sampling per ft. (0-50 ft. depth)	100	Feet	\$18.00	\$1,800.00
Soil drilling and sampling per ft. (50-75 ft. depth)	0	Feet	\$21.00	\$0.00
Flagger for traffic control per man hour	0	Hours	\$65.00	\$0.00
Traffic Control Equipment per Day	1	Days	\$125.00	\$125.00
<b>Subtotal for Field Service:</b>				<u>\$2,875.00</u>
<b>Geotechnical Laboratory Soil Testing Services</b>				
Unconfined compressive strength tests	14	Tests	\$10.00	\$140.00
Moisture content tests	23	Tests	\$5.00	\$115.00
Dry Density Tests	14	Tests	\$5.00	\$70.00
<b>Subtotal for Lab Service:</b>				<u>\$325.00</u>
<b>Engineering Services</b>				
Project Engineer- Coordination, and Log Preparation	4	Hours	\$150.00	\$600.00
Principal Engineer- Report Review and Consultation	1	Hours	\$200.00	\$200.00
<b>Subtotal for Engineering Services:</b>				<u>\$800.00</u>
<b>TOTAL ESTIMATED FEE:</b>				<u><u>\$4,000.00</u></u>



## Location Map

TR 199 over Richland Creek

Existing SN 087-3148

Shelby County



## GENERAL CONDITIONS

### Midwest Engineering and Testing, Inc. (MET)

### Geotechnical Services

**Item 1. Scope of Work.** Midwest Engineering and Testing, Inc. (MET) shall perform services in accordance with an "agreement" made with the "client." The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of MET's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

**Item 2. Site Access.** The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MET that all necessary permissions for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

**Item 3. Utilities.** In the performance of its work, MET will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MET harmless and indemnify MET from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by MET for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MET or otherwise disclosed by the client or utility locator service. MET will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

**Item 4. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, byproducts, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

MET's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoil relative to the project. As such, MET does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

**Item 5. Confidentiality.** MET shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MET against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MET is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MET.

**Item 6. Standard of Care.** MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MET will not be responsible for the interpretation by others, of data obtained by MET for the geotechnical study.

**Item 7. Technical Methodology and Protocol.** MET will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

**Item 8. Limitations of Liability.** The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services, allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

**Item 9. Insurance.** MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.





**Item 10. Modifications.** This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 11. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination.



Per Section 6-501

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

<b>STATE OF ILLINOIS</b> County of Shelby Road District of <u>Cold Spring</u> Township  To the County Board of Shelbyville County, Illinois  Per Section 5-501 of the Illinois Highway Code, the undersigned, Highway Commissioner <u>Cold Spring</u> Township in said County, would respectfully requests:	
<b>Location:</b> Northwest corner of Section 8, Cold Spring TWP (800N, 685 E) <b>Scope:</b> Remove Existing 30" culvert and replace with 36"-CMP (Corrugated Metal Pipes) (See Estimate)	
in said road district, which the road district is responsible.  The anticipated cost of the proposed project will be <u>\$7,039</u> Dollars, which sum will be more than 0.02% of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.  Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half the amount required.  Being duly sworn, on oath says that this affidavit attached is necessary and that the sum will not be more expensive than is needed for the purpose required.  Date at <u>Shelby Co. Highway Dept.</u> , this <u>3rd</u> day of <u>June</u> , 20 <u>25</u> <div style="text-align: center;"> Cold Spring Highway Commissioner</div>	
<b>Road and Bridge Committee Approval</b>  The Shelby County Road and Bridge Committee has reviewed the proposed bridge aid application submitted by <u>Cold Spring</u> Township, for the proposed project which has an anticipated cost of <u>\$7,039.</u> , which the county will provide one half of the expenses from the "County Bridge Fund".  This application is hereby accepted to on this <u>12th</u> day of <u>June</u> , 20 <u>25</u> <div style="text-align: center;"> Road and Bridge Committee Chairman</div>	
<b>County Board Approval</b> <div style="display: flex; justify-content: space-between;"><div> County Clerk</div><div> County Board Chair</div></div>	

<div><div></div><div>SHELBY COUNTY HIGHWAY DEPT</div></div>	Shelby County Highway Department 1590 State Highway 16, Shelbyville, IL 62565 P: (217) 774-2721 F: (217) 774-2688 E:shelbycohwy@shelbycounty- il.gov	PROJECT Cold Spring 5050	
		SUBJECT 800N West of CH 12	
		DATE 6/2/2025	PREP. BY MAT
		CHECK BY	SHEET 1 OF
Demolition of Existing Pipe			
ITEM:	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 1/2 Day - 3 Guys	12	\$24.82	\$297.84
Excavator Hours	4	\$168.03	\$672.12
Dump Truck Hours	8	\$69.78	\$558.24
Pickup Hours	1	\$18.23	\$18.23
Semi Tractor	1	\$66.91	\$66.91
Trailer - Low Boy	1	\$15.20	\$15.20
Installation of 36' CMP (Aluminized Metal Pipes)			
ITEM:	Estimate of Hours:	Rental Rate:	Estimate of Cost:
Man hours - 1/2 Day - 3 Guys	12	\$24.82	\$297.84
Excavator Hours	4	\$168.03	\$672.12
Dump Truck Hours	8	\$69.78	\$558.24
Pickup Hours	1	\$18.23	\$18.23
Material Cost:			
36" SPIRALIZED ALUM PIPE	50	FOOT	\$41.04 /Foot \$2,052.00
Aggregate Base Course, Type B	101	TONS	\$13.95 /TON \$1,404.77
RIPRAP RR#3	24	TON	\$16.95 /TON \$406.80
			Total Cost \$7,038.54
			1/2 Cost \$3,519.27
			Equipment and Labor Cost \$3,174.97
Scope of work to include: -REMOVE FAILING 30" PIPE AND REPLACE WITH WITH 36" PIPE -Removed Soil to be used on Downstream Slope			



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ILLINOIS

KWAME RAOUL  
ATTORNEY GENERAL

May 21, 2025

I – 25-006

COUNTIES:

Authority of County Board to  
Implement a Mandatory  
Electronic Timekeeping Policy

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

Dear Ms. Woolery:

We have your letter inquiring: (1) whether a timekeeping policy passed by a county board applies to county officers who have been granted internal control over the operations of their office; and (2) whether a county board has the "managerial right" to implement a mandatory electronic timekeeping policy when the timekeeping policy conflicts with the terms of a union contract. For the reasons stated below, a county board may not impose a mandatory electronic timekeeping policy on officers with internal control over the operations of their office if the policy affects the personnel decisions of those officers. Additionally, whether a particular timekeeping policy is an inherent managerial right is a determination that is best resolved by the Illinois Labor Relations Board or other avenues of dispute resolution provided under the Illinois Public Labor Relations Act (5 ILCS 315/1 *et seq.* (West 2022)).

**BACKGROUND**

According to the information that you provided, until recently, all Shelby County employees maintained paper time sheets that were reviewed and approved by their respective department heads and subsequently submitted to the treasurer's office for payroll processing. On July 13, 2023, upon the recommendation of its Legislative Committee, the Shelby County Board

500 South 2nd Street  
Springfield, Illinois 62701  
(217) 782-1090 • Fax: (217) 782-7046

115 South LaSalle Street  
Chicago, Illinois 60603  
(312) 814-3000 • Fax: (312) 814-3806

1745 Innovation Drive, Suite C  
Carbondale, Illinois 62903  
(618) 529-6400 • Fax: (618) 529-6416

Individuals with hearing or speech disabilities can reach us by using the 7-1-1 relay service.

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The Honorable Ruth A. Woolery - 2

passed a motion to approve the installation of electronic timeclocks for the purpose of electronic timekeeping for all county employees. The county's "Payroll Policies and Procedures"--which were implemented in 2020--were not revised or amended to reflect the installation of the electronic timekeeping system. On July 11, 2024, after union representatives submitted a demand to bargain to the Shelby County Board, the Shelby County Board passed a new timekeeping policy. You have indicated that the timekeeping policy is in direct conflict with certain contracts between union employees and the county and may also conflict with internal timekeeping procedures established by department heads.

#### ANALYSIS

##### **County Board Authority to Require Electronic Timekeeping for Employees of County Officers Operating Under Statutory Internal Control Provisions**

You first inquire whether a timekeeping policy passed by a county board applies to county officers who have been granted internal control over the operations of their office. It is well established in Illinois that non-home-rule counties, acting through their county board (55 ILCS 5/5-1004 (West 2022)), possess only those powers that are expressly granted to them by the constitution or by statute, together with those powers that are necessarily implied therefrom to effectuate the powers that have been expressly granted. Ill. Const. 1970, art. VII, § 7; *Redmond v. Novak*, 86 Ill. 2d 374, 382 (1981); *Inland Land Appreciation Fund, L.P. v. County of Kane*, 344 Ill. App. 3d 720, 724 (2003); Ill. Att'y Gen. Inf. Op. No. I-25-003, issued February 4, 2025, at 3. A county board has the authority to manage county funds and county business (55 ILCS 5/5-1016 (West 2022)), to examine and settle all accounts concerning the receipts and expenditures of the county, including those expenditures made by the several county officers (55 ILCS 5/5-1019 (West 2022)), and "install an adequate system of accounts and financial records in the offices and divisions of the county, suitable to the needs of the office and in accordance with generally accepted principles of accounting for governmental bodies" (55 ILCS 5/5-1005(16) (West 2022)). However, these powers are limited to that which is not otherwise specifically provided for by law and must be exercised in accordance with other statutory provisions. 1984 Ill. Att'y Gen. Op. 9, 11, citing *Locke v. Davison*, 111 Ill. 19, 25 (1884).

Several statutes expressly grant certain county officers the power to control the day-to-day operations of their respective offices. *See* 55 ILCS 5/3-1004 (West 2022) (county auditor); 55 ILCS 5/3-2003.2 (West 2022) (county clerk); 55 ILCS 5/3-3003 (West 2022) (county coroner); 55 ILCS 5/3-5005.2 (West 2023 Supp.) (county recorder); 55 ILCS 5/3-6018 (West 2022) (county sheriff in counties with less than 1,000,000 population); 55 ILCS 5/3-9006 (West 2022) (State's Attorney); 55 ILCS 5/3-10005.1 (West 2022) (county treasurer). These officers are granted exclusive control over the internal operations of their offices, including the authority to procure equipment, materials, and services that each officer deems necessary to

The Honorable Ruth A. Woolery - 3

perform his or her statutory duties, subject to applicable budgetary limitations.<sup>1</sup> See 1984 Ill. Att'y Gen. Op. 9 (county board may not impose line-item budget constraints on county officers with internal control); see also Ill. Att'y Gen. Inf. Op. No. I-23-004, issued April 10, 2023, at 3-4 (same). Additionally, previously issued opinions of this office have determined that county boards do not have the authority to control staffing or personnel decisions of officers with internal control over the operations of their office. See Ill. Att'y Gen. Inf. Op. No. I-96-008, issued January 3, 1996, at 2 ("[T]he county board's control over personnel practices of county officers is similarly limited"); Ill. Att'y Gen. Inf. Op. No. I-90-020, issued June 15, 1990 (county board may not control hours of work and compensation of employees of county officers with internal control).<sup>2</sup>

As noted in your inquiry, in informal opinion No. I-02-007, issued March 7, 2002, this office was asked whether personnel policies adopted by the county board may be made applicable to the employees of elected county officers who have been granted internal control over the operations of their offices. Under the circumstances underlying that inquiry, the employee handbook set out procedures regarding applications for employment, performance evaluations, employee benefits, leave policies, employee conduct, work rules, and discipline. After first determining that the county board had no authority to control the qualifications, selection, hours of work, or leave time of these officers, this office also concluded that the county board did not have authority to impose personnel policies or handbooks on the employees of elected county officers who have been granted internal control over the operations of their respective offices.<sup>3</sup> Ill. Att'y Gen. Inf. Op. No. I-02-007 at 2.

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<sup>1</sup>For example, section 3-2003.2 of the Counties Code (55 ILCS 5/3-2003.2 (West 2022)) provides:

Internal operations of office. The county clerk shall have the right to control the internal operations of the clerk's office and to procure necessary equipment, materials and services to perform the duties of the clerk's office.

The other internal control statutes cited above are essentially similar to section 3-2003.2, although there are differences in language. See, e.g., 55 ILCS 5/3-3003, 3-6018 (West 2022).

<sup>2</sup>Although the county board has been granted the statutory authority to change the hours of operation for certain county offices (see, e.g., 55 ILCS 5/3-2007 (West 2022) (county clerk); 55 ILCS 5/3-5016 (West 2023 Supp.) (county recorder); 55 ILCS 5/3-6019 (West 2022) (sheriff); 55 ILCS 5/3-10008 (West 2022) (treasurer)), this office has advised that "the county board cannot require individual employees to work specific hours." Ill. Att'y Gen. Inf. Op. No. I-90-020 at 4.

<sup>3</sup>But see Ill. Att'y Gen. Inf. Op. No. I-02-007 at 4 (county board may apply personnel policies to employees of county engineers and appointed supervisors of assessments because those officers have not been granted internal control over their offices).

The Honorable Ruth A. Woolery - 4

Informal opinion No. I-02-007 also considered whether the county board may implement a payroll accounting system. After examining the county board's authority to maintain adequate records under subsection 5-1005(16) of the Counties Code (55 ILCS 5/5-1005(16) (West 2000)), informal opinion No. I-02-007 concluded:

The county board cannot use a payroll accounting system to impose personnel policies indirectly that it is not authorized to impose directly. It can, however, require that officers cooperate in maintaining adequate records for accounting purposes with respect to employees who are paid by the county and for whom the county provides group insurance and retirement fund contributions. Ill. Att'y Gen. Inf. Op. No. I-02-007 at 5.

Subsequent to the issuance of informal opinion No. I-02-007, this office was asked whether the county board of a non-home-rule county may validly apply an ordinance requiring that certain county employees reside within the county to the employees of the county's elected officials. In informal opinion No. I-10-013, issued November 16, 2010, this office determined that the county board could not impose a residency requirement on employees of county officers with internal control because the imposition of a residency requirement "is the establishment of a qualification, term, or condition of employment." Ill. Att'y Gen. Inf. Op. No. I-10-013 at 3, citing Ill. Att'y Gen. Op. No. 97-007, issued May 6, 1997 (a township board may impose a residency requirement as a condition of continued employment, except for employees subject to the supervision and control of the officers who appoint them).

Based upon the foregoing, a timekeeping policy that merely requires elected county officers operating under internal control statutory provisions to cooperate in maintaining adequate records for accounting purposes would not infringe on the elected county officers' internal control. *See* Ill. Att'y Gen. Inf. Op. No. I-02-007 at 5; Ill. Att'y Gen. Inf. Op. No. I-98-036, issued October 28, 1998, at 2. A county board may not, however, use a timekeeping policy to "impose personnel policies indirectly that it is not authorized to impose directly." Ill. Att'y Gen. Inf. Op. No. I-02-007 at 5; *see also* Ill. Att'y Gen. Inf. Op. No. I-98-036 at 2 (the accounting procedure did not interfere with officer's internal control because it "merely \* \* \* assist[ed] in the tracking of fees required to be paid to the clerk" and did not concern the "organization, staffing or management of the office"). For example, an electronic timekeeping system or policy that dictates personnel decisions--such as the officer's employees' work hours and leave time<sup>4</sup>--may impermissibly interfere with elected county officers' internal control of the operations of their offices. *See* Ill. Att'y Gen. Inf. Op. No. I-90-020 (county board does not have authority to control hours of work of employees of internal control county officers).

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<sup>4</sup>*See Ozburn-Hessey Logistics, LLC v. National Labor Relations Board*, 803 Fed. Appx. 876 (6th Cir. 2020) (distinguishing between clocking in function and time-off policy).

The Honorable Ruth A. Woolery - 5

Although the information provided to this office indicates that the new timekeeping policy may conflict with internal timekeeping procedures established by county officers with internal control, you have not provided us with any information concerning how they conflict. To the extent that the mandatory electronic timekeeping system interferes with the personnel decisions of county officers operating under statutory internal control provisions, the county board may not impose the timekeeping system upon such officers.

#### **Inherent Managerial Right**

You have also inquired whether a county board has the "managerial right" to implement a mandatory electronic timekeeping policy that explicitly contradicts the terms of a union contract. You have indicated that the pertinent timekeeping policy was passed by the county board several months after the union representative made a demand to bargain. You have further indicated that the policy is in direct conflict with certain contracts between union employees and the county.

The Illinois Public Labor Relations Act (the Act) (5 ILCS 315/1 *et seq.* (West 2022)) regulates labor relations between public employers and employees. 5 ILCS 315/2 (West 2022). A public employer and the employees' exclusive representative have a duty to bargain collectively "over any matter with respect to wages, hours and other conditions of employment[.]" 5 ILCS 315/7 (West 2022); *see also* Ill. Const. 1970, art. I, § 25 (employees have fundamental right to organize and bargain collectively). Relevant to your inquiry, county officers who operate under internal control provisions are subject to the collective bargaining process under the Act and their internal control authority is "limited by collective bargaining principles." Ill. Att'y Gen. Inf. Op. No. I-95-002, issued January 6, 1995, at 2, 7 (county treasurer could not unilaterally raise salary of one employee subject to collective bargaining agreement without bargaining with the employee's union representative).

A public employer commits an unfair labor practice under the Act "when it makes a unilateral change to a term or condition of employment that is the subject of collective bargaining while the parties are involved in contract negotiations." *American Federation of State, County, & Municipal Employees, Council 31 v. Illinois Labor Relations Board*, 2017 IL App (5th) 160046, ¶ 43; *see* 5 ILCS 315/10(a)(1), (a)(4) (West 2022). Section 4 of the Act (5 ILCS 315/4 (West 2022)), however, provides that public employers are not required to bargain over matters of "inherent managerial policy," which include "such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees." *See also Board of Trustees of the University of Illinois v. Illinois Labor Relations Board*, 224 Ill. 2d 88, 97 (2007) (a subject is a public employer's managerial right if it touches on "the core of entrepreneurial control"). Some subjects, however, may be "both one of wages, hours, and other conditions of employment and within an employer's inherent managerial authority." *International Brotherhood of Teamsters, Local 700 v. Illinois Labor Relations Board, Local*

The Honorable Ruth A. Woolery - 6

*Panel*, 2017 IL App (1st) 152993, ¶ 32. Illinois courts apply a balancing test established in *Central City Education Ass'n v. Illinois Educational Labor Relations Board*, 149 Ill. 2d 496, 523 (1992), to determine whether the public employer was required to negotiate with the union about the subject:

[A] matter is a mandatory subject of bargaining if it (1) involves wages, hours, and terms and conditions of employment and (2) is either not a matter of inherent managerial authority or (3) is a matter of inherent managerial authority but the benefits of bargaining outweigh the burdens bargaining imposes on the employer's authority. *Central City*, 149 Ill. 2d at 523; *Forest Preserve District*, 369 Ill. App. 3d at 752.

A matter concerns wages, hours, and terms and conditions of employment if it (1) involved a departure from previously established operating practices, (2) effected a change in the conditions of employment, or (3) resulted in a significant impairment of job tenure, employment security, or reasonably anticipated work opportunities for those in the Union. *Chicago Park District v. Illinois Labor Relations Board*, 354 Ill. App. 3d 595, 602 (2004). Further, a rule that subjects employees to potential discipline concerns the terms and conditions of employment. *International Brotherhood of Teamsters*, 2017 IL App (1st) 152993, ¶¶ 32-33.

Initially, we note that you have not indicated whether the applicable collective bargaining agreements provide an appropriate mechanism to resolve the underlying dispute. *See, e.g.*, 5 ILCS 315/7 (West 2022) ("The parties may, by mutual agreement, provide for arbitration of impasses resulting from their inability to agree upon wages, hours and terms and conditions of employment to be included in a collective bargaining agreement"); 5 ILCS 315/8 (West 2022) (a collective bargaining agreement must contain a grievance resolution procedure providing "for final and binding arbitration of disputes concerning the administration or interpretation of the



The Honorable Ruth A. Woolery - 7

agreement unless mutually agreed otherwise").<sup>5</sup> Additionally, you have not indicated whether the parties negotiated in response to the demand to bargain.

Ultimately, the Illinois Labor Relations Board has jurisdiction over collective bargaining matters between public employers and public employees in Illinois. 5 ILCS 315/5 (West 2022), as amended by Public Act 103-865, effective January 1, 2025; *Village of North Riverside v. Illinois Labor Relations Board, State Panel*, 2017 IL App (1st) 162251, ¶ 19 ("The [Illinois Labor Relations Board] is charged with administering and enforcing the Act [citation], the purpose of which is to regulate labor relations in the public sector and resolve disputes under CBAs"). Whether a public employer is required to bargain over a specific subject involves mixed questions of law and fact. *International Brotherhood of Teamsters*, 2017 IL App (1st) 152993, ¶ 30, quoting *Forest Preserve District of Cook County v. Illinois Labor Relations Board, Local Panel*, 369 Ill. App. 3d 733, 751 (2006). Which issues are mandatory subjects of collective bargaining involve "very fact-specific questions that the Board, given its experience, is eminently qualified to make." *Chicago Park District v. Illinois Labor Relations Board, Local Panel*, 354 Ill. App. 3d 595, 602 (2004), citing *Central City*, 149 Ill. 2d at 510.<sup>6</sup> Accordingly,

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<sup>5</sup>Section 14 of the Act (5 ILCS 315/14 (West 2023 Supp.)) establishes a different process for handling disputes and different factors that must be considered with respect to "peace officers" or "security employees," as defined in the Act (see 5 ILCS 315/3(k), (p) (West 2022)). See also 5 ILCS 315/2 (West 2022) ("all collective bargaining disputes involving persons designated by the [Illinois Labor Relations] Board as performing essential services and those persons defined herein as security employees shall be submitted to impartial arbitrators"); *Village of Oak Lawn v. Illinois Labor Relations Board, State Panel*, 2011 IL App (1st) 103417, ¶ 18 (if subject is excluded from arbitration under subsection 14(i) (5 ILCS 315/14(i) (West 2006)), then there is no need to apply the *Central City* test because the subjects excluded are not mandatory bargaining subjects). In order to determine whether an employee satisfies one of the categories of employees subject to section 14 of the Act, the language of the Act and the employee's duties must be considered. See *County of DuPage v. Illinois Labor Relations Board, State Panel*, 395 Ill. App. 3d 49, 72-74 (2009). Certain employees of the sheriff's office may not satisfy the categories of employees under section 14 of the Act. See, e.g., 5 ILCS 315/3(k) (West 2022) (county court security officers as defined by section 3-6012.1 of the Counties Code (55 ILCS 5/3-6012.1 (West 2022)) are not "peace officers"); *Policemen's Benevolent Labor Committee v. County of Kane*, 2012 IL App (2d) 110993, ¶¶ 26-30 (county court security officers are not "peace officers," "security officers," or "essential services employees"); see also *County of DuPage*, 395 Ill. App. 3d at 69-80 (affirming the Illinois Labor Relations Board's decision that sheriff's deputies assigned to Corrections Bureau are not "peace officers" while also noting they were "indisputably security employees").

<sup>6</sup>One recent non-precedential ruling of the Illinois Labor Relations Board Local Panel addressed a new automated timekeeping system that the City of Chicago's Department of Police implemented without first bargaining with the union. See *Fraternal Order of Police, Lodge 7 v. City of Chicago (Department of Police)*, ILRB General Counsel Order No. L-CA-20-019, 38 PERI ¶ 56 (October 21, 2021) (recommended decision and order of the Administrative Law Judge (ALJ), which was final and binding on the parties, concluded that, under the circumstances presented and applying the *Central City* test, the timekeeping system was not a mandatory subject of collective bargaining and the City of Chicago had inherent managerial authority regarding the timekeeping system it unilaterally implemented because the burden on the employer to bargain with the union outweighed any benefits the public employees would receive from bargaining; however, the employer did have an obligation to bargain over the impacts of the new timekeeping system). In reaching that conclusion, the ALJ relied on a decision by the Illinois Educational Labor Relations Board (IELRB) reaching a similar conclusion regarding timekeeping. See *Federation of College Clerical and Technical Personnel, Local 1708 v. City Colleges of Chicago*, 32 PERI ¶ 10 (IELRB 2015).

The Honorable Ruth A. Woolery - 8

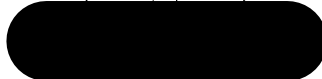
whether a county board has an inherent managerial right to implement a mandatory electronic timekeeping system is a fact-intensive inquiry that is best determined by the Illinois Labor Relations Board or other avenues of dispute resolution provided under the Illinois Public Labor Relations Act. *See also* Statement of Policy of the Illinois Attorney General Relating to Furnishing Written Opinions, <https://www.illinoisattorneygeneral.gov/Page-Attachments/opinionpolicy.pdf> (the Attorney General will not furnish opinions upon questions of fact).

#### CONCLUSION

For the reasons stated above, the county board may not implement a mandatory electronic timekeeping system that interferes with the personnel decisions of county officers operating under statutory internal control provisions. Moreover, whether a county board has an inherent managerial right to implement a mandatory electronic timekeeping system is a fact-intensive inquiry that is best determined by the Illinois Labor Relations Board or other avenues of dispute resolution provided under the Illinois Public Labor Relations Act.

This is not an official opinion of the Attorney General. If we may be of further assistance, please advise.

Very truly yours,



KRISTIN M. CREEL  
Assistant Attorney General  
Chief, Public Access and Opinions Division

KMC:LAS:DRL:an

## **SHELBY COUNTY CREDIT CARD POLICY**

### **Departmental Credit Cards**

**Statement of Policy:** A Shelby County Credit Card program has been designed and implemented to allow for direct purchases. It also may include cards such as gas cards and others as approved by the County Clerk's office. The cards should be used to eliminate the need for direct reimbursements when authorized by the respective department head, agency head or Shelby County Finance Committee. The Credit Card should not be used if there is an alternate form of purchase such as an invoice. Credit use should be limited to emergency purchases, travel, online purchasing, or in situations where a vendor will not allow Shelby County to have terms. All travel (lodging, fuel, meals) should comply with the Shelby County Travel Policy as well as all applicable State and Federal laws.

### **How to obtain a card:**

Requests for a credit card can be made by a department head, board member, agency head or at the request of the Finance Committee through the County Clerk's Office by completing the Credit Card application/agreement form (see attached). A copy of this form will also be available on the county website under the County Clerk's office.

### **Documentation and billing:**

All department/agency heads are responsible for making sure all the proper back up documentation is attached when the statement is submitted for payment.

An original, itemized receipt for the merchandise or services must be obtained by accounts payable for reporting of the expenditure. If the receipt is missing, a detailed claim form **MUST** be turned in with the credit card statement. This form can be obtained from the County Clerk's office or on the County website. If these items are missing, you will be contacted before the statement can be paid. No credit card statement should be turned in without proper GL coding and approval.

It is the responsibility of the card holder to work with any vendor they are using to ensure the vendor understands that Shelby County is a tax-exempt organization. The card holder is responsible for making sure all vendors are aware and supplied with a current tax-exempt form.

### **Problems with card use or Loss of credit card:**

Any problems associated with an assigned card should immediately be reported to the County Clerk's office. Any lost cards should also immediately be reported to the County Clerk's office and your direct supervisor, agency head or finance committee.

Shelby County, IL Credit Card Policy User Agreement:

- 1. I will not use the Shelby County issued credit card for personal use, cash advances, unauthorized travel, entertainment expenses, tips, alcoholic beverages, substances, services or materials which violate a Shelby County policy, State, or Federal law.
- 2. I will not use the Shelby County issued credit card for property lease, gifts, or gift cards (some exceptions apply)
- 3. I will not allow a non-Shelby County employee access or use of a Shelby County issued credit card.
- 4. Purchases may be made at the direction of the Department head, agency head or authorized committee.
- 5. I agree to the immediate surrender of my card should I be reassigned, relocated, resigned or terminated.
- 6. I understand that any violation of the Shelby County credit card policy will result in a referral to the Finance Committee and the Shelby County States Attorney with a possible 90-day suspension of privileges. Card privileges can be restored at the discretion of the Finance Committee after the 90-day suspension concludes. Restored privileges are not a guarantee. All violations to this policy could result in permanent suspension of credit card use and the States Attorney will be responsible for any action to be taken.
- 7. I understand that Shelby County is responsible for all charges made with issued card. Shelby County will use all means possible to recover charges made by any individual in violation of Shelby County policy, state or federal law.
- 8. Note: Having a credit card is a privilege and a matter of convenience. It is the expectation of the Shelby County Board that all users are good stewards of Shelby County taxpayer funds and will be held responsible for unauthorized usage.
- 9. I have read, understand, and have access to the Shelby County Travel Policy.
- 10. I agree to comply with the terms and conditions here in.

Card Holder: \_\_\_\_\_

Signature

Date

Printed Name

Department Head: \_\_\_\_\_

Signature

Date

Printed Name

## **SHELBY COUNTY, ILLINOIS PAYROLL POLICIES AND PROCEDURES**

This policy is based on Federal and State Labor Law, and the U.S. Citizenship and Immigration Service Law

1. Pay Periods run every two weeks starting on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. All pay checks for two-week pay periods will be distributed within six working days after the last working day of the pay period. Payment will be directly deposited into individual employee checking or savings accounts on the Friday following the end of the pay period. Paper checks will be available in the County Clerk's office for pick up by the Department Representatives on the Thursday following the pay period end date at 3:00 p.m. This will require a signature by the Representative for release.

2. General Policies:

- a. All employees of Shelby County are required to submit a time sheet, as directed by their Department Head, bearing the employee's signature and the signature of the Department Head.
- b. All accrued benefit time (vacation, personal, sick, compensation) will be tracked in the payroll system and by each Department Head.
- c. Payments made to employees will be based upon the time sheets submitted by the employee and approved by the Department Head.
- d. All new employees will be put on payroll with the Employee Data Form and provided a W-4 and I-9 for completion.
- e. The Employee Data Form will be required to make any pay rate changes, position changes or deductions for existing employees. This form will need to be signed by both the employee and Department Head.
- f. Upon the termination of an employee, the Employee Data Form must be signed by both the employee, if available, and the Department Head.

3. Procedures:

- a. Each employee will complete and submit a signed individual time sheet showing the hours worked with specific in and out times, as well as benefit time (sick, vacation, holiday, personal, or compensation time) used.
- b. Each Department Head will review for accuracy and sign the employee time sheet.
- c. Payroll deductions will be made for FICA, Federal and State Income Taxes, applicable health benefits, insurances, union dues, I.M.R.F and any other amounts required by State or Federal law. These accumulated deductions will be submitted to the proper entity on or before their due date.

- d. An accounting of the deductions will be given to the employee as part of the payroll documentation. Employees are instructed to verify that the deductions are correct and maintain their pay stubs.

4. COUNTY BOARD PAYROLL POLICY

- a. County Board committee meeting claim sheets should be submitted to the County Clerk's office no later than 8:45 a.m. on the Tuesday before the regular monthly County Board Meeting. These claims can be emailed to [shcoclerk@shelbycounty-il.gov](mailto:shcoclerk@shelbycounty-il.gov), faxed to 217-774-5291, or dropped off at the office, and must include a list of the dates of committee meetings and mileage claimed on each claim sheet submitted. All committee claim sheets must be signed by the Board Member seeking payment.
- b. The County Board Meeting will be tracked separately and should not be included on the claim forms. Forms not received by 8:45 a.m. on the Tuesday before the regular monthly County Board Meeting will be held for payment after the next month's regular meeting.
- c. Those board members selecting direct deposit will have a check stub emailed to them on the Friday following the County Board Meeting. Checks will be mailed the morning following the County Board meeting upon completion in the County Clerk's Office.

5. UNION CONTRACT CONFLICT: If any of these policies or procedures conflict with the current FOP or AFSCME contract, including any subsequently executed MOU's, the contract or MOU shall take precedence.

This policy replaces all previous Shelby County Payroll Policies and Procedures.

### **SHELBY COUNTY, ILLINOIS TIMEKEEPING POLICY**

Each employee will use the method of timekeeping, referred to herein as timesheets, (electronic or paper) as determined by their Department Head. Each Department Head is responsible for turning in timesheets to the payroll clerk by noon on the Monday of payroll week. Timesheets will be reviewed by the employee and signed by both the employee and the Department Head prior to submitting the timesheet to the payroll clerk. If Monday is a Holiday, payroll will need to be turned in as soon as possible on Tuesday morning, no later than noon.

If there are changes to be made to an employee's employment status, an Employee Change Form must be turned in to the payroll clerk before any changes can be made. This includes changes to pay, deductions, or benefits. It is the responsibility of the Department Head to manage and track the payroll time and payment of sick, personal, vacation, flex, and compensation time.

Time will be rounded to the nearest quarter with a seven-minute window each way. For example, for an employee who clocks in at 7:53, their time would be rounded to 8:00. If an employee clocks in at 8:08, their time would be rounded to 8:15. If flex time is used, the actual hours worked must still be written down on timesheets.

The payroll system will track benefit time, but the timesheets must reflect a before and ending balance of benefit time. The payroll department will send a leave report to each Department Head after every payroll, and it is the Department Head's responsibility to make sure the benefit time is accurate. Benefit and payroll disputes shall be resolved before the next payroll period.

All benefit time (sick, personal, vacation, and compensation) will accrue at the rates outlined in the employee's respective union contract or employment agreement.

If a new employee is hired at a different benefit step, the Department Head will provide the payroll clerk, in writing, the starting benefit amount for that employee.

New employee paperwork must be completed and turned in to the County Clerk's office on the first day of employment. Department Heads shall provide any new employee with all required State and Federal forms that need to be filled out prior to receiving a paycheck. The packet will also contain all health insurance information and enrollment forms to be turned in on the first day of employment.

If any of these policies or procedures conflict with the current FOP or AFSCME contract, including any subsequently executed MOU's, the contract or MOU shall take precedence.

This policy replaces all previous Shelby County Timekeeping Policies.

**AGREEMENT**

**BETWEEN**

**COUNTY OF SHELBY, A BODY POLITIC,  
SHELBY COUNTY BOARD OF HEALTH AND THE  
COUNTY CLERK-RECORDER,  
SUPERVISOR OF ASSESSMENTS, CIRCUIT CLERK  
AND TREASURER-COLLECTOR OF SHELBY COUNTY  
CO-EMPLOYERS**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES UNION, COUNCIL 31, AFL-CIO  
ON BEHALF OF AND WITH  
LOCAL 3323**

**FOR**

**CERTIFIED JOB CLASSIFICATIONS IN THE  
HEALTH DEPARTMENT, HIGHWAY DEPARTMENT  
AND THE OFFICES OF COUNTY CLERK-RECORDER, SUPERVISOR  
OF ASSESSMENTS, CIRCUIT CLERK AND  
TREASURER-COLLECTOR**

**Effective  
September 1, 2024 to November 30, 2027**



**\* \* \* 2025 HOLIDAY CALENDAR \* \* \***

**SHELBY COUNTY OFFICES**

		<u><b>Observed</b></u>
January 1	New Year's Day	Wednesday, January 1
January 20	Martin Luther King, Jr. Day	Monday, January 20
February 12	Lincoln's Birthday	Wednesday, February 12
February 17	Presidents Day	Monday, February 17
April 18	Good Friday	Friday, April 18
May 26	Memorial Day	Monday, May 26
June 19	Juneteenth	Thursday, June 19
July 4	Independence Day	Friday, July 4
September 1	Labor Day	Monday, September 1
October 13	Columbus Day	Monday, October 13
November 11	Veterans Day	Tuesday, November 11
November 27	Thanksgiving Day	Thursday, November 27
November 28	Day following Thanksgiving	Friday, November 28
<b>December 24</b>	<b>Christmas Eve</b>	<b>Wednesday, December 24</b>
December 25	Christmas Day	Thursday, December 25
December 26	Day following Christmas Day	Friday, December 26

**Schedule amended on June 12, 2025 to comply with AFSCME Union Contract to include Christmas Eve, Christmas Day and the day after Christmas**

Approved by the Shelby County Board at their regular meeting, August 8, 2024.

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Jessica Fox, Shelby County Clerk

June 3, 2025

**NOTICE OF PUBLIC SAFETY COMMITTEE MEETING**  
(Cole, Edwards, Grant, Gregg, Mitchell, Price, Ross)

There will be a meeting of the Public Safety Committee on Thursday, June 5, 2025 at 6:00 PM. This meeting will be held at the Shelby County Courthouse (Courtroom A) office located at 301 East Main in Shelbyville.

**AGENDA**

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

**FILED**  
JUN 03 2025

  
**SHELBY COUNTY CLERK**

May 23, 2025

**NOTICE OF BUDGET/LEGISLATIVE/AUDIT COMMITTEE MEETING**


There will be a meeting of the Budget/Legislative/Audit Committee on Tuesday, May 27, 2025 at 6:00 PM. This meeting will be held at the Shelby County Courthouse (Courtroom B) located at 301 East Main in Shelbyville.

**AGENDA**

1. Call or Order
2. Roll Call
3. Approval of minutes
4. Public Body Comment
5. Review and discuss FY 25 budget
6. Discuss and vote to send the AFSCME 2024-2027 contract to the full board
7. Discuss and vote to send the county credit card policy to the full board
8. Discuss and vote to send the travel policy to the full board
9. Discuss and vote to send the payroll policy to the full board
10. Discuss and vote to send the timekeeping policy to the full board
11. Discuss and vote to send the homeschool resolution to the full board
12. Old Business
13. New Business
14. Adjournment

**Shelby County Board  
Budget and Legislative Committee Meeting  
Tuesday, March 25, 2025 – 6:00 PM  
Courthouse, Courtroom A, Shelbyville, IL 62565**

**Minutes**

**FILED**  
MAY 28 2025  
  
SHELBY COUNTY CLERK

**1. Call to Order**

The meeting was called to order by Chairperson at 6:04 PM.

**2. Roll Call**

Members present: Wafford, Mayhall, Yantis, Grant, Morse, Pritchard, and Matlock. A quorum was present.

**3. Approval of Minutes**

Motion by Matlock to approve the minutes of the previous meeting; seconded by Yantis. Motion carried unanimously.

**4. Public Body Comment**

No comments were recorded.

**5. FY 2025 Budget**

Discussion held regarding the review and itemization of the Fiscal Year 2025 Budget.

**6. Credit Card Policy**

Discussion held. No action taken. Committee agreed to continue refining the policy for presentation to the full Board at a later date.

**7. Monthly Treasurer's Report Format**

Discussion held on preferred format for the monthly financial status report from the Treasurer pursuant to 55 ILCS 5/3-10005.2. No action taken.

**8. PCOM Position Discussion**

Chairman reported on a Zoom meeting with IDOT representatives, including Project Manager Perry Cox and Bureau Chief of Transportation David Schafer.

- Discussion included the estimated hours for the PCOM position (approximately 20 hours per week).
- Chairman was informed that approximately \$700,000 in unused federal transportation grant funds were left unclaimed by the County.
- Examples of successful grant applications from other counties will be shared with Chairman Mayhall from the IDOT representative.

- The PCOM position needs to be updated - It was recommended from the IDOT representative to Chairman Mayhall, that the ideal PCOM candidate should have grant writing experience.

**9. Old Business**

None.

**10. New Business**

None.

**11. Adjournment**

Motion to adjourn made and seconded. The meeting was adjourned at 7:04 PM.

Respectfully submitted,

Chrissy Grant, District 9 Shelby County Board Member

## NOTICE OF FINANCE COMMITTEE MEETING

The Finance Committee will meet at 4:30 PM on Tuesday, June 10th in Jury Room for Courtroom B of the Shelby County Courthouse

### AGENDA

1. Call to Order
2. Roll taken
3. Approval of Minutes for the May meeting
4. Public Body Comment
5. Discussion of committee, review of policies
6. Review claims (invoices) submitted for payment by County Departments from General Funds, Special Funds, accounts not reviewed by the Road and Bridge, Animal Control Fund and Public Safety not reviewed by their respective committees.
7. Public Body Comment
8. Discussion and vote to make recommendation to the County Board for approval to pay claims reviewed by the Finance Committee
9. Adjournment

Teresa Boenrr,

Finance Committee Chair

FILED  
JUN 02 2025  
*Jessie Cox*  
SHELBY COUNTY CLERK

Minutes of 4/8/2025

Called to order by Chair Teresa Boehm at 4:31

Those attending

Clay Hardey

Christine Matlock

Jeff Gregg

Tricia Miller (4:32)

Sonny Ross (4:32)

Absent member Julie Edwards

Approval of minutes of meeting March 2025 meeting

Motioned by Sonny Ross and 2<sup>nd</sup> by Christine Matlock

All in favor

Public Body Comments: NONE

Review of Claims

Old Business NONE

Public Body Comments: NONE

Motion to submit claims to the board with approval of the Finance Committee with the exception of a bill for the Treasurer. Question about the actual bill and the amount that is

FILED  
JUN 02 2025  
*Jessie Fox*  
SHELBY COUNTY CLERK

requested to pay this bill. Made an attempt to contact the Treasurer without any response..

Motion by Sonny Ross and 2<sup>nd</sup> by Christine Matlock. All in Favor

Motion to adjourn at 5:31 by Sonny Ross and 2<sup>nd</sup> by Tricia Miller. All in favor.

*[Handwritten signatures and names are partially visible above the redacted text.]*  
[Redacted text block containing several lines of blacked-out content]



100%

ADAPTION FEE

Pet Population  
Rabbits Tags

→ \$10<sup>00</sup>

Link Card

1 pet/hr

\$15. fee →

~~\$100<sup>00</sup>~~

50-  
100-  
2

Road and Bridge Committee  
Meeting Agenda

Date and Time of meeting: Monday, June 9th, 2025, 4:30 pm

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

Roll Call: Teresa Boehm, Chad Yantis, Larry Syfert, Tim Morse, Brent Wallace

Public Body Comment –

Approval of Minutes from previous meeting – May 5th, 2025

Maintenance Department Update –

Engineers report –

Discussion and Approval items of R/B Committee

- 1) Discuss job responsibilities and job duties for all Employees at the Shelby County Highway Department.
- 2) Discussion and Approval of Supplemental Engineering Agreement for Structure 087-3148 over Richland Creek in Richland Township on TR199 for the amount of \$27,100.
  - o Supplemental due to changes to IDOT Policy. Desiring reimbursement for Surveying and Geotechnical Expenses.
- 3) Discussion and Approval of 50/50 petition from Cold Spring Township Highway Commissioner to Remove a failing CMP Pipe and replace with a 36" diameter x 50-foot-long CMP. The estimated cost of the project will be \$7,039 which will be shared 50/50 between the township and County Bridge account.
- 4) Permitting
  - o Discussion and Approval of Permit Fee Schedule
  - o Policy on permitting landowner/contractor to perform ditching improvements on County Highways.
  - o Policy on permitting of oversize/overweight loads. Multiple discussion held with other county engineers. Attachment sent with correspondence to R/B committee.
  - o Approval to utilize Oxcart Permitting System.

Approval of CPCA –

Approval of Claims-

Public Body Comment –

Adjournment: Next Scheduled Meeting will be July 7th, 2025 @ 4:30 pm @ Highway Department

FILED  
JUN 06 2025

*Jessie Fox*  
SHELBY COUNTY CLERK

Shelby County Clerk - Jessica Fox

**From:** Shelby County District 11 - Carol Cole  
**Sent:** Tuesday, May 27, 2025 5:09 PM  
**To:** Shelby County Clerk - Jessica Fox; County Farm Committee  
**Subject:** FWD: farm minutes

These are the minutes from the last meeting on December 30, 2024. Please read so they can be approved at the meeting next week.

*Carol Cole*  
*Shelby County Board District 11-1*

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**From:** "Shelby County District 11 - Carol Cole" <district11-1@shelbycounty-il.gov>  
**Sent:** 1/1/25 3:23 PM  
**To:** Shelby County Clerk - Jessica Fox <shcoclerk@shelbycounty-il.gov>, County Farm Committee <05-farm@shelbycounty-il.gov>  
**Subject:** farm minutes

The County farm committee met on December 30, 2024.  
The meeting was called to order at 6:30 pm by chair person Carol Cole. Roll call, all were in attendance: Carol Cole, Tim Morse, Larry Syfert, Gene Price and Christy Wafford.  
There was no public body comment.  
On the agenda to pay the farm real estate tax: Tim Morse made the motion, Larry Syfert second to send to the county board to pay the real estate taxes on the county farm, in the amount of \$8292.78. This amount includes \$1191.68 in interest and fees since the taxes were not paid on time. After some discussion a roll call vote was taken, all in attendance votes yes to pay the taxes.  
On the agenda to discuss farming: Gene made the motion, Tim second, to cash rent the county farm. After discussing the pros and cons of cash renting and custom farming and revisions to the bid specs, a vote was taken with all in attendance voting yes to cash rent and send to the board.  
With the approval of the board, the bid specs will be available in the county cler'ks office, on the Shelby county website and newspapers including the Eagle and Beecher city news.  
On the agenda concerning new business: Tim brought up the need for maintenance on the waterways at the farm. Tim also would like to see a sign erected at the county farm property showing this property is a historical sight in the county. With some discussion from the committee, all agreed these issues need to be addressed. Concerns about the exact property lines for the cemetery were discussed and how we may hire a firm to use the equipment to find all the gravesites listed on the Pauper Cemetery map. This map can be found in a book in the county clerk's office.  
On the agenda concerning old business: Tim would like to revisit Mr. Compton's contract. Discussions concerning whether there was a breach in the contract when Mr. Compton was not afforded the chance to plant a second crop he had bid on.  
At 7:15pm Gen made the motion to adjourn, Tim second.  
Respectfully  
Carol Cole  
Farm Committee Chair Person

*Carol Cole*  
*Shelby County Board District 11-1*

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION  
TREASURER'S REPORT May 31, 2025

Beginning Balance	April 30, 2025	
		\$ 12,619.70
Deposits		
Arrow Energy--Credit Card Fuel Sales		\$ 7,372.36
Fuel Sales--Cash & Check		\$ 1,615.46
Rent		\$ 2,990.00
Shelby County Aviation--Ameren		\$ 56.18
Redeemed 3 CDs at SCSB		\$ 53,945.26
ACH Deposit--Illinois LGIP		\$ 15,000.00
Bank Interest		\$ 2.89
		\$ 80,982.15
		\$ 93,601.85

Bills Received and Paid		
Shelby County Aviation--FBO May, 2025	\$ 3,650.00	
Shelby Electric Cooperative	\$ 937.88	
Steve Wempen--Bookkeeping May, 2025	\$ 200.00	
Illinois Department of Revenue--Sales Tax Payment	\$ 346.00	
John Deere Financial--New Tractor Payment 61 of 84	\$ 751.36	
Shelbyville Water Department	\$ 38.74	
Ameren IP	\$ 154.89	
Steve Darnell Trucking--Root Raking & Dirt Leveling	\$ 832.50	
Arrow Energy--1004 Gal. 100LL Avgas @\$4.0902 per Gal.	\$ 4,106.56	
Triple B Home Center--Building Material	\$ 946.41	
A. C. T. S. LLC--Internet	\$ 50.00	
Sloan Implement--5 Gallon of Hydraulic Fluid	\$ 88.71	
Fesse--Fire Extinguisher Annual Inspection & Repair	\$ 474.75	
Shelbyville Ace Hardware--Matl. For Install of New Windows	\$ 54.52	
Consolidated Communications	\$ 196.58	
Hogan Grain--Drive Line for Big Mower	\$ 965.59	
SynTech--Fuel Master Limited Maintenance Annual Fee	\$ 550.00	
ACH Payment--Illinois LGIP	\$ 60,000.00	
		\$ 74,344.49
		\$ 19,257.36

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

FILED  
JUN 10 2025

Jennie Dey  
SHELBY COUNTY CLERK

\$ 19,257.36
\$ 1,626.38
\$ 14,581.72
\$ 1,100.04
\$ -
\$ 276.88
\$ 125,984.30
\$ 21,757.52
\$ 184,584.20

**SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION**  
**REGULAR MEETING MINUTES** **May 5, 2025**

Members present at meeting:

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

Members not present at meeting:

Commissioners--

Others Present

Airport Manager--Scott Jefson

County Board Members--Carol Cole

Rick calls the meeting to order.

The minutes for the Regular Meeting held April 7th were read by all. Walt made a motion to approve the minutes. It was second by John and was approved by all saying aye.

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

**Bills Presented**

Arrow Energy--1004 Gal. 100LL @\$4.09002	\$ 4,106.56
Steve Darnell Trucking--Root Raking & Dirt Work	\$ 832.50
Triple B Home Center--Bldg. Matl. and Hardware for New Windows	\$ 595.80
Sloan Implement--5 Gallon Hydraulic Fluid	\$ 88.71
Fesse--Fire Extinguisher Annual Inspection Fee & Repair	\$ 474.75
Steve Wempen--Reimbursement for Advertising for Bids on Main Hangar	\$ 79.00

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

**Managers Report**

Scott said he goes to the doctor in the morning, hopefully to get the brace taken off his arm. There has been lots of volunteers come out to help keep things caught up around the airport. There was a great turnout Saturday for the Pancake Breakfast even though the weather wasn't that good. Scott said he has talked to Sloan Implement and the new Zero Turn is in. He hopes to pick it up Tuesday afternoon or Wednesday morning. Scott confirmed with Carol that he submit the Invoice to Jessica Fox for payment and Carol confirmed. Scott mentions having a RMA to return the new hose reel last month that quit working. Scott read an email he received from the FAA targeting our NDB to be cancelled and a response of concurrence or non-concurrence is needed. Scott explained some more on the issue and a short discussion ensued. Scott mentioned that he would call Ray Connelly at Albion Radio and see if he would come and take it down and if it was worth anything, see if he would be interested in it. Carol asks Scott what a NDB is and Scott replied that it is a Non Directional Beacon. Scott explained to Carol what it is and what it does.

Scott mentioned an email he and all of us received from Lindsay Hausman about the Bid Opening we had and everything that goes along with the main hangar. There were three contractors show up with bids. Volintine, Grunloh and Wohltman. Volintines Base Bid was \$288,000, Grunloh was \$293,286 and Wohltman was \$390,220. The bids for Alternate 01 were, Volintine at \$109,000, Grunloh \$110,621 and Wohltman \$104,923. At the current programmed amount of \$327,778 our local share is only \$8,195. The estimated engineering/architectural fees come to and additional \$98,000.

Taking the low bid, in order to award the Base Bid and Alternate 01, we would need \$495,000. That minus the programmed amount, leaves a shortfall of \$167,222. That puts the airports local share up to \$40,417. That's an additional \$32,222. Scott said he called Brad Martz about quoting coating the roof. Brad and the same Sherwin Williams rep came out and Brad said he could do the same exact thing for around \$45,000 vs Alt 01 at \$109,000. If we accept Brads bid, 100% of the cost would be out of pocket so it is cheaper to stay with the current bids. A lengthy discussion ensued on the issue and the inflated cost. Rick had questions on painting the emblem and Scott said that was Alternate 02 and Volintines bid on that was \$28,000 but there is a local person that could possibly repaint the emblem later if we wanted. More discussion on what would be best and the most economical ensued on paying the extra. Rick made a motion to accept the Base Bid and Alternate 01 and Steve second it and it was approved be all saying aye.

Rick said someone had ask him about the Corvair club showing up this year and Scott said that wouldn't be here this year and explained some. Scott said he spoke to a Robert Lee who helped John with the car show last year, and said that he would like to have a car show at the airport August 9th so we would have to get a food truck and other things so that could be something for this year.

End of Managers Report

#### Old Business

Rick mentions purchasing the steel liner panels for the interior of the new hangars doors as discuss at the previous meeting. A short discussion ensued on the steel liner. Rick made a motion to purchase the steel liner and accessories. John second it and it was approved be all saying aye.

Rick ask Carol about what Ruth Woolery found out with the EPA and our lawsuit. Carol said that Ruth said she had talked to them about getting the fine amount lowered, and that she was informed that Mr. Hanland, when he was SA, had approved paying the \$6,480 and that they wouldn't budge. Carol also read a letter from Tad Mayhall informing all that the county had till May 9th to submit their financials to the state or we would be place on the stop pay list. Steve said he called and talked to someone over at IDOT about this same thing a couple years ago because the county was not compliant with their financials and was told that it would not affect the airport and it's grant funding. Steve said he would try and confirm that but said he was pretty sure that we were good. A short discussion ensued on the issue.

Rick asks about the new fence we purchased and if we want to sell it or put it up. Some discussion ensued on the fence and what to do. It was decided to table it till the next meeting. Rick also ask Scott for an update on the weather station. Scott said he was waiting on the weather to cooperate with him. He plans to mount all the sensors and things the wind sock pole on the Main Hangar and the Weather station he planned on mounting in the front on the office building where the calendar is now.

Walt made a motion to adjourn and John second it. Motion approved by all saying aye.











**SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION  
BUDGET ACCOUNT SUMMARY      May 31, 2025**

[illegible]



**SHELBY COUNTY AIRPORT--CERTIFICATES OF DEPOSIT**

[illegible]



**Jet Fuel Sales** **May, 2025**

404



## Shelby County Airport and Landing Field Commission

### Fuel Sales                      May, 2025

DATE	QUANTITY	CUSTOMER INVOICE	TRANS. NO.	PRICE	CREDIT CARD	CHARGE	CASH
1-May-25	14.55	Lyle Jefson	2970	\$ 4.95		\$ 72.02	
1-May-25	28.67	Scott Jefson	2971	\$ 4.95		\$ 141.92	
2-May-25	4.63	Credit Card Customer	2972	\$ 5.00	\$ 23.15		
2-May-25	8.12	Credit Card Customer	2973	\$ 5.00	\$ 40.60		
2-May-25	29.83	Credit Card Customer	2974	\$ 5.00	\$ 149.15		
2-May-25	7.78	Credit Card Customer	2975	\$ 5.00	\$ 38.90		
2-May-25	5.10	Credit Card Customer	2976	\$ 5.00	\$ 25.50		
2-May-25	16.87	Credit Card Customer	2977	\$ 5.00	\$ 84.35		
3-May-25	5.81	Dean Collette	2978	\$ 4.95		\$ 28.76	
3-May-25	44.50	Credit Card Customer	2979	\$ 5.00	\$ 222.50		
3-May-25	20.12	Credit Card Customer	2980	\$ 5.00	\$ 100.60		
4-May-25	100.11	Don Kroenlein	2981	\$ 4.95		\$ 495.54	
4-May-25	40.85	Don Kroenlein	2982	\$ 4.95		\$ 202.21	
5-May-25	5.03	Credit Card Customer	2983	\$ 5.00	\$ 25.15		
5-May-25	10.02	Credit Card Customer	2984	\$ 5.00	\$ 50.10		
5-May-25	1.89	Credit Card Customer	2985	\$ 5.00	\$ 9.45		
6-May-25	16.09	Credit Card Customer	2986	\$ 5.00	\$ 80.45		
6-May-25	6.00	Credit Card Customer	2987	\$ 5.00	\$ 30.00		
6-May-25	6.01	Wyatt Jesse	2988	\$ 4.95		\$ 29.75	
6-May-25	1.01	Credit Card Customer	2989	\$ 5.00	\$ 5.05		
6-May-25	12.50	Barry Brunken	2990	\$ 4.95		\$ 61.88	
7-May-25		Jet Fuel Sale	2991				
7-May-25	23.68	Credit Card Customer	2992	\$ 5.00	\$ 118.40		
7-May-25	55.11	Credit Card Customer	2993	\$ 5.00	\$ 275.55		
7-May-25	5.12	Credit Card Customer	2994	\$ 5.00	\$ 25.60		
7-May-25	6.63	Ryan Spain	2995	\$ 4.95		\$ 32.82	
7-May-25	16.19	Credit Card Customer	2996	\$ 5.00	\$ 80.95		
8-May-25	5.11	Credit Card Customer	2997	\$ 5.00	\$ 25.55		
8-May-25	6.29	Credit Card Customer	2998	\$ 5.00	\$ 31.45		
8-May-25	2.72	Ryan Spain	2999	\$ 4.95		\$ 13.46	
9-May-25	52.94	Credit Card Customer	3000	\$ 5.00	\$ 264.70		
9-May-25	5.40	Ryan Spain	3001	\$ 4.95		\$ 26.73	
9-May-25	15.01	Credit Card Customer	3002	\$ 5.00	\$ 75.05		
9-May-25	7.71	Credit Card Customer	3003	\$ 5.00	\$ 38.55		
9-May-25	9.17	Credit Card Customer	3004	\$ 5.00	\$ 45.85		
9-May-25	36.82	Credit Card Customer	3005	\$ 5.00	\$ 184.10		
9-May-25	6.10	Credit Card Customer	3006	\$ 5.00	\$ 30.50		
9-May-25	1.06	Credit Card Customer	3007	\$ 5.00	\$ 5.30		
9-May-25	7.98	Credit Card Customer	3008	\$ 5.00	\$ 39.90		
9-May-25	5.12	Credit Card Customer	3009	\$ 5.00	\$ 25.60		
10-May-25	34.06	Credit Card Customer	3010	\$ 5.00	\$ 170.30		
10-May-25	5.10	Credit Card Customer	3011	\$ 5.00	\$ 25.50		
10-May-25	5.05	Credit Card Customer	3012	\$ 5.00	\$ 25.25		
10-May-25	5.01	Credit Card Customer	3013	\$ 5.00	\$ 25.05		
10-May-25	16.62	Credit Card Customer	3014	\$ 5.00	\$ 83.10		
10-May-25	4.85	Credit Card Customer	3015	\$ 5.00	\$ 24.25		
11-May-25	14.01	Credit Card Customer	3016	\$ 5.00	\$ 70.05		
11-May-25	8.11	Credit Card Customer	3017	\$ 5.00	\$ 40.55		
12-May-25	2.01	Cash Customer	3018	\$ 5.00			\$ 10.05
12-May-25	75.11	Cash Customer	3019	\$ 5.00			\$ 375.55
12-May-25	41.83	Cash Customer	3020	\$ 5.00			\$ 209.15
12-May-25	58.85	Credit Card Customer	3021	\$ 5.00	\$ 294.25		
13-May-25	8.68	Credit Card Customer	3022	\$ 5.00	\$ 43.40		
13-May-25	2.02	Credit Card Customer	3023	\$ 5.00	\$ 10.10		
13-May-25	5.10	Credit Card Customer	3024	\$ 5.00	\$ 25.50		
13-May-25	5.15	Credit Card Customer	3025	\$ 5.00	\$ 25.75		
14-May-25	61.35	Credit Card Customer	3026	\$ 5.00	\$ 306.75		
14-May-25	5.08	Credit Card Customer	3027	\$ 5.00	\$ 25.40		
14-May-25	26.10	Credit Card Customer	3028	\$ 5.00	\$ 130.50		
14-May-25	20.59	Credit Card Customer	3029	\$ 5.00	\$ 102.95		
14-May-25	6.01	Credit Card Customer	3030	\$ 5.00	\$ 30.05		





SHELBY COUNTY AIRPORT

100LL COST OF SALES REPORT 2024-2025

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		
December	692.12	\$ 5.00	\$ 2,632.95	\$ 234.18	\$ 591.10	\$ 3,458.23	\$ 4.13	\$ 4.39	\$ 97.93	\$ 3,135.04	\$	323.19
January	504.86	\$ 4.99	\$ 1,752.95	\$ 451.99	\$ 314.80	\$ 2,519.74	\$ 4.15	\$ 4.41	\$ 69.44	\$ 2,295.56	\$	224.18
February	646.00	\$ 5.00	\$ 2,996.80	\$ 232.14	\$ -	\$ 3,228.94	\$ 4.15	\$ 4.41	\$ 105.22	\$ 2,953.68	\$	275.26
March	1127.04	\$ 4.99	\$ 4,063.00	\$ 978.83	\$ 583.94	\$ 5,625.77	\$ 4.21	\$ 4.47	\$ 131.98	\$ 5,173.37	\$	452.40
April	1196.16	\$ 4.99	\$ 4,128.50	\$ 899.63	\$ 943.60	\$ 5,971.73	\$ 4.27	\$ 4.54	\$ 137.75	\$ 5,564.58	\$	407.15
May	1721.07	\$ 4.99	\$ 6,806.00	\$ 1,143.06	\$ 644.75	\$ 8,593.81	\$ 4.13	\$ 4.39	\$ 206.28	\$ 7,758.55	\$	835.26
June						\$ -		\$ -		\$ -		\$ -
July						\$ -		\$ -		\$ -		\$ -
August						\$ -		\$ -		\$ -		\$ -
September						\$ -		\$ -		\$ -		\$ -
October						\$ -		\$ -		\$ -		\$ -
November						\$ -		\$ -		\$ -		\$ -
TOTAL	5887.25		\$ 22,380.20	\$ 3,939.83	\$ 3,078.19	\$ 29,398.22			\$ 748.60	\$ 26,880.77	\$	2,517.45

\$30 Monthly Fee Included in Arrow Fee Above

JET A COST OF SALES REPORT 2024-2025

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		
December	27.03	\$ 4.89	\$ 83.28	\$ 48.90	\$ -	\$ 132.18	\$ 2.83	\$ 3.01	\$ 2.15	\$ 83.42	\$	48.76
January	219.33	\$ 4.89	\$ 1,012.42	\$ 59.48	\$ -	\$ 1,071.90	\$ 2.83	\$ 3.01	\$ 22.78	\$ 682.28	\$	389.62
February	14.26	\$ 4.89	\$ 69.74	\$ -	\$ -	\$ 69.74	\$ 2.83	\$ 3.01	\$ 1.75	\$ 44.63	\$	25.11
March	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -
April	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -
May	30.67	\$ 4.89	\$ 149.98	\$ -	\$ -	\$ 149.98	\$ 2.83	\$ 3.01	\$ 3.88	\$ 96.11	\$	53.87
June		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -
July		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -
August		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -
September		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -
October		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -
November		\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -
TOTAL	291.29		\$ 1,315.42	\$ 108.38	\$ -	\$ 1,423.80			\$ 30.56	\$ 906.44	\$	517.36

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

**REGULAR MEETING AGENDA**

**Meeting to be held at the Shelby County Airport**  
**June 9, 2025**  
**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 Hiring a Local Contractor to Help Install Liner Panels**
  - 2 Continue Discussion on Fence**
  - 3**
- VIII. New Business**
  - 1**
  - 2**
  - 3**
- IX. Adjournment**





UNITED COUNTIES  
COUNCIL of ILLINOIS

217 E. Monroe Street, Suite 101 Springfield, IL 62701  
217.544.5585 | ucci@unitedcounties.com

April 1, 2025

To: Shelby County Board Chair  
Re: Summary of 2025 Q1 Meeting Attendance & Mileage Reimbursement

In accordance with Board policy, we are pleased to submit the enclosed reimbursement check for attendance and participation in UCCI activities. Please see the breakdown below for specifics by month.

- > **January:** Membership Meeting & Board Member Training  
*1 \$500 meeting attendance stipend for Shelby County*  
*1 mileage reimbursement(s) at \$85.40 each for driver(s): Tim Morse*  
*0 hotel reimbursement(s) for participant(s): , @ per night, per room*

January Total: \$585.40

- > **February:** Membership Meeting  
*0 \$500 meeting attendance stipend for Shelby County*  
*0 mileage reimbursement(s) at \$85.40 each for driver(s):*

February Total: \$0.00

- > **March:** Membership Meeting & Legislative Conference  
*0 \$500 meeting attendance stipend for Shelby County*  
*0 mileage reimbursement(s) at \$85.40 each for driver(s):*  
*0 hotel reimbursement(s) for participant(s): , @ per night*

March Total: \$0.00

2025 Q1 Reimbursement Total: \$585.40

We are grateful that the financial stability of UCCI allows this reimbursement and appreciate the continued support and participation of your county in UCCI programs.

  
Ryan McCreery  
Executive Director

FILED  
MAY 09 2025  
  
SHELBY COUNTY CLERK

Ryan McCreery, Executive Director  
Executive Committee

David Meyer, President - Washington County | Samuel L. Newton, Vice President - Stephenson County  
P.E. Cross, Treasurer - Hamilton County | Matthew Prochaska, Secretary - Kendall County  
Mark Kern, Member - St. Clair County | Sharon Schallhorn, Member - Bureau County  
Jason Warfel, Member - Jasper County



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

**United Counties Council of Illinois**

217 E. Monroe St, Ste 101  
Springfield, IL 62701

Bank of Springfield  
70-855/71

40102

05/02/2025

PAY TO THE ORDER OF Shelby County

Five Hundred Eighty-Five and 40/100\*\*\*\*\*  
\$ \*\*585.40

Shelby County

PROTECTED AGAINST FRAUD

DOLLARS

ATTN: County Board Chair  
301 East Main Street  
Shelbyville, IL 62565

MEMO

⑈040102⑈

United Counties Council of Illinois

Shelby County

Mileage  
Meeting

05/02/2025

40102

85.40  
500.00

FILED  
MAY 09 2025

*Jennie Dot*  
SHELBY COUNTY CLERK

Bos Checking

585.40

2025 - 31

RESOLUTION APPROVING THE APPOINTMENT OF TRUSTEE  
FOR THE HERRICK FIRE PROTECTION DISTRICT

WHEREAS, the HERRICK FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district located within the Counties of Shelby and Fayette, State of Illinois, each with a population of less than three million and

WHEREAS, 70 ILCS 705/4 (4) (B), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the county Board, and

WHEREAS, there have been trustees appointed for the said fire protection district and Megan Miller has resigned her position as trustee, and

WHEREAS, Kenneth Munds has consented to serve as trustee, and


WHEREAS, the Chairman of the County Board has appointed Kenneth Munds to serve a full three year term as trustee commencing the first Monday in May, 2025, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

NOW, THEREFORE, be it resolved by the county Board of Shelby County, Illinois, that the Chairman's appointment of Kenneth Munds to serve as Trustee for the HERRICK FIRE PROTECTION DISTRICT is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 12<sup>th</sup> day of JUNE, 2025.

  
Chairman County Board

ATTEST

  
County Clerk

APPOINTMENT OF TRUSTEE FOR  
THE HERRICK FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (4) (B), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint Kenneth Munds as Trustee for the HERRICK FIRE PROTECTION DISTRICT with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2025, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 12<sup>th</sup> Day of June 2025



Chairman County Board

2025 - 31

RESOLUTION APPROVING THE APPOINTMENT OF TRUSTEE  
FOR THE HERRICK FIRE PROTECTION DISTRICT

WHEREAS, the HERRICK FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district located within the Counties of Shelby and Fayette, State of Illinois, each with a population of less than three million and

WHEREAS, 70 ILCS 705/4 (4) (B), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the county Board, and


WHEREAS, there have been trustees appointed for the said fire protection district and Megan Miller has resigned her position as trustee, and

WHEREAS, Kenneth Munds has consented to serve as trustee, and

WHEREAS, the Chairman of the County Board has appointed Kenneth Munds to serve a full three year term as trustee commencing the first Monday in May, 2025, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

NOW, THEREFORE, be it resolved by the county Board of Shelby County, Illinois, that the Chairman's appointment of Kenneth Munds to serve as Trustee for the HERRICK FIRE PROTECTION DISTRICT is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 12<sup>th</sup> day of JUNE, 2025.

  
Chairman County Board

ATTEST

  
County Clerk

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT  
Shelby COUNTY, ILLINOIS

IN THE MATTER OF  
HERRICK FIRE PROTECTION  
DISTRICT

)  
)  
)

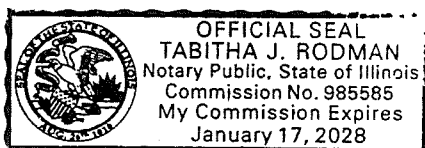
No. \_\_\_\_\_

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Ken munds as Principal,  
and Amy Black and Linda McBee  
as sureties, of the County of \_\_\_\_\_ and State of Illinois, be bound to the People of the  
State of Illinois in the penal sum of Five Hundred Dollars (\$500.00).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said principal, who has  
been appointed a member of the Board of Trustees of HERRICK FIRE PROTECTION  
DISTRICT, faithfully discharges the duties of his office according to law and does all acts which  
at any time may be required of him by law, then this obligation is void; otherwise it remains in full  
force and effect.

WITNESS our hands and seals this 6 day of June, 2025



[Signature]  
Principal

[Signature]  
Surety

[Signature]  
Surety

STATE OF ILLINOIS )  
COUNTY OF Shelby ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby  
certify that Kenneth Munds and Amy Black and Linda McBee  
personally known to me to be the same persons whose names are subscribed to the fore-going  
instrument, appeared before me this day in person and acknowledged that they signed, sealed and  
delivered the said instrument as their free and voluntary act, for the uses and purposes therein set  
forth.

Given under my hand and Notarial Seal this 6 day of June, 2025.

[Signature]  
Notary Public

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT  
Shelby COUNTY, ILLINOIS


IN THE MATTER OF  
THE HERRICK FIRE PROTECTION DIST

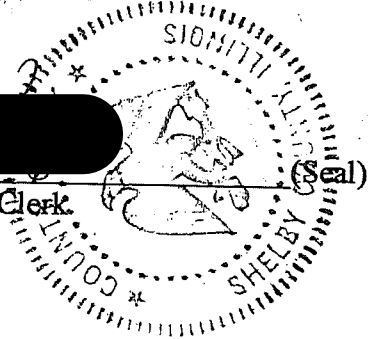
)  
) NO. \_\_\_\_\_

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that  
Kenneth Munds was appointed by the Chairman of the County Board of Shelby  
County, Illinois, to a full three year term as trustee of THE HERRICK FIRE PROTECTION  
DISTRICT beginning on the first Monday in May, 2025, and that said appointment  
was approved by the County Board of Shelby County on the 12<sup>th</sup> day of June  
2025.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office  
on the 12<sup>th</sup> day of June, 2025

  
\_\_\_\_\_  
County Clerk.



OATH OF OFFICE


I, Kenneth Munds, do solemnly swear that I will faithfully perform the duties of a Trustee of the HERRICK FIRE PROTECTION DISTRICT, and that I will do and perform all acts required of me by law to the best of my ability.

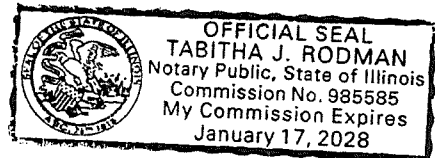
DATED this 6 day of June, 20 25.

  
\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me

this 6 day of June, 20 25.

  
\_\_\_\_\_  
Notary Public



BOND APPROVED:  \_\_\_\_\_

Chairman County Board

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT  
Shelby COUNTY, ILLINOIS


IN THE MATTER OF  
THER HERRICK FIRE PROTECTION DIST

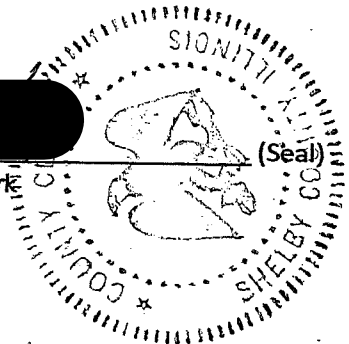
)  
)

NO. \_\_\_\_\_

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that  
Kenneth Munds (A RESIDENT OF Shelby COUNTY) was appointed by the Chairman of  
the County Board, to fill the UNEXPIRED TERM of Megan Miller as trustee of the HERRICK FIRE  
PROTECTION DISTRICT whose three year term began on the first Monday in May, 2025, and  
that the said appointment was approved by the County Board on the  
12 th day of June, 2025.

  
County Clerk





COUNTY CLERK RECORDER REPORT  
FOR PERIOD OF  
MAY 2025

COUNTY FUNDS

RECORDING FUNDS ON HAND balance from last month	\$58,990.50
RECORDING	\$19,575.00
IL REAL ESTATE TRANSFER TAX	\$11,094.00
COUNTY REAL ESTATE TRANSFER TAX	\$5,547.00
VITAL CERTIFIED COPIES	\$2,975.00
XEROX COPIES	\$416.00
MARRIAGE LICENSE	\$1,115.00
DOMESTIC VIOLENCE FUND 17 MAY marriage licenses @ \$5.00 EA	\$85.00
TAX REDEMPTION	\$1,505.00
MISCELLANEOUS	\$50.00
CHARGE/LAREDO PAYMENTS	\$2,645.25

TOTAL RECIEPTS \$45,007.25

RECEIPTS PLUS BEGINNING BALANCE \$103,997.75

TRANSFERRED TO General, Recording and GIS Funds	\$37,785.00
RHSP TO STATE	\$4,752.00
IL TRANSFER TAX PAYMENT for previous month	\$16,697.00
IDPH Mar. DEATH CERTS 12 @ \$4 EA	\$48.00
DOMESTIC VIOLENCE FUND 13 Apr. MARR. LIC. @ \$5 EA	\$65.00

TOTAL PAYMENTS \$59,347.00

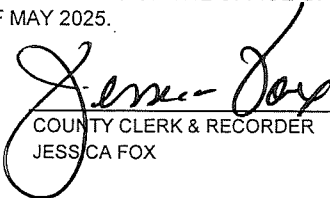
ENDING BALANCE for Funds on Hand May 31, 2025 \$44,650.75  
TOTAL \$103,997.75

FUNDS ON HAND

BANK CHECKING ACCT May 31, 2025	\$41,908.25
CASH ON HAND May 31, 2025	\$2,742.50
TOTAL ending balance	\$44,650.75

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 MAY 2025.

DATED: June 4, 2025

  
COUNTY CLERK & RECORDER  
JESSICA FOX

GIS

257	doc @	\$1.00	\$257.00 Recording Fund ck #3717
257	doc @	\$17.00	\$4,369.00 GIS Fund ck #3718

EARNINGS

257	doc @	\$18.00	\$4,626.00 Recording Fund ck #3719
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FEES

BALANCE OF FEES	\$14,083.75 General Fund ck #3720
IL TRANSFER TAX	\$11,094.00 ACH pmt \$10,639.00 due to eRecordings
CO TRANSFER TAX	\$5,547.00 General Fund ck #3721

246	doc @	\$18.00	\$4,428.00 RHSP ACH pmt
246	doc @	\$0.50	\$123.00 General Fund ck #3722
246	doc @	\$0.50	\$123.00 County Clerk

TOTAL \$44,650.75

MAY DEATH CERTS 43 @ \$4 = \$172.00

Prepared by  Date 6-4-25

FILED  
JUN 05 2025

  
SHELBY COUNTY CLERK