

August 5, 2020

SHELBY COUNTY BOARD MEETING AGENDA
August 12, 2020 - 9:00 A. M.
Lion's Club Building, Forest Park in Shelbyville

1. Call to Order- Prayer - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Chairman Cannon - Declare vacancy in Shelby County Board District #10 due to resignation of Kay Kearney
5. Chairman Cannon - Appoint Candi Ditzler to fill vacancy in County Board District #10 on recommendation of the Democrat Central Committee
6. Chairman Cannon - Declare vacancy in Shelby County Board District #6 due to resignation of Dale Wetherell
7. Chairman Cannon - Appoint Don Tate to fill vacancy in County Board District #6 on recommendation from the Republican Central Committee
8. Judge Amanda Ade - Harlow - Request approval for 1-year contract with Mike Frazier as conflict public defender for \$24,000
9. Chairman Cannon - Request board approval for payroll audit of Sheriff's Department from January 2015 to February 2020
10. John Vander Burgh, CPA, CFE - Payroll Audit presentation from Vander Burgh Financial Services
11. Alyssia Benford, CPA, MGA - Payroll Audit presentation from Benford, Brown and Associates
12. Chairman Cannon - Selection of company (BB & A or Vander Burgh Financial) to do payroll audit
13. Erica Firnhaber, Treasurer - Revenue/Expense and Investment Report
14. Chairman Cannon - Request approval of Shelby County Fiscal Year 2019-2020 Budget Amendments
15. Chairman Cannon - Request approval of proposed Shelby County Fiscal Year 2020-2021 Budget
16. County Highway Engineer Alan Spesard - Highway Engineer's Report - Request approval for: Petition from Oconee Highway Commissioner to replace drainage structure; Petition from Ridge Highway Commissioner to replace drainage structure; Agreement with IDOT for Grant to document and assess Township culverts; Resolution to accept release of Rhutasel and Associates from designing township bridges in Ridge, Prairie and Ash Grove Townships; Resolution of support for Federal Land Access Program grant application to extend improvements to CH #5(AKA Country Club Road); Resolution to award construction contract for Westervelt railroad crossing approach
17. Chairman Cannon - Approval of FY 2020-2021 Shelby County Liquor Licenses
18. Gary Gergeni, Legislative Committee Chair - Approve opening the closed meeting minutes from June 3, 2020 and June 10, 2020
19. Committee Reports
20. Chairman Updates
21. Chairman Appointments - Reappoint Public Defender Brad Rau Jr. by Administrative Order, Reappoint West & Co as County Auditor (as part of 3-year contract)
22. Correspondence
23. Approve payment of claims
24. Public Body Comment
25. State's Attorney Gina Vonderheide - Closed Session pursuant to 5 ILCS 120/2 (C) (2) Collective Bargaining review and request further action of grievance remedy with Shelby County FOP and (C) (11) Pending Litigation
26. Adjournment

Please silence cell phones during the Board meeting.

PRAYER IS GIVEN TODAY BY SHELBY COUNTY BOARD MEMBER LAVONNE CHANEY

/

SHELBY COUNTY BOARD MEETING

August 12, 2020 – 9:00 A.M.

The Shelby County Board met on Wednesday, August 12, 2020, at 9:00 A.M. at the Lion's Club building in Forest Park in Shelbyville, Illinois. Location change due to conflict with Courtroom: B and the large crowd in attendance.

Chairman Bruce Cannon called the meeting to order. Board member LaVonne Chaney delivered the prayer and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Coffman was absent.

Minutes for the July 8, 2020 board meeting were presented for approval. Orman requested a change to the minutes be made on page 2 regarding a disbursement of a payroll proposal and made motion to approve with that correction. Hayden seconded said motion, which passed by voice vote (18 yes, 0 no).

Chairman Cannon stated due to the resignation of Kay Kearney a vacancy existed in County Board District #10. The Shelby County Democratic Central Committee recommended the appointment of Candi Ditzler to fill this vacancy.

Drnjevic made motion to approve the appointment of Ditzler to County Board District #10. Williams seconded said motion, which passed by voice vote (18 yes, 0 no).

Chairman Cannon informed the board a vacancy also existed in County Board District #6 due to the resignation of Dale Wetherell following last month's board meeting. The Shelby County Republican party has recommended the appointment of Don Tate to fill this vacancy.

Slifer made motion to approve the appointment of Don Tate to County Board District #6. Hayden seconded said motion, which passed by voice vote. (18 yes, 0 no).

Clerk Fox administered the Oath to Ditzler and Tate and they took their seats on the board.

Judge Amanda Ade-Harlow requested approval from the board for a 1-year contract for conflict public defender services with local attorney Michael Frazier. The amount of this contract will be \$24,000 and Judge Ade-Harlow stated she hoped this would save money with appointed counsel services.

Mulholland made motion to approve the contract. Hayden seconded said motion, which passed by voice vote (20 yes, 0 no). (Resolution and administrative order attached to these minutes).

Next, Chairman Cannon requested approval for a payroll audit to be done at the Sheriff's office due to the concern employees had been overpaid when the switch was made from 5 8 hour shifts to 4 10 hour shifts in January of 2015. This payroll audit would cover from January of 2015 to February of 2020, when the suspected overpayment was found and corrected.

Gergeni made motion to approve a payroll audit be done at the Sheriff's office. Chaney seconded said motion, which passed by voice vote (20 yes, 0 no).

At this time, John Vander Burgh, who had previously spoken to the board at their March 11, 2020 board meeting spoke to the board. Vander Burgh is a CPA, a CFE (certified fraud examiner) and does forensic audits through his company 20/20 Forensic Accounting. Vander Burgh stated he had not worked closely with the current Sheriff and had less than 3 hours' worth of conversation with the current State's Attorney during a local embezzlement case. Vander Burgh stated he would cap his services at a cost of \$45,000 and would allow that to be paid over multiple fiscal years. (Refer to March 11, 2020 board meeting for Vander Burgh's documentation presented to the board).

Next, Ms. Alyssia Benford spoke to the board and presented a handout detailing her services. Ms. Benford had forwarded a letter of engagement to State's Attorney Gina Vonderheide in February of 2020. Her letter of engagement was also presented by board member Gary Gergeni at the July 8th board meeting. Benford founded Benford, Brown and Associates located in Will County, IL. She is a CPA and has an MGA (Master's in Governmental accounting). Benford informed the board, before she could set a cost, she would need to spend time on the scope of the problem and determine the extent of the payroll issues.

Both Vander Burgh and Benford were thanked for their presentations. Drnjevic made motion to have John Vander Burgh with 20/20 Forensic Accounting perform the payroll audit. Simpson seconded said motion. Baker expressed concern with a conflict due to being "local". Orman stated the Benford group could assist the county in implementing internal controls and policies to help the county correct any potential issues found during the payroll audit. The question was called with a roll call vote for Vander Burgh: Aye: Barr, Bennett, Chaney, Ditzler, Drnjevic, Durbin, Hayden, Lenz, Metzger, Patterson, Simpson, Swits and Tate. Nay: Baker, Gergeni, Jordan, Mulholland, Orman, Slifer and Williams. Not voting: Cannon. Motion carried 13 – 7.

Treasurer Erica Firnhaber referenced the revenue/expense report and the investment report passed prior to the meeting. (See reports attached to these minutes).

Chairman Cannon presented the Fiscal Year 2019-2020 budget amendments. The Budget Committee recommended approving the budget amendments for the Sheriff, Regional Superintendent, Expenses not separately budgeted, Court Security, Rescue Squad, 911 Emergency, Coroner, Probation, Indemnity, Sale in Error, Shop with a Cop, Community Services, Airport, Probation Drug Testing, and Rescue Squad Dive Team Donations. Cannon mentioned several of these "expense" amendments had offsetting revenues, except for a few. (A detailed list of

Shelby County Board Meeting
August 12, 2020

amendments attached to these minutes). Discussion was held. It was explained this money has been spent. If these budgets are not amended, it could result in an audit finding against the county.

Mulholland made motion to approve the amendments as presented. Chaney seconded said motion, which passed by roll call vote: Aye: Baker, Barr, Bennett, Chaney, Ditzler, Drnjevic, Durbin, Gergeni, Hayden, Jordan, Lenz, Metzger, Mulholland, Patterson, Simpson, Swits, Tate and Williams. Nay: None. Not Voting: Cannon. (Proposed FY 19-20 Budgets attached to these minutes).

Next, Chairman Cannon presented the Fiscal Year 2020-2021 Proposed Budget totaling \$13,183,092. The proposed FY 20-21 Budget has a total deficit of \$1,008,239 with a special fund deficit of \$42,327 and a general fund deficit of \$965,912. Budget committee members stated a lot of time was spent on the budget. Nobody wanted to see deputies or services cut to offset a deficit. Although a deficit is reflected, budget committee members felt the county normally comes out financially in good shape. Discussion was held about the deficit budget.

Mulholland made motion to approve the Proposed FY 2020-2021 Budget as presented. Williams seconded said motion, which passed by roll call vote: Aye: Barr, Bennett, Chaney, Ditzler, Drnjevic, Durbin, Hayden, Jordan, Lenz, Metzger, Mulholland, Patterson, Simpson, Swits, Tate and Williams. Nay: Baker, Gergeni, Orman, and Slifer. Not Voting: Cannon. (Proposed FY 20-21 Budgets attached to these minutes).

Chairman Cannon informed the board that Highway Engineer Alan Spesard had been advised by his attorney Todd Goebel to not attend the board meeting due to some charges being raised against him for his work for the County and the City of Shelbyville, which he does under the name of Shelby Engineering. (Supportive documentation for the approved Highway items attached to these minutes).

Chairman Cannon presented a petition from the Oconee Township Highway Commission to replace a culvert 2.5 miles east of Oconee. Estimated costs are \$7,000 and will be shared equally between the county and the township. Baker made motion to approve the petition. Hayden seconded said motion, which passed by voice vote (20 yes, 0 no).

The next petition was a request from the Ridge Township Highway Commissioner to replace a box culvert located 2 miles south of Westervelt. Estimated costs are \$5,000 and will be split 50/50 between the county and the township. Mulholland made motion to approve the petition. Jordan seconded said motion, which passed by voice vote (20 yes, 0 no).

The next item for approval was an agreement with IDOT for a culvert assessment grant in the maximum amount of \$72,000. This will provide a GIS report of the culverts in the township and their condition. This grant requires a 20% match from the townships wishing to have this service performed. Baker made motion to approve the agreement. Patterson seconded said motion, which passed by voice vote (20 yes, 0 no).

Next, the board approved a request from Rhutasel & Associates to be released from bridge design services involving bridges in Ridge, and Ash Grove/Big Spring townships. They have lost several key staff members and can no longer provide services to the county. Chaney made motion to approve the release. Hayden seconded said motion, which passed by voice vote (20 yes, 0 no).

A resolution for support for a Federal Land Access grant was presented next. This resolution gives the Chairman the authority to act on behalf of the county in the application of this grant. These grant funds are approximately 1.34 million with a 20% match. This will be used to improve the Country Club road and the access to federal land. This is a new grant program. Mulholland made motion to approve the resolution. Drnjevic seconded said motion, which passed by voice vote (20 yes, 0 no).

The final resolution presented was to award the Westervelt railroad crossing approach to low bidder Brad Agney with a low bid of \$228,939. This project will be 100% funded by the Illinois Commerce Commission. Lenz made motion to approve the resolution. Swits seconded said motion, which passed by voice vote (20 yes, 0 no).

Chairman Cannon reported the bridge north of Windsor bridge is now open. The bridge on the Ash Grove/Big Spring Township line is complete and now open. IDOT will be evaluating flood damage in Clarksburg Township of an 8T capacity with a wood deck damaged by recent flooding. The Clarksburg railroad crossing project started on July 27th. The bridge in Prairie Township began on July 30th. The MFT compliance audit for the county was recently completed by IDOT and is on file.

Chairman Cannon requested approval for the FY 2020-2021 liquor licenses. (List of licenses attached to these minutes). Williams made motion to approve the liquor licenses. Hayden seconded said motion, which passed by voice vote (20 yes, 0 no).

Legislative committee chair Gary Gergeni informed the board the committee had met to review closed session minutes from June 3 and June 10th. The committee requested approval to open the minutes and the tapes of these meetings. Discussion was held. State's Attorney Vonderheide was asked for her opinion and felt both items could be opened to the public. Following the motion and the second, Orman made motion to open the June 3 closed session but to extract the June 10th meeting. Since a motion and second was already on the table, the vote was called.

Gergeni made motion to open both the tapes and the minutes from the closed sessions. Mulholland seconded said motion, which passed by voice vote (20 yes, 0 no).

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

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August 12, 2020

Rescue Squad committee chair informed the board the rescue squad recently assisted with a semi and pick-up truck accident near Neoga.

Law Enforcement Committee Chair Gary Patterson informed the board about the recent meeting. Discussion was held about the need for a "Covid" policy. The Sheriff's office wants to discuss amending the contract to include 3 sergeants pay since some of the sergeants are having to perform additional duties due to the retirement of the Undersheriff. The current contract states they are to work 5 8-hour shifts, however the deputies have been working 4 10-hour shifts since 2015, so this also needs to be discussed. It was discussed an employee handbook is desperately needed.

Providing Chairman updates, Cannon reported Undersheriff Rob McCall recently retired from the Shelby County Sheriff's office and EMA/Zoning/PCOM Jared Rowcliffe resigned to take a position with the State.

Chairman Cannon requested the following appointments:

Brad Rau Jr., Shelby County Public Defender, by Administrative Order.

Hayden made motion to approve the appointment of Rau as Public Defender. Mulholland seconded said motion, which passed by voice vote (18 yes, 0 no).

West and Co. was to be reappointed as County Auditor as part of their contract with the County.

Continuing with county board committee appointments, Cannon requested several appointments to various county committees. It was pointed out these appointments were not stated on the agenda. After the various appointments were made, Orman made motion to nullify all appointments not on the agenda Baker seconded said motion which failed by roll call vote: Aye: Baker, Gergeni, Orman, Slifer and Tate. Nay: Barr, Chaney, Ditzler, Drnjevic, Durbin, Hayden, Jordan, Lenz, Metzger, Mulholland, Patterson, Simpson, Swits and Williams. Later in the meeting the chairman committee appointments and vote were rescinded.

There was no correspondence.

Swits made motion to approve payment of the monthly claims as reviewed by the committees. Metzger seconded said motion, which passed by roll call vote: Aye: Baker, Barr, Chaney, Ditzler, Drnjevic, Durbin, Gergeni, Hayden, Jordan, Lenz, Metzger, Mulholland, Orman, Patterson, Simpson, Slifer, Swits, Tate and Williams. Nay: none. Not voting: Cannon.

Under public body comment,

Jeremy Williams questioned why the board continues to break the law and why the chairman committee appointments were not placed on the agenda in advance of the meeting.

Martha Firnhaber called for Chairman Cannon's resignation and questioned why the board continued to perform activities that were not transparent, questioned why the County felt the need to hire a full time undersheriff and EMA director with a million dollar deficit and thanked Ms. Benford for her professionalism and thanked those board members for voting for her to do her presentation. Firnhaber also questioned if Alan Spesard was unable to perform his duties due to being told to not attend the board meetings. Firnhaber also requested a payroll audit be done for the entire county.

John Kraft asked if the County was paying for Spesard's private attorney or if Spesard was. It was stated Spesard was paying for his own legal counsel. Kraft questioned why Vander Burgh's price of a 3-year audit was \$9,000 and today's price for a 5-year audit was \$45,000. Kraft stated just because the County has always done things one way does not mean they should continue doing things that way.

Kirk Allen stated that after the Watchdogs attended the first meeting in January of 2020, they received hundreds of tips about the County Highway Engineer Alan Spesard. Allen went on to detail the extent of work done by Spesard while on County time, as well as other county highway employees at the time. Documentation states approval was given by Shelby County for Shelby Engineering LLC to use the county highway building to conduct personal business, however no documentation can be found to support this statement. Allen stated the IL constitution states public property cannot be used for personal gain. Allen also informed the board that Spesard's contract states he will conduct no other business on County time. Allen also informed the road and bridge committee drive meetings violate the OMA.

Another speaker stated Ms. Benford should have been hired to perform the payroll audit for the County, due to the fact she is experienced, has the credentials and is not local. Benford will also be able to set standards and help create policy to prevent this from happening again. This speaker thanked the 7 board members who voted in favor of Benford.

Sonny Ross directed his comments at Chairman Cannon and encouraged board members to place an agenda item to remove Cannon from his position as board chair due to lack of leadership.

At this time Gary Patterson asked State's Attorney Vonderheide about making the chairman committee appointments. Vonderheide stated she felt it would be in the board's best interest to rescind their motion and vote of these committee appointments.

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August 12, 2020

A motion by Metzger to nullify the chairman committee appointments as advised by the county's attorney was made and seconded by Slifer. Motion to nullify the previous chairman committee appointments passed by voice vote (20 yes, 0 no). Appointments will be made at the September 9th meeting.

At this time, Hayden made motion to enter into Closed Session pursuant to 5 ILCS 12C/2 (C) (2), motion seconded by Swits and passed by roll call vote: Aye: Baker, Barr, Chaney, Ditzler, Drnjevic, Durbin, Gergeni, Hayden, Jordan, Metzger, Orman, Patterson, Simpson, Slifer, Swits, Tate and Williams Nay: none. Not voting: Cannon.


CLOSED SESSION OF THE COUNTY BOARD

Williams made motion to adjourn the closed session and resume the open meeting. Chaney seconded said motion, which passed by roll call vote. Aye: Baker, Barr, Chaney, Ditzler, Drnjevic, Durbin, Gergeni, Hayden, Jordan, Orman, Patterson, Simpson, Slifer, Swits, Tate and Williams Nay: none. Not voting: Cannon.

There was no action taken in closed session.

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

Tate made motion to adjourn until the next regular meeting to be held on September 9, 2020. Hayden seconded said motion, which passed by voice vote (16 yes, 0 no) and the meeting was adjourned at 12:16 P.M.


Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

August 12, 2020

REGULAR MEETING

		ROLL CALL			QUESTIONS							
			8/12/2020	1/2020	Vanderburg ON MOTIONS TO	Payroll Audit	Amendment ON MOTIONS TO FY 19-20		FY 20-21 ON MOTIONS TO Budget		To qualify ON MOTIONS TO appoints not on agenda	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BAKER, EARL	50	✓			1	1			1	1	
110	BARR, KENNETH	50	✓		1		2		1			1
117	BENNETT, BARBARA	40	✓		2		3		2			
45	CANNON, BRUCE	26	✓									
	CHANEY, LAVONNE		✓		3		4		3			2
510	COFFMAN, BRYON	48	A									
	Ditzler, Candi				4		5		4			3
500	DRNJEVIC, DENNIS	22	✓		5		6		5			4
214	DURBIN, JESSE	12	✓		6		7		6			5
105	GERGENI, GARY	26	✓			2	8			2	2	
177	HAYDEN, RICHARD	44	✓		7		9		7			6
193	JORDAN, ROBERT N.	31	✓			3	10		8			7
206	LENZ, LARRY	26	✓		8		11		9			8
511	METZGER, TERRY		✓		9		12		10			9
7	MULHOLLAND, FRANK		✓			4	13		11			10
	ORMAN, ROBERT	34	✓			5	14			3	3	
	PATTERSON, GARY		✓		10		15		12			11
274	SIMPSON, ROBERT	32	✓		11		16		13			12
	SLIFER, JEFF	32	✓			6	17			4	4	
	SWITS, DAVID	34	✓		12		18		14			13
	Tate, Don	40	✓		13		19		15		5	
	WILLIAMS, LYNN		✓			7	20		16			14

Ditzler, Candi } Sworn
Tate, Don } +
Seated

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

August 12, 2020

REGULAR MEETING

		ROLL CALL			QUESTIONS							
			1 / 2020	1 / 2020	Payment ON MOTIONS TO of Claims		Closed ON MOTIONS TO Session		Open ON MOTIONS TO Session		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BAKER, EARL	50			1		✓		✓			
110	BARR, KENNETH	50			2		✓		✓			
117	BENNETT, BARBARA	40			A		A		A	A		
45	CANNON, BRUCE	26			-		-		-	-		
	CHANEY, LAVONNE				3		✓		✓			
510	COFFMAN, BRYON	48			A							
	DITZLER, CANDI				4		✓		✓			
500	DRNJEVIC, DENNIS	22			5		✓		✓			
214	DURBIN, JESSE	12			6		✓		✓			
105	GERGENI, GARY	26			7		✓		✓			
177	HAYDEN, RICHARD	44			8		✓		✓			
193	JORDAN, ROBERT N.	31			9		✓		✓			
206	LENZ, LARRY	26			10		✓		-	-		
511	METZGER, TERRY				11		✓		-	-		
7	MULHOLLAND, FRANK				12				-	-		
	ORMAN, ROBERT	34			13		✓		✓			
	PATTERSON, GARY				14		✓		✓			
274	SIMPSON, ROBERT	32			15		✓		✓			
	SLIFER, JEFF	32			16		✓		✓			
	SWITS, DAVID	34			17		✓		✓			
	TATE, DON	40			18		✓		✓			
	WILLIAMS, LYNN				19		✓		✓			

July 24, 2020

Bruce Cannon, Chairman
Shelby County Board

Please accept this letter as formal notification that I am resigning from my position as Shelby County Board Member (District 10) following the meeting on July 8, 2020. Lynn and I are moving to Moweaqua and I will no longer be able to fulfill my responsibilities to the County.

It has been a pleasure to serve as a board member and I have enjoyed working with both employees and other board members.

Sincerely,

A black rectangular redaction box covering the signature of Kay Kearney.

Kay Kearney

FILED
JUL 08 2020


SHELBY COUNTY CLERK

STATE OF ILLINOIS)
) SS
SHELBY COUNTY)

OFFICIAL OATH

I, **CANDI DITZLER**, having been APPOINTED to the office of

SHELBY COUNTY BOARD DISTRICT #10

August 12, 2020 – November 30, 2020
(to fill the vacancy created by the resignation of Kay Kearney)

in the County of Shelby, in the State of Illinois, DO SOLEMNLY SWEAR or AFFIRM,
that I will support the Constitution of the United States of America and the Constitution
of the State of Illinois and will faithfully discharge the duties of the office of

SHELBY COUNTY BOARD DISTRICT #10

to the best of my ability.



Signed and Sworn To, or Affirmed before me this 12th day of August, A. D. 2020.



(Official Title)

I Dale Wetherell resign my Post of
District #6 as of 7/8/2020.

[REDACTED]

7/8/2020

FILED

JUL 08 2020

Jessie Cox

SHELBY COUNTY CLERK

STATE OF ILLINOIS)
) SS
SHELBY COUNTY)

OFFICIAL OATH

I, **DON TATE**, having been APPOINTED to the office of

SHELBY COUNTY BOARD DISTRICT #6

August 12, 2020– November 30, 2020

(To fill the vacancy created by the resignation of Dale Wetherell)

in the County of Shelby, in the State of Illinois, DO SOLEMNLY SWEAR or AFFIRM,
that I will support the Constitution of the United States of America and the Constitution
of the State of Illinois and will faithfully discharge the duties of the office of

SHELBY COUNTY BOARD DISTRICT #6

To the best of my ability.



Signed and Sworn To, or Affirmed before me this 12th day of August, A. D. 2020.



(Official Title)

SHELBY COUNTY BOARD

RESOLUTION NO. 2020-25

WHEREAS, the Shelby County Board understands the important requirement of the Shelby County Circuit Court to provide competent, court appointed counsel to an individual or individuals when the Shelby County Public Defender is legally and/or ethically conflicted in a case or controversy;

WHEREAS, the Shelby County Board further understands that it must provide sufficient funds to pay for court appointed attorneys pursuant to Illinois law including, but not limited to, the Counties Code, Code of Criminal Procedure of 1963, Juvenile Court Act, Code of Civil Procedure, and the Illinois Supreme Court Rule 299 ;

WHEREAS, it is in the best interests of the citizens of Shelby County, and those who visit or travel through, to provide competent, court appointed counsel when the Shelby County Public Defender is conflicted and, to the extent possible, mitigate the rising costs of the court appointed counsel fees to the best of the ability of the Chief Judge of the Fourth Judicial Circuit, Resident Circuit Judge of Shelby County, and the Shelby County Board.

WHEREAS, that attached hereto is the Administrative Order (contract) between the Fourth Judicial Circuit Chief Judge and Michael R. Frazier, Attorney at law, setting forth the terms and conditions of his duties and responsibilities as the Conflict Public Defender for Shelby County, Illinois for a period of one year, renewable each year on a year-to-year basis without further advice or consent of the Shelby County Board. Said Administrative Order and any action taken by the Shelby County Board to approve of the Administrative Order does not change the relationship of independent contractor status to that of an employee of Shelby County, Illinois.

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

SECTION ONE: The Chairman of the Shelby County Board is hereby directed to sign and approve the Administrative Order.

SECTION TWO: The County Clerk is directed to record a copy of the Administrative Order 20-17 after its execution by the parties thereto in the Shelby County Clerk's Office in Shelbyville, Illinois.

SECTION THREE: This resolution shall be effective upon its passage and signing.

PASSED by the County Board of the County of Shelby, Illinois on Aug. 12, 2020.

AYES: 20

NAYS: 0

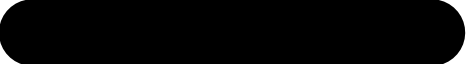
ABSENT:

8/12 APPROVED by the Chairman of the County Board of Shelby County, Illinois on _____
_____, 2020.



Bruce Cannon, Chairman

Attest:



Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS
FOURTH JUDICIAL CIRCUIT

IN THE MATTER OF)
CONFLICT PUBLIC DEFENDER.)
SHELBY COUNTY, ILLINOIS.)

ADMINISTRATIVE ORDER NO. 20- 17

WHEREAS the Circuit Judges of the Fourth Judicial Circuit Court have appointed Michael Frazier as Conflict Public Defender in Shelby County, Illinois, in all matters that Shelby County Public Defender is conflicted, which includes but is not limited to felony, misdemeanor, traffic, and juvenile matters.

WHEREAS, the Chief Judge has administrative authority to establish the terms and conditions under which the Conflict Public Defender in Shelby County, Illinois shall perform his or her duties of office.

WHEREFORE, IT IS HEREBY ORDERED that the terms and conditions under which the Conflict Public Defender in Shelby County, Illinois, shall perform his or her duties of office are as follows:

I. DESCRIPTION OF SERVICE

1. Shelby County shall have a licensed attorney (hereinafter referred to as "Primary Public Defender") other than the Conflict Public Defender named herein; and the Primary Public Defender shall be responsible to assume the representation of all persons whom the Circuit Court assigned to said Primary Public Defender pursuant to the laws of the State of Illinois, and the Conflict Public Defender shall be assigned, pursuant to this Order and the laws of the State of Illinois, to represent only those persons who could not be represented by said Primary Public Defender in matters by reason of conflict of interest or potential conflict of interest, unless said Conflict Public Defender is unable to represent such person by reason of conflict of interest or potential conflict of interest.
2. The Conflict Public Defender shall assume the legal representation of all persons duly appointed to him or her by the Circuit Court at the commencement of this Order, and thereafter, of any and all persons appointed to him or her by the Circuit Court of Shelby

County, Illinois. In the event this Order is terminated or is not extended, the Conflict Public Defender shall have no further responsibility for persons represented by him or her as of the termination date of this Order.

3. The Conflict Public Defender shall be qualified to be appointed in child custody and visitation covered under Section IX of the Supreme Court Rules as guardian ad litem, child representatives, or attorneys for children, pursuant to Fourth Judicial Circuit Amended Administrative Order No. 06-08.

II. TERM AND TERMINATION

1. The term of this Order shall be from September 1, 2020 to August 31, 2021. It is further provided that this Order shall be subject to termination upon cancellation of the appointment by a majority of the Circuit Judges of the Fourth Judicial Circuit with or without cause. Upon termination or cancellation, all rights and duties of the Conflict Public Defender and of Shelby County under this Order shall cease to exist.
2. The Conflict Public Defender must apply for reappointment as Conflict Public Defender by written notification to the Chief Judge of the Fourth Judicial Circuit and to the Shelby County Resident Circuit Judge at least 90 days prior to the termination of this Order. In the event the Conflict Public Defender is reappointed as Conflict Public Defender by the Chief Judge, such renewal shall be for a period of one year.

III. COMPENSATION AND EXPENSES

1. The Conflict Public Defender shall be entitled to compensation of \$2,000 per month in equal monthly installments. Said compensation shall be subject to quarterly review and modification (within budgetary limits) at the discretion of the Chief Judge or the Resident Circuit Judge of Shelby County based upon review of the monthly time records of the Conflict Public Defender and other relevant factors.
2. In the event the Conflict Public Defender deems it necessary to employ the services of a private investigator, licensed physician, psychologist, psychiatrist, or other expert witness during the course of representation of persons pursuant to this Order, the Conflict Public Defender must first apply to the Circuit Court for approval of such employment by

written motion in said case with copy to be served upon the State and can employ such persons only after judicial approval is obtained. The motion shall state the name of the proposed expert, type of services to be provided, necessity for said expert, and estimated charges. After such approval is obtained, the Conflict Public Defender shall not be liable for payment of such services or expenses related directly thereto, but payment, pursuant to submission of a proper bill, voucher, and Order of the Circuit Court shall be made by Shelby County.

3. Shelby County shall assume all witness fees, Sheriff's Office service of process fees and costs, summons and subpoenas costs, and all other similarly related costs incurred in representing persons under this Order in a manner similar to that provided to the Office of the Primary Public Defender.
4. In the event that it becomes necessary for the Conflict Public Defender to travel outside of Shelby County in representation of a person under this Order, then Shelby County shall pay round trip mileage to and from Shelbyville, Illinois at the then current federal rate per mile. The Conflict Public Defender shall keep written logs of miles traveled and submit them monthly. This shall apply to miles driven by automobile and shall not apply to or authorize travel by train, bus, or airplane.
5. Additional office expenses, such as photocopying, long distance telephone expense, postage, stationery, and like expenses, shall not be separately billed or paid, and those expenses are assumed by the Conflict Public Defender as ordinary overhead. Any other extraordinary expenses not contemplated or specifically mentioned in paragraph 2 through 5 of Section III shall be made the subject of prior judicial approval by motion on a case-by-case basis.

IV. ADDITIONAL COMPENSATION

1. In the event the Conflict Public Defender is appointed to represent an individual charged with Murder, said Conflict Public Defender shall keep true and accurate records of all actual time spent in such representation and shall be paid additional compensation for the time incurred in representation of said Murder charge at the following rates:
 - a. \$75.00 per hour all non-trial time.
 - b. \$100.00 per hour for actual trial (bench or jury) time.

- c. Additional rate of compensation shall be determined and set by the Resident Circuit Judge if appointed as "co-counsel or additional counsel" in a Murder case.
2. The Conflict Public Defender shall submit monthly pay vouchers with copies of time records attached thereto for approval by the Resident Circuit Judge and submission to the county for said additional payment. This compensation shall be in addition to the compensation set forth in Paragraph III.1 herein.

V. RELATIONSHIP OF THE PARTIES

1. The relationship as created by this Order is one of employee-independent contractor. The Conflict Public Defender is not an employee of the Chief Judge or Shelby County and is not entitled to benefits provided by Shelby County to its employees, including, but not limited to any group insurance and pension plan. Services provided pursuant to the terms of this Order shall be performed as an independent contractor by the Conflict Public Defender, who shall be solely responsible for all matters relating to income or withholding taxes, and workers' compensation or other insurance. Except as herein provided, the Conflict Public Defender shall have sole control of the manner and means of performing this Order and shall complete it according to his own means and methods of work. The Conflict Public Defender shall direct the performance of all employees and subcontractors engaged in his office.
2. The Conflict Public Defender shall have the right to maintain a private legal practice including the defense of criminal defendants who do not qualify for representation by the Shelby County Primary Public Defender. The Conflict Public Defender shall not accept the representation of any person in his private practice, without court approval, when such representation would constitute a conflict of interest with his duties as Conflict Public Defender.

VI. OUTSIDE SERVICES

1. This Order and payment thereunder do not encompass appointments by the Court for representation of defendants remanded to the Illinois Department of Corrections or to a similar correctional institution for the purpose of proceedings of the following nature:

- a. Pursuit of appeals beyond the perfection of appeal by preparing and filing of Notice of Appeal, Docketing Statement, and related notices.
 - b. Pursuit of any federal remedy of a post-conviction or civil rights nature.
2. This Order and payment thereunder do not encompass appointments by the Court to represent any person on any case on appeal, in the Appellate or Supreme Court in any phase of similar or related proceedings. If the State Appellate Defender's Office refuses to provide services to a person represented by the Conflict Public Defender in Circuit Court, then the Conflict Public Defender shall not be responsible for performing any appellate work under this Order, but shall advise the Court of such denial.
 3. This Order and payment hereunder does encompass appointments by the Court representation in post-conviction petitions, sexually violent person actions, and drug court actions and compensation is as stated in Paragraph III.1 herein.

VII. ADDITIONAL TERMS AND CONDITIONS

1. The Conflict Public Defender shall be responsible for obtaining professional liability insurance in an amount not less than \$100,000 and he shall furnish to the Chief Judge and Shelby County evidence of such insurance along with a copy of his current ARDC card.
2. In the event the Conflict Public Defender fails to maintain such professional liability insurance, the Chief Judge may elect to treat such failure as a violation of this Order.
3. The Conflict Public Defender understands and hereby expressly assumes the risk inherent in and created by the necessity of entering into and being upon the premises of the Shelby County Jail (and any other place of incarceration) and/or the residential premises that may be visited pursuant to this Order in fulfilling certain duties created by this Order, as well as any potential danger to personal safety involved in representing any persons prone to violent behavior, mental health issues, or other known or unknown behaviors.


Effective: September 1, 2020

Entered: 

Kimberly G. Koester
Chief Judge, Fourth Judicial Circuit


Accepted by:

Dated AUG. 4, 2020


Michael R. Frazier

Approved by:

Dated: 8/12/2020


Bruce Cannon
Shelby County Board, Chairman
Shelby County, Illinois



STATE OF ILLINOIS
OFFICE OF THE CHIEF JUDGE
FOURTH JUDICIAL CIRCUIT

CHAMBERS OF
KIMBERLY G. KOESTER
CHIEF JUDGE

Jaime S. Warren
Trial Court Administrator
Rebecca A. Schultz
Court Reporter Supervisor

August 19, 2020

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

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

County Board Chairman
Shelby County Courthouse
301 E. Main
Shelbyville, IL 62565

Dear County Board Chairman:

Please accept this letter as confirmation that a majority of the Fourth Circuit Judges have signed the appointment order for Shelby County Conflict Public Defender Michael Frazier effective September 1, 2020.

Cordially,

Kimberly G. Koester
Chief Judge

KGK:jw

FILED
AUG 19 2020

SHELBY COUNTY CLERK

Shelby County Board Agreed Upon Procedures

Benford Brown and Associates, LLC
Will County, Illinois

1

Agenda

- Overview of Audit Process
- Recovery of Funds
- Payroll Experience
- Experience with Governmental clients
- Open Discussion and Q&A

2

Agreed Upon Procedures Work Plan

- Detailed review of any established policies and procedures, as they relate to authorization required for disbursements of payroll
- Review of transactions for required standard documentation to support the payroll detail particularly documents that clearly explain the pay received and how pay is calculated and determined.
- Review of transactions to determine compliance with contract agreements
- Review of transactions to determine compliance with state and federal laws
- Evaluate current internal controls and provide recommendations for improvement

5

Recovery of Funds

- Final Report will qualify the overpayments by employee
- Final Report can be used for criminal prosecution if needed
- Final Report can be used to assist with recovery of funds
- Elected Officials have an ethical duty to attempt to recover funds that were not disbursed in accordance with the law
- Elected Official Misconduct Forfeiture Act
 - The Illinois Attorney General can take action in circuit court against elected officials for recover of funds

6

Open Discussion

Open discussion
Questions and answers

9

GENERAL FUND AVAILABLE CASH REPORT

FY 2020

General Fund	September	October	November	December	January	February	March	April	May	June	July	August
Beginning Balance	\$2,619,477.42	\$2,445,173.36	\$3,013,355.22	\$2,887,161.24	\$2,583,412.86	\$2,389,186.28	\$2,332,869.66	\$2,159,315.02	\$2,129,657.17	\$1,890,659.16	\$1,712,257.10	
-Payroll Liability	\$58,981.57	\$54,311.82	\$55,321.10	\$78,651.02	\$54,403.19	\$46,341.99	\$67,335.41	\$67,855.50	\$63,324.57	\$85,524.45	\$65,164.46	
+Revenue	\$204,432.75	\$895,204.71	\$296,788.68	\$291,226.54	\$239,725.05	\$243,803.02	\$225,444.77	\$306,034.80	\$251,227.84	\$204,173.48	\$1,390,450.08	
-Expense	\$374,067.06	\$328,032.13	\$446,312.58	\$570,727.14	\$425,890.43	\$321,106.38	\$399,519.50	\$331,161.72	\$512,425.73	\$362,215.55	\$344,588.65	
+Payroll Liability	\$54,311.82	\$55,321.10	\$78,651.02	\$54,403.19	\$46,341.99	\$67,335.41	\$67,855.50	\$63,324.57	\$85,524.45	\$65,164.46	\$64,836.64	
Ending Balance	\$2,445,173.36	\$3,013,355.22	\$2,887,161.24	\$2,583,412.81	\$2,389,186.28	\$2,332,869.66	\$2,159,315.02	\$2,129,657.17	\$1,890,659.16	\$1,712,257.10	\$2,757,790.71	\$0.00
-Restricted Funds	\$737,088.97	\$736,998.03	\$732,074.59	\$554,466.67	\$551,849.15	\$549,350.26	\$547,202.65	\$545,885.46	\$545,188.54	\$545,013.89	\$544,909.92	
Cash Balance	\$1,708,084.39	\$2,276,357.19	\$2,155,086.65	\$2,016,063.49	\$1,837,337.13	\$1,783,519.40	\$1,612,112.37	\$1,583,771.71	\$1,345,470.62	\$1,144,083.27	\$2,212,880.79	

FY 19

General Fund	September	October	November	December	January	February	March	April	May	June	July	August
Beginning Balance	\$3,945,456.63	\$3,787,036.96	\$4,019,487.86	\$3,442,533.93	\$3,287,444.57	\$3,164,162.95	\$3,011,589.56	\$2,824,770.91	\$2,706,161.84	\$2,331,852.76	\$2,148,498.66	\$3,077,756.17
-Payroll Liability	\$58,508.04	\$54,502.05	\$45,160.62	\$81,434.57	\$62,147.28	\$57,224.83	\$58,885.44	\$60,805.87	\$57,385.20	\$79,172.37	\$56,229.33	\$55,578.79
+Revenue	\$194,448.81	\$753,540.72	\$205,053.81	\$331,055.62	\$263,370.89	\$224,631.64	\$254,468.11	\$254,176.09	\$390,924.75	\$199,230.44	\$1,285,532.58	\$221,138.62
-Expense	\$348,787.49	\$511,748.39	\$818,281.69	\$466,857.69	\$381,730.06	\$378,865.64	\$443,207.19	\$369,364.49	\$787,021.00	\$359,641.50	\$355,624.53	\$682,820.15
+Payroll Liability	\$54,502.05	\$45,160.62	\$81,434.57	\$62,147.28	\$57,224.83	\$58,885.44	\$60,805.87	\$57,385.20	\$79,172.37	\$56,229.33	\$55,578.79	\$58,981.57
Ending Balance	\$3,787,111.96	\$4,019,487.86	\$3,442,533.93	\$3,287,444.57	\$3,164,162.95	\$3,011,589.56	\$2,824,770.91	\$2,706,161.84	\$2,331,852.76	\$2,148,498.66	\$3,077,756.17	\$2,619,477.42
-Restricted Funds	\$899,085.04	\$898,251.58	\$898,075.81	\$727,263.61	\$725,084.48	\$723,025.09	\$721,178.93	\$738,316.76	\$737,591.19	\$737,341.57	\$737,131.50	\$737,254.17
Cash Balance	\$2,888,026.92	\$3,121,236.28	\$2,544,458.12	\$2,560,180.96	\$2,439,078.47	\$2,288,564.47	\$2,103,591.98	\$1,967,845.08	\$1,594,261.57	\$1,411,157.09	\$2,340,624.67	\$1,882,223.25

Disb. \$1,116,341.37
other rev. \$274,108.71

Shelby County Monthly Investment Report

			6/30/2020	7/31/2020
	ASSETS			
GENERAL	001-1000-00-000	BU CHECKING	\$9,441.36	\$9,441.36
GENERAL	001-1001-00-000	SC PAYROLL .50% INT	\$30,143.52	\$30,622.58
GENERAL	001-1005-00-000	FF AP CLAIMS .25% INT	\$11,934.98	\$11,993.70
GENERAL	001-1100-00-000	PC TREASURER	\$2,500.00	\$2,500.00
GENERAL	001-1101-00-000	PC PROBATION	\$50.00	\$50.00
GENERAL	001-1300-00-000	BU .75% INT	\$352,282.99	\$353,158.40
GENERAL	001-1302-00-000	FF .50% INT	\$426,472.15	\$1,460,778.63
GENERAL	001-1400-00-000	FF CD MATURES 9/6/2020 1.50%	\$614,311.29	\$614,311.29
GENERAL	001-1999-00-000	DUE TO/FROM GENERAL FUND	\$35,088.76	\$36,468.83
		Totals for Fund 001:	\$1,482,225.05	\$2,519,324.79
COUNTY HEALTH	002-1100-00-000	PETTY CASH	\$135.64	\$135.64
COUNTY HEALTH	002-1200-00-000	FF .50% INT	\$71,731.87	\$213,564.17
COUNTY HEALTH	002-1300-00-000	FF .50% INT	\$30,083.05	\$30,300.30
		Totals for Fund 002:	\$101,950.56	\$244,000.11
ANIMAL CONTROL	003-1300-00-000	SC .50% INT	\$48,646.13	\$50,024.24
ANIMAL CONTROL	003-1400-00-000	SC CD MATURES 1/31/2021 1.55%	\$25,193.58	\$25,193.22
ANIMAL CONTROL	003-1402-00-000	BU CD MATURES 1/31/2021 2.50%	\$41,251.29	\$41,251.29
ANIMAL CONTROL	003-1999-00-000	DUE TO/FROM GENERAL FUND	(\$400.00)	\$0.00
		Totals for Fund 003:	\$114,691.00	\$116,468.75
AMBULANCE	004-1200-00-000	FF .50% INT	\$27,724.62	\$42,608.48
AMBULANCE	004-1400-00-000	FF CD MATURES 10/28/2020 1.60%	\$70,474.13	\$70,474.13
		Totals for Fund 004:	\$98,198.75	\$113,082.61
MENTAL HEALTH	005-1300-00-000	SC .50% INT	\$197,257.31	\$530,693.78
MENTAL HEALTH	005-1400-00-000	FF CD MATURES 2/3/2021 .50% INT	\$410,238.24	\$410,238.24
MENTAL HEALTH	005-1402-00-000	SC CD MATURES 1/25/2021 2.33%	\$411,779.98	\$414,172.03
MENTAL HEALTH	005-1403-00-000	SC CD MATURES 1/25/2022 2.53%	\$412,803.93	\$415,407.76
		Totals for Fund 005:	\$1,432,079.46	\$1,770,511.81
IMRF	006-1200-00-000	FF .50% INT	\$404,623.17	\$916,254.23
IMRF	006-1999-00-000	DUE TO/FROM GENERAL FUND	(\$35,088.76)	(\$36,383.83)
		Totals for Fund 006:	\$369,534.41	\$879,870.40
SOCIAL SECURITY	007-1200-00-000	FF .50% INT	\$47,356.71	\$217,428.25
SOCIAL SECURITY	007-1400-00-000	FF CD MATURES 10/28/2020 1.60%	\$75,507.99	\$75,507.99
		Totals for Fund 007:	\$122,864.70	\$292,936.24
INDEMNITY	008-1200-00-000	FF .50% INT	\$9,019.59	\$9,019.59
INDEMNITY	008-1400-00-000	SC CD MATURES 1/28/2021 1.55%	\$120,000.00	\$120,927.45
		Totals for Fund 008:	\$129,019.59	\$129,947.04
HEALTH INSURANCE	009-1002-00-000	BU SECTION 105	\$10,114.76	\$27,752.65
HEALTH INSURANCE	009-1203-00-000	BU SHELBY CO GROUP INS .01% INT	\$171,979.14	\$163,747.05
HEALTH INSURANCE	009-1450-00-000	PARADIGM HOLDINGS	\$46,662.00	\$46,662.00
		Totals for Fund 009:	\$228,755.90	\$238,161.70
COURT SECURITY	010-1200-00-000	FF .50% INT	\$48,115.84	\$50,901.84
		Totals for Fund 010:	\$48,115.84	\$50,901.84
COUNTY BRIDGE	011-1300-00-000	FF .50% INT	\$121,400.09	\$221,219.87
		Totals for Fund 011:	\$121,400.09	\$221,219.87
COUNTY HIGHWAY	012-1200-00-000	FF .50% INT	\$95,551.63	\$247,729.40
		Totals for Fund 012:	\$95,551.63	\$247,729.40
FASM	013-1300-00-000	SC .50% INT	\$13,224.93	\$124,040.16
		Totals for Fund 013:	\$13,224.93	\$124,040.16
COUNTY MFT	014-1300-00-000	SC .50% INT	\$609,622.32	\$837,961.55
		Totals for Fund 014:	\$609,622.32	\$837,961.55

TOURISM	015-1200-00-000	FF .50% INT Totals for Fund 015:	\$ 30 \$.30	\$6,263.82 \$6,263.82
PROBATION	016-1200-00-000	FF .50% INT	\$145,900.12	\$150,811.20
PROBATION	016-1400-00-000	FF CD MATURES 10/30/2020 2.00% INT Totals for Fund 016:	\$202,691.41 \$348,591.53	\$202,691.41 \$353,502.61
ASSIST COURT	017-1200-00-000	FF .50% INT Totals for Fund 017:	\$47,570.80 \$47,570.80	\$51,055.80 \$51,055.80
LAW LIBRARY	018-1200-00-000	FF .50% INT Totals for Fund 018:	\$6,522.55 \$6,522.55	\$7,062.55 \$7,062.55
AUTOMATION	019-1200-00-000	FF .50% INT Totals for Fund 019:	\$45,782.94 \$45,782.94	\$47,342.94 \$47,342.94
RECORDING	020-1200-00-000	FF .75% INT	\$81,955.27	\$90,821.02
RECORDING	020-1400-00-000	SC CD MATURES 1/28/2021 1.55% Totals for Fund 020:	\$102,380.97 \$184,336.24	\$103,172.25 \$193,993.27
DRUG TRAFFIC PREVENTION	021-1200-00-000	FF .50% INT Totals for Fund 021:	\$332.12 \$332.12	\$332.12 \$332.12
AIRPORT	022-1000-00-000	FF .25% INT	\$860.75	\$36,466.20
AIRPORT	022-1300-00-000	MONEY MARKETS	\$13,022.09	\$13,022.09
AIRPORT	022-1400-00-000	CERTIFICATE OF DEPOSITS Totals for Fund 022:	\$21,466.03 \$35,348.87	\$21,466.03 \$70,954.32
CEFS	023-1200-00-000	FF .50% INT Totals for Fund 023:	\$255,898.15 \$255,898.15	\$4,228.28 \$4,228.28
HOME NURSING	024-1300-00-000	SC .50% INT	\$816,049.85	\$805,230.85
HOME NURSING	024-1400-00-000	BU CD MATURES 2/4/2021 2.50%	\$257,882.87	\$257,882.87
HOME NURSING	024-1402-00-000	SC CD MATURES 2/11/2021 1.55% Totals for Fund 024:	\$102,380.96 \$1,176,313.68	\$102,380.96 \$1,165,494.68
WIC	025-1200-00-000	FF .00% INT Totals for Fund 025:	\$8,916.28 \$8,916.28	\$19,159.54 \$19,159.54
LOCAL BRIDGE	026-1300-00-000	SC .50% INT Totals for Fund 026:	\$164,681.16 \$164,681.16	\$158,847.35 \$158,847.35
TOWNSHIP BRIDGE	027-1200-00-000	FF .50% INT Totals for Fund 027:	\$20,934.32 \$20,934.32	\$15,760.91 \$15,760.91
TOWNSHIP CONTRUCTION	028-1000-00-000	BU CHECKING Totals for Fund 028:	\$0.24 \$0.24	\$60.74 \$60.74
TOWNSHIP MFT	029-1300-00-000	SC .50% INT Totals for Fund 029:	\$2,828,758.12 \$2,828,758.12	\$3,536,398.11 \$3,536,398.11
COUNTY JAIL MEDICAL COST	030-1200-00-000	FF .50% INT Totals for Fund 030:	\$1,916.09 \$1,916.09	\$2,061.09 \$2,061.09
MINOR UNKNOWN HEIRS	032-1200-00-000	FF .50% INT	\$601.30	\$601.30
MINOR UNKNOWN HEIRS	032-1400-00-000	FF CD MATURES 3/29/2021 .75% Totals for Fund 032:	\$44,235.09 \$44,836.39	\$44,235.09 \$44,836.39
PUBLIC DEFENDER RECORDS AUTO	033-1200-00-000	FF .75% INT Totals for Fund 033:	\$159.57 \$159.57	\$177.57 \$177.57
SHOP WITH A COP	034-1200-00-000	FF .50% INT Totals for Fund 034:	\$4,916.98 \$4,916.98	\$4,916.98 \$4,916.98
PROBATION DRUG TESTING	037-1200-00-000	FF .50% INT Totals for Fund 037:	\$14,154.78 \$14,154.78	\$13,829.78 \$13,829.78

DRAINAGE	039-1000-00-000	FF .25% INT	\$1,000.68	\$1,000.89
DRAINAGE	039-1200-00-000	FF .50% INT	\$121,901.81	\$186,743.47
DRAINAGE	039-1400-00-000	FF CD MATURES 9/23/2020 1.50%	\$203,100.00	\$203,100.33
DRAINAGE	039-1402-00-000	FF CD MATURES 3/29/2021 .75%	\$102,879.09	\$102,879.09
		Totals for Fund 039:	\$428,882.04	\$493,723.78
DOCUMENT STORAGE	040-1200-00-000	FF .50% INT	\$103,163.98	\$104,843.98
		Totals for Fund 040:	\$103,163.98	\$104,843.98
MISC COUNTY HEALTH	043-1200-00-000	FF .50% INT	\$318,901.81	\$323,582.47
		Totals for Fund 043:	\$318,901.81	\$323,582.47
VICTIM IMPACT PANEL	046-1200-00-000	FF .50% INT	\$15,019.62	\$15,144.62
		Totals for Fund 046:	\$15,019.62	\$15,144.62
STATE'S ATTORNEY FORFEITED	047-1200-00-000	FF .50% INT	\$1,137.38	\$1,137.38
		Totals for Fund 047:	\$1,137.38	\$1,137.38
RESCUE SQUAD DIVE TEAM	050-1200-00-000	FF .50% INT	\$10,023.79	\$6,063.22
		Totals for Fund 050:	\$10,023.79	\$6,063.22
DUI EQUIPMENT	051-1200-00-000	FF .50% INT	\$30,653.06	\$30,653.06
		Totals for Fund 051:	\$30,653.06	\$30,653.06
GIS	052-1200-00-000	FF .50% INT	\$238,203.15	\$243,702.15
GIS	052-1400-00-000	SC CD MATURES 1/28/2021 1.55%	\$204,761.93	\$206,344.49
		Totals for Fund 052:	\$442,965.08	\$450,046.64
CAPITAL IMPROVEMENT	054-1300-00-000	FF .25% INT	\$1,276.15	\$1,276.42
		Totals for Fund 054:	\$1,276.15	\$1,276.42
PET POPULATION	055-1000-00-000	SC .50% INT	\$18,130.83	\$19,333.59
PET POPULATION	055-1400-00-000	SC CD MATURES 1/31/2021 1.55%	\$20,000.00	\$20,154.58
PET POPULATION	055-1999-00-000	DUE TO/FROM GENERAL FUND	\$400.00	(\$85.00)
		Totals for Fund 055:	\$38,530.83	\$39,403.17
EMA SPECIAL	056-1300-00-000	SC .50% INT	\$15,348.26	\$15,354.76
		Totals for Fund 056:	\$15,348.26	\$15,354.76
STATE'S ATTORNEY AUTOMATION	057-1200-00-000	FF .50% INT	\$5,640.06	\$5,674.06
		Totals for Fund 057:	\$5,640.06	\$5,674.06
DRUG COURT	058-1200-00-000	FF .50% INT	\$20,924.72	\$21,402.97
		Totals for Fund 058:	\$20,924.72	\$21,402.97
TAX SALE AUTOMATION	060-1200-00-000	FF .50% INT	\$8,445.05	\$8,492.05
		Totals for Fund 060:	\$8,445.05	\$8,492.05
MISC STATE GRANT PROGRAM	061-1300-00-000	SC .44% INT	\$27.76	\$27.77
		Totals for Fund 061:	\$27.76	\$27.77
RESCUE SQUAD	062-1200-00-000	FF .50% INT	\$8,253.55	\$14,003.55
		Totals for Fund 062:	\$8,253.55	\$14,003.55
CORONER SPECIAL FUND	063-1200-00-000	FF .50% INT	\$25,728.27	\$25,878.27
		Totals for Fund 063:	\$25,728.27	\$25,878.27
SOLID WASTE FUND	064-1200-00-000	FF .75% INT	\$881.25	\$881.25
		Totals for Fund 064:	\$881.25	\$881.25
SALE IN ERROR	065-1200-00-000	FF .75% INT	\$6,256.96	\$6,256.96
		Totals for Fund 065:	\$6,256.96	\$6,256.96
		Total	\$11,644,878.96	\$15,046,281.50
		Total ASSETS	\$11,644,878.96	\$15,046,281.50

LIABILITIES AND FUND BALANCE

LIABILITIES

GENERAL	001-2001-00-000	ACCOUNTS PAYABLE CLEARING	7.00	(\$6.23)
GENERAL	001-2002-00-000	PAYROLL CLEARING	\$65,164.46	\$64,842.87
		Totals for Fund 001:	(\$65,164.46)	(\$64,836.64)
		TOTAL LIABILITIES	\$65,164.46	\$64,836.64
		TOTAL LIABILITIES AND FUND BALANCE	\$65,164.46	\$64,836.64

SHELBY COUNTY STATE BANK	\$ 7,516,287.48
BUSEYBANK	\$ 853,294.36
FIRST FEDERAL S & L	\$ 6,592,863.90

Shelby County Collector Balance Sheet County Collector Accounts

Assets

			7/31/2020
100-1001-001	SHELBY COUNTY STATE BANK .50% INT	\$215.11	\$507.50
100-1203-003	1ST NATL BANK OF ASSUMPTION	\$89,158.71	\$160.33
100-1205-005	COMMUNITY BANKS OF SHELBY COUNTY	\$549,819.45	\$8,650.63
100-1210-010	SCSB-STRASBURG .29% INT	\$548,574.67	\$7,492.53
100-1215-015	BUSEYBANK-TAX TRUST .01% INT	\$10,790.53	\$10,790.53
100-1301-001	SHELBY COUNTY STATE BANK .49% INT	\$8,138,087.57	\$543,140.60
100-1302-002	BUSEYBANK 1.05% INT	\$679,037.09	\$6,003.89
100-1304-004	FIRST NATL BANK OF NOKOMIS-MOWEAQUA .04% INT	\$561,024.17	\$14,062.13
100-1306-006	SCSB-FINDLAY .48% INT	\$435,197.18	\$10,011.58
100-1307-007	FIRST NATL BANK OF PANA .06% INT	\$474,430.95	\$323.32
100-1308-008	PEOPLES BANK & TRUST-PANA	\$266,308.50	\$2,682.70
100-1309-009	1ST NATL BANK OF WATERLOO-STEWARDSON .18% INT	\$508,238.35	\$1,711.83
100-1311-011	SCSB-WINDSOR .48% INT	\$531,525.17	\$29,468.70
100-1312-012	DEWITT SAVINGS BANK-MOWEAQUA .03% INT	\$213,310.68	\$5,073.97
100-1313-013	FIRST FEDERAL S & L .15% INT	\$2,806,366.12	\$207,119.50
100-1316-016	TSB-TEUTOPOLIS STATE BANK-SIGEL .22% INT	\$334,326.96	\$7,228.21
100-1317-017	BANK OF HILLSBORO-PANA .06% INT	\$52,227.83	\$3,678.46
100-1318-018	SCSB-MOWEAQUA .51% INT	\$393,014.39	\$3,127.55
100-1413-013	FF CD MATURES 9/4/2020 1.50% INT	\$50,431.29	\$50,431.29
100-1414-013	FF CD MATURES 7/27/2020 1.01% INT	\$14,024.81	\$0.00
100-1415-013	FF CD MATURES 7/21/2020 .75% INT	\$1,800,000.00	\$0.00
100-1416-013	FF CD MATURES 7/21/2020 .75% INT	\$1,500,832.32	\$0.00
Total Assets		\$19,957,641.85	\$911,665.25

Liabilities and Fund Balance

Fund Balance

100-3000-000	Fund Balance--	\$19,957,728.25	\$911,751.65
Total Fund Balance		\$19,957,728.25	\$911,751.65

Total Liabilities and Fund Balance

\$19,957,728.25	\$911,751.65
------------------------	---------------------

BEGINNING BALANCE WITH CURRENT YEAR ADJUSTMENTS

\$3,751,809.60	\$3,751,809.60
----------------	----------------

NET SURPLUS(DEFICIT)

\$16,205,918.65	(\$2,840,057.95)
-----------------	------------------

ENDING FUND BALANCE

\$19,957,728.25	\$911,751.65
------------------------	---------------------

1. Sheriff:

Add \$5,000 to 001-5410-12-032 equipment purchase- new line item total \$12,000; add \$32,000 to 001-6210-12-032 food for prisoners – new line item total \$55,000; add \$18,000 to 001-7440-12-032 building maintenance – new line item total \$28,000; new budget total - \$2,028,993

2. ROE:

Add \$791.12 to 001-8705-12-006 Co share of Reg Supt Office – new line item total \$44,355.12; new budget total \$44,355.12

3. Coroner:

Add \$21,500 to 001-5730-12-005 Autopsy Expense – new line item total \$35,000; add \$3,000 to 001-5740-01-005 transportation of remains – new line item total \$3,000; new budget total \$104,790.

4. Court Security:

Add \$640.00 to 001-5060-01-031 Court Security – new line item total \$640: new budget total \$640

5. Probation:

Add \$27,233 to 001-5005-01-011 Pre-Trial Probation Officer (100% funded position created mid-year) – new line item total \$27,233; new budget total - \$180,866.

6. Indemnity: (Special Fund)

Add \$984.78 to 008-6805-12-021 Indemnity Fund (created on recommendation of County Auditor) – new line item total - \$984.78; new budget total \$984.78 (Fund reserves = 129,019.59)

7. Sale in Error: (Special Fund)

Add \$608.38 to 065-6875-12-059 Sale in Error –new line item total \$608.38: new budget total \$608.38 (Fund reserves = 6,256.96)

8. Shop with a Cop: (Special Fund)

Add \$8,051.63 to 034-7100-12-060 Shop with a Cop - new line item total \$8,051.63: new budget total \$8,051.63 (New line item created, funds already paid, current reserves = 4,916.48)

9. 9-1-1 Emergency:

Add \$16,500 to 001-6810-12-037 911 Expense – new line item total \$46,500: new budget total - \$46,500

10. Community Services: (Special Fund)

Add \$276,000 (Mental Health reserves as of 6/30/2020 total \$1,432,079.46) to 005-7903-12-025 Shelby County Community Services – line item total \$656,000; add \$14,000 to 005-7907-12-025 Group Home – new line item total \$14,000; new budget total \$882,000

11. Rescue Squad Dive Team Donations: (Special Fund)

Add \$3,683 (Donation reserve funds total as of 6/30/20 was \$14,000) to 062-5445-12-056 Rescue Squad Purchase Donations – new line item total \$8,683; new budget total \$8,683

12. Rescue Squad:

Add \$1,500 to 001-7422-12-033 Rescue Squad Equipment and Maintenance –new line item total \$13,500 new budget total - \$31,000

13. Probation Drug Testing: (Special Fund):

Add \$2,000 to 037-5690-12-039 Probation Drug Testing – new line item total \$7,500; new budget total \$7,500 (Special fund reserves = 14,154.78)

14. Airport:

Add \$60,000 to 022-5455-12-023 Capital Improvement – new line item total \$60,000; new budget total \$250,500

15. Items not separately budgeted:

Add \$125,000 to 006-5100-01-029 County Contribution IMRF – new line item total \$925,000; new budget total \$2,579,750

Statement of Proposed Amendment

For the Fiscal Year of

September 1, 2019 through August 31, 2020

032-EQUIPMENT PURCHASE

001-5410-12-032 \$ 5,000.00

032-FOOD FOR PRISONERS

001-6210-12-032 \$32,000.00

032-BUILDING MAINT & REPAIRS

001-7440-12-032 \$18,000.00

037-911 EXPENSE

001-6810-12-037 \$16,500.00

Respectfully Submitted by

Don Koonce
Sheriff of Shelby County

FILED
JUL 21 2020

Jessie Cox
SHELBY COUNTY CLERK

GSI	Heat Exchanger	\$1,950
CRA	Remodel bathroom to accommodate those in wheelchairs; adding a shower mat station	\$14,700
Plaza	Pitch Roof	\$154,500
CRA/Bogard	Compliance with new fire mandate – Sprinklers	\$20,000
Main	Safety Fence	\$2,450
Greenhouse	Box Truck with lift	\$66,500
CILA	10 passenger van (2)	\$80,000
Maintenance	Used work truck with utility boxes and snow blower	\$25,000
DT	Extend Gravel DT parking lot	\$4,500
Main	Extend Main parking lot	\$20,000
SCCS	Minimum wage (impact per year)	\$340,000
		\$729,600

Office of
Shelby County Coroner
 Shelby County Courthouse
 Shelbyville, Illinois 62565

FILED
 JUL 20 2020

Jessie Fox
 SHELBY COUNTY CLERK

Amended Budget
 2019 - 2020

001-5000-01-005	Office Holder	\$29,090.00
001-5015-01-005	Chief Deputies	14,000.00
001-5042-01-005	Deputy Coroners	4,000.00
001-5710-12-005	Transcripts - Inquests	500.00
001-5720-12-005	Coroners Jurors	400.00
001-5730-12-005	Autopsy Expense	35,000.00
001-5735-12-005	Death Scene Med. Ex.	2,000.00
001-5740-01-005	Transportation of Remains	3,000.00
001-5740-12-005	Transportation of Remains	15,000.00
001-5750-12-005	Continuing Education	750.00
001-7000-12-005	Office Supplies	800.00
001-7005-12-005	Office Space	2,500.00
001-7600-12-005	Mileage	1,100.00
001-7620-12-005	Travel and Lodging	700.00
001-7810-12-005	Telephone	2,500.00
001-9900-12-005	Contingency	1,000.00

Total Expenses **\$112,340.00**

063-7120-12-057	Equipment Purchase	\$2,000.00
063-7130-12-057	Death Cert. Surcharge Fund	7,500.00

Total **\$9,500.00**
 33

Shelby County Probation Department
Fourth Judicial Circuit
Shelby County Courthouse, Shelbyville, Illinois 62565
Tel: 217-774-2412 Fax: 217-774-2533
Email: probation@shelbycounty-il.com

Probation Officer: Heather Wade
Pre-Trial Officer: Amelia Ohnesorge
Public Service Work Coordinator: Teresa Bauer
Intake and Transfer Specialist: Angie Durbin

July 23, 2020

RE: Amended Probation Budget 2019-2020

Members of the Budget Committee & Clerk Fox

Please amend the Shelby County Probation budget as follows:

011- Probation


001-5005-01-011	Pre-Trial Probation Officer	\$27,233.00
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039- Drug Testing

037-5690-12-039	Drug Testing	\$7500.00
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The Pre-Trial Probation Officer position was filled on December 2, 2020. This position is fully funded by the Administrative Office of the Illinois Courts and was approved by the Shelby County Board.

Sincerely,


Heather J. Wade
Shelby County Probation Officer

PROPOSED SHELBY COUNTY FISCAL YEAR 2020- 2021 BUDGET WORKSHEET				
prepared for August 12, 2020 County Board meeting				
	Dept. & # empl/insured	General Funds	Special Funds	Fund Totals
002	County Clerk 4	\$397,740.00		\$397,740.00
003	Circuit Clerk 5	\$259,107.00		\$259,107.00
004	Treasurer 3	\$177,650.00		\$177,650.00
005	Coroner	\$107,840.00		\$107,840.00
006	Supt. of Schools	\$44,600.00		\$44,600.00
007	States Attorney 4	\$331,890.00		\$331,890.00
008	County Highway 12		\$1,872,907.00	\$1,872,907.00
009	Supv of Assessments 4	\$167,630.00		\$167,630.00
010	Farmland Assessments	\$150.00		\$150.00
011	Probation 5	\$206,528.00		\$206,528.00
012	Animal Control 2	\$82,000.00		\$82,000.00
013	EMA 1	\$37,495.00		\$37,495.00
014	County Farm	\$8,000.00		\$8,000.00
015	Circuit Judge	\$11,000.00		\$11,000.00
016	Sheriffs Dep. Merit Com	\$5,753.00		\$5,753.00
017	Board of Review	\$36,150.00		\$36,150.00
018	County Planning	\$1,950.00		\$1,950.00
019	Zoning BOA	\$2,200.00		\$2,200.00
020	Zoning Administrator	\$21,400.00		\$21,400.00
021	Indemnity		\$1,500.00	\$1,500.00
022	Cooperative Extension		\$73,333.00	\$73,333.00
023	Airport		\$190,500.00	\$190,500.00
024	County Health 12		\$845,610.00	\$845,610.00
025	Community Services		\$642,000.00	\$642,000.00
026	Public Defender 2	\$170,793.00		\$170,793.00
028	County Board	\$62,975.00		\$62,975.00
029	Exp Not Sep Budget 1	\$925,750.00	\$1,384,950.00	\$2,310,700.00
030	Probation Fee Fund		\$49,000.00	\$49,000.00
031	Court Security		\$1,500.00	\$1,500.00
032	Sheriff 28	\$2,195,041.00		\$2,195,041.00
033	Rescue Squad	\$33,000.00		\$33,000.00
034	CEFS		\$2,500,000.00	\$2,500,000.00
035	Law Library	\$9,500.00		\$9,500.00
036	DUI Equipment		\$5,000.00	\$5,000.00
037	9-1-1 ER Telephone	\$47,000.00		\$47,000.00
038	GIS		\$70,000.00	\$70,000.00
039	Probation Drug Testing		\$7,000.00	\$7,000.00
040	Victim Impact		\$1,000.00	\$1,000.00
041	Document Storage		\$9,500.00	\$9,500.00
042	Recording		\$35,000.00	\$35,000.00
043	Capital Improvement		\$0.00	\$0.00
044	Animal Control Fee Fund		\$12,500.00	\$12,500.00
045	Assist Court Fund		\$12,500.00	\$12,500.00
046	Automation		\$30,000.00	\$30,000.00
047	Drug Traffic Prevention		\$0.00	\$0.00
048	Rescue Sq - Dive Team		\$15,000.00	\$15,000.00
049	States Attorney Forfeited		\$100.00	\$100.00
051	Courthouse Security	\$40,500.00		\$40,500.00
052	EMA Special Fund		\$5,000.00	\$5,000.00
053	Drug Court Fund		\$5,000.00	\$5,000.00
054	PCOM		\$11,050.00	\$11,050.00
055	Tax Sale Automation		\$1,800.00	\$1,800.00
056	RS Purchase Equip		\$5,000.00	\$5,000.00
057	Coroner's Fee Fund		\$5,000.00	\$5,000.00
058	Inmate Medical Fund		\$1,500.00	\$1,500.00
059	Sale in Error		\$1,200.00	\$1,200.00
060	Shop with a Cop		\$5,000.00	\$5,000.00
	Budget G/F	\$5,383,642.00	Budget S/F \$7,799,450.00	Total \$ 13,183,092.00
	Revenue G/F	\$4,417,730.00	Revenue S/F \$7,757,123.00	\$12,174,853.00
	G/F Bud/Rev Diff	\$965,912.00	S/F Bud/Rev Diff \$42,327.00	Total \$1,008,239.00

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED

RESOLUTION _____

PETITION _____ X _____

AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[REDACTED SIGNATURE]

STATE OF ILLINOIS,

County of Shelby } ss.
Road District of Oconee }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Oconee in said County, would respectfully represent that a culvert needs to be replaced over the tributary to Marney Creek where the same is crossed by the highway TR 331 at a point near SW 1/4; SE 1/4 of Section 14; R1E; T10N; 3rd PM

in said Road District, for which said work the Road District of Oconee is responsible; and the cost of which work will be seven thousand Dollars, which sum will be more than .02 per cent 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 the "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 of the amount required.

Dated at Shelbyville, this 10th day of August 2020


Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.
Road District of Oconee }

I, the undersigned Highway Commissioner of the Road District of Oconee County aforesaid, hereby state that I have made a careful estimate of the probable cost of the
(Here state the description of the work asked for.)

Pipe Culvert - 5000

Labor, Equip, Mat'l - 2000

7000

10' x 60'

and I do estimate that the probable cost of the same will be seven thousand Dollars.

Witness my hand, this 10th day of August 2020


Highway Commissioner.

ST. OF ILLINOIS,
County of Shelby } ss.
Road District of Oconee }

Ron Smith Highway Commissioner of said Road District of
Oconee being duly sworn, on oath says that

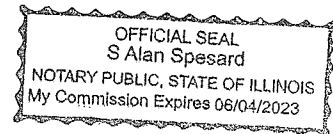
seven thousand Dollars mentioned in the estimate to which this
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose
required.

[Redacted Signature]

Highway Commissioner.

Subscribed and sworn to before me, this 10th day of August, 2020

[Redacted Signature]



TO AID TO BUILD
CULVERT OR
DUCTURE
CT OF
ILINOIS

day of
County Clerk.
ngfield, Illinois.



TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED

RESOLUTION _____

PETITION X _____

AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

STATE OF ILLINOIS,

County of Shelby } ss.
Road District of Ridge }


To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Ridge in said County, would respectfully represent that a box culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR160 at a point near SE 1/4 NE 1/4 of Section 21; R3E; T11N; 3rd PM

in said Road District, for which said work the Road District of Ridge is responsible; and the cost of which work will be five thousand Dollars, which sum will be more than .02 per cent 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 the "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 of the amount required.

Dated at Shelbyville, this 10th day of August 2020


Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.
Road District of Ridge }

I, the undersigned Highway Commissioner of the Road District of Ridge County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Pipe Culvert - 3000


Labor, Equip, Mat'l - 2000

\$5000

2 - 49" x 33" x 30'

and I do estimate that the probable cost of the same will be five thousand Dollars.

Witness my hand, this 10th day of August 2020


Highway Commissioner.

STATE OF ILLINOIS,
County of Shelby } ss.
Road District of Ridge

Brian Eversole Highway Commissioner of said Road District of
Ridge being duly sworn, on oath says that

five thousand Dollars mentioned in the estimate to which this
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose
required.

[REDACTED] Commissioner.

Subscribed and sworn to before me, this 10th day of August, 2020

[REDACTED]

OFFICIAL SEAL
S Alan Spesard
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/04/2023

TO AID TO BUILD
CULVERT OR
DUCTURE
[CT OF
ILINOIS

day of
County Clerk.
ngfield, Illinois.



Agreement
GIS-Townships
Culvert
Assessment

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED

RESOLUTION _____

PETITION _____

AGREEMENT X

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[Redacted signature block]

INTER-GOVERNMENTAL AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
COUNTY OF SHELBY**

The Illinois Department of Transportation (Grantor) with its principal office
2300 S. Dirksen Parkway, Springfield, IL 62764
and County of Shelby (Grantee) with its principal
315 E. Main St., Shelbyville, IL 62565
and payment address (if different than principal office) at Same
hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation
Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 968785704 is Grantee's correct DUNS number, 376002119 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

County of Shelby

By: _____

Signature of Holly Bieneman, Bureau Chief Designee, Director OPP

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of Phil Kaufmann, Chief Counsel

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of Joanne Woodworth, Acting Chief Financial Officer

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of Omer Osman, P.E., Acting Secretary of Transportation

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of Fourth Other Approver's Name and Title

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: Bruce Cannon

Printed Title: County Board Chairman

Email: shelbycohwy@consolidated.net

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

Email: _____

ARTICLE III

DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 III. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Award" has the same meaning as in 44 III. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 III. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 III. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 III. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 III. Admin. Code Part 7000.

ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

ARTICLE VI BUDGET

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2 Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award.. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1 **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1 **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *a/so* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(b) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.3 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4 Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

ARTICLE XVIII
NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL ORGANIZATION

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1 Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

EXHIBIT A
PROJECT DESCRIPTION

CSFA Number

494-00-1439

NOSA/SAIN Number

1439-17562

GATA Registration Number

678979

The project will consist of collecting the size, type, condition and Global Positioning System (GPS) location of the existing cross road culverts located within Shelby County. This information will be incorporated into the County's Geographic Information System (GIS), where it will be used by the county and townships to program the replacement of culverts ensuring a safe and continuous flow of the transportation system avoiding unknown interruptions.

EXHIBIT C PAYMENT

Grantee shall receive \$72,000.00 under this agreement.

Enter specific terms of agreement here:

Federal Funds: \$72,000.00
State match Funds: \$0.00
Grantee Local match: \$18,000.00

This agreement is for the term of 12/01/19-06/30/21. The Grantee shall receive \$72,000.00 in Federal funds under this agreement. The period of performance is 12/01/20-06/30/21. However, IDOT will obligate this agreement on a state fiscal year basis as outlined below for the period of performance:

FY 2020 \$90,000.00 (Federal: \$72,000.00 and Local match: \$18,000.00)
FY 2021 \$0.00

Total invoices received cannot exceed the total agreement amount of \$72,000 during the Agreement term.

I. Invoices. Part One

Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/ Responsibilities in Exhibit A, Project Description. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for work completed, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee must submit invoices for allowable expenditures to the Grantor's Operations Manager and Budget Assistant(s) in order to receive reimbursement.

a. Any invoices/bills issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Finance Team at:

Illinois Department of Transportation
Office of Planning and Programming
Attn: Finance Team
2300 S. Dirksen Parkway, Room 318
Springfield, IL 62764
Email: DOT.OPP.Finance@illinois.gov

II. All invoices shall be signed by an authorized representative of the Grantee.

a. The invoice must include:

i. Indication of total amount of federal and matching funds expended.

ii. Cover letter to the C-13

1. States the obligation number, contract name, source of funds being requested (typically SPR(FHWA), but can be PL(FHWA), FTA(FHWA), state funds and CMAQ(FHWA).

iii. Requests for reimbursement must be requested on form C-13

iv. Back up documentation which may include payroll and expenditures must be submitted with each invoice.

v. Certification by the Grantee's finance officer of accurate expenses.

vi. Expenditure and Progress Report:

1. Percentage of work complete and amount requested per line item for invoice period.

2. Identification of expenditures by work task.

3. Progress reports are required under 23 CFR 420.117. State and federal regulations require:

a. Quarterly reports shall be submitted to the Grantor contact 30 days after end of the reporting period

b. Final reports shall be submitted to the Grantor contact 60 days after the end of the reporting period.

vii. At the end of the SFY, a Year-End Report should include a summary of work completed and list all deliverables that were completed.

**EXHIBIT D
CONTACT INFORMATION**

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Barbara Clauser
 Title: Database Management Specialist
 Address: 2300 S. Dirksen Parkway, Room 311, Springfield, IL 62764
 Phone: 217-755-2266
 TTY#: N/A
 Fax#: N/A
 Email Address: barb.clauser@illinois.gov

GRANTEE CONTACT

Name: Alan Spesard
 Title: County Engineer
 Address: 315 E. Main St., Shelbyville, IL 62565
 Phone: 217-774-2721
 TTY#: _____
 Fax#: _____
 Email Address: shelbycohwy@consolidated.net

Additional Information:

None Identified

EXHIBIT F
PERFORMANCE STANDARDS

The Grantee shall:

- 1) Submit accurate and timely invoices at minimum quarterly.
- 2) Promptly respond to inquiries by Grantor.
- 3) Provide a copy of the final products within 60 calendar days of the conclusion of this Agreement.
- 4) Completion of the BOBS2832 form quarterly and final.
- 5) Public accessible documentation of technical and policy committee meetings material.

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Federal regulations. Conditions may be removed upon request after one year from the implementation of corrective action.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$3,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

at 21.7, the Grantee assures that it will comply with all requirements of 49 CFR Part 21, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the Grantee assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
 2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT. Upon request by U.S. DOT, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements.
 3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
 4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
 5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
 6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT may request.
- Control of Property. The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, and all other applicable Federal requirements.

Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 2 CFR Part 200, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 2 CFR Part 200, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 200 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.

Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Procurement Compliance Certification. The Grantee certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and requirements, as amended and revised. The Grantee certifies that it will include in its contracts financed in whole or in part with U.S. DOT or FHWA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with U.S. DOT or FHWA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. Grantee assures it will comply with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and other federal requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Grantee assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

Davis-Bacon Act. To the extent applicable, the Grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted subagreements.

Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF 424E and SF 424D).

As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law

produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

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

Third Party Disputes Or Breaches. The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FHWA or U.S. DOT and the Grantor of any current or prospective major dispute pertaining to a third party contract. If the Grantee seeks to name the Grantor as a party to the litigation, the Grantee agrees to inform both FHWA or U.S. DOT and the Grantor before doing so. The Grantor retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Grantor, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FHWA's or the Grantor's immunity to suit.

Fly America. Grantee will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138342, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

Preference for Recycled Products. To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation
Organization Name: Shelby, County of
Data Universal Number System (DUNS) Number (enter numbers only): 968785704
Catalog of State Financial Assistance (CSFA) Number: 494-00-1439 CSFA Short Description: Statewide Planning & Research Funds
Section A: State of Illinois Funds Fiscal Year: 20
Notice of Funding Opportunity (NOFO) Number: 1439-1040

REVENUES		Total Revenue
State of Illinois Grant Requested		\$ 72,000.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$ 72,000.00
7. Consultant (Professional Service)	200.459	\$
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 72,000.00
17. Total Indirect Costs	200.414	\$
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)		\$ 72,000.00
MUST EQUAL REVENUE TOTALS ABOVE		

Instructions
found at end of
document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Shelby, County of
Section B: Non-State of Illinois Funds

Fiscal Year: 20

NOFO Number: 1439-1040

REVENUES		Total Revenue	
Positive Match Requirement %:	(Agency to Populate)		
b) Cash		\$	
c) Non-Cash		\$	18,000.00
d) other Funding and Contributions		\$	0.00
Total Non-State Funds (find b through d)		\$	18,000.00
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)		200.430	\$
2. Fringe Benefits		200.431	\$
3. Travel		200.474	\$
4. Equipment		200.439	\$
5. Supplies		200.94	\$
6. Contractual Services and Subgrants		200.318 & 200.92	\$
7. Consultant (Professional Services)		200.459	\$
8. Construction			\$
9. Occupancy (Rent and Utilities)		200.465	\$
10. Research and Development (R&D)		200.87	\$
11. Telecommunications			\$
12. Training and Education		200.472	\$
13. Direct Administrative Costs		200.413 (c)	\$
14. Miscellaneous Costs			\$
15. A. Grant Exclusive Line Items)			\$
15. B. Grant Exclusive Line Item(s)			\$
16. Total Direct Costs (add lines 1-15)		200.413	\$
17. Total Indirect Costs		200.414	\$
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17)		\$	18,000.00
MUST EQUAL REVENUE TOTALS ABOVE			



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.
4-digit extension if applicable:

Sub-recipient DUNS: 968785704

Sub-recipient Parent Company DUNS:

Sub-recipient Name: Shelby, County of

Sub-recipient DBA Name: Shelby, County of

Sub-recipient Street Address: 1590 State Highway 16

City: Shelbyville

State: IL

Zip-Code: 62565

Congressional District: 15

Sub-recipient Principal Place of Performance: 1590 State Highway 16

City: Shelbyville

State: IL

Zip-Code: 62565

Congressional District: 15

Contract Number (if known):

Award Amount:

\$72,000.00

Project Period: From:

09-01-2019

Project Period: To:

08-31-2020

State of Illinois Awarding Agency and Project Detail Description:

The proposed project consists of collecting the size, type, condition and GPS location of the existing cross road culverts located within Shelby County. This information will then be incorporated into the County's GIS, where it can be used by the County and Townships to program the replacement of culverts at the right time ensuring a safe and continuous flow of the transportation system. The awarding authority is the Illinois Department of Transportation.

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐

If Yes, must answer Q2 below.

No ☒

If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☒

No ☐

If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

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Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. Delete: Organization's own capitalization level for classification of equipment can be used. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
				Add	Delete
		State Total			
		Non-State Total			
		Total Equipment			
Equipment Narrative (State):					
Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")					



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

6) Contractual Services (2 CFR 200.316) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows	
Data Collection and GIS Services	\$72,000.00	Add	
		Delete	
	\$72,000.00		
Data Collection and GIS Services	\$18,000.00	Add	
		Delete	
	\$18,000.00		
Non-State Total	\$18,000.00		
Total Contractual Services	\$90,000.00		

Contractual Services Narrative (State):
Professional services will be procured by the Quality Based Selection process required by federal law. The work involves Collecting Size, Type, Condition and GPS locations of existing township culverts in Shelby County and compile information in GIS format for asset management.
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")
Professional services will be procured by the Quality Based Selection Process required by federal law. The work involves Collecting Size, Type, Condition and GPS locations of existing township culverts in Shelby County and compile information in GIS format for asset management.

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add
			Delete
	State Total		
			Add
			Delete
	Non-State Total		
	Total Construction		

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
NON-State Total						
Total Training and Education						
Training and Education Narrative (State):						
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

16b. Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
			\$0.00	Add Delete
State Total			\$0.00	
			\$0.00	Add Delete
Non-State Total			\$0.00	
Total Indirect Costs			\$0.00	
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Shelby, County of
Data Universal Number System (DUNS) Number (enter numbers only): 968785704

Notice of Funding
Opportunity (NOFO) Number: 1439-1040

Catalog of State Financial Assistance (CSFA) Number: 194-00-1439 CSFA Short Description: Statewide Planning & Research Funds

Fiscal Year(s): 2020

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: \$90,000

Program Approval Name
BARBARA CLAUSER

Program Approval Signature
[Redacted Signature]

Date
10-23-19

Fiscal & Administrative Approval Name
Eric Bolinger

Fiscal & Administrative Approval Signature
[Redacted Signature]

Date
10/23/2019

Budget Revision Approved: _____

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

§200.203 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Streamlined Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Shelby County Highway

From: "Clauser, Barb K" <Barb.Clauser@illinois.gov>
Date: Monday, July 27, 2020 1:53 PM
To: <shelbycohwy@consolidated.net>
Cc: "Clauser, Barb K" <Barb.Clauser@illinois.gov>
Attach: FW_20-1439-17562 Agreement for Execution.eml
Subject: Shelby County Initiative (HPR-66-035-20)

Good afternoon: I was just following up on your agreement for the Shelby County Initiative as we have not received your signed agreement. The last communication is attached along with your agreement for signature. Please see the updated signature guidelines listed below.

*Please remind the Grantee that they can now email in the executed signature page only for agreements; they no longer have to email or mail the entire agreement/amendment.
They will still need to retain their wet signature copy for potential auditing purposes.*

Should you have any questions, please let me know.

Thank you!

Barbara K. Clauser | Mapping & Information Systems | Illinois Department of Transportation | 2300 South Dirksen Parkway | Springfield, IL 62764 | ☎: 217.785.2266 | ✉: barb.clauser@illinois.gov

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Ash Grove - will let us know
 Big Spring - will let us know
 Clarksburg - No
 Yes - Cold Spring
 Dry Point - No
 Flat Branch - will let us know
 Henrich - will let us know
 Holland - NO
 Lakewood - NO
 Yes - Moweaqua
 Orono - NO
 Okaw - will let us know
 Penn - NO
 Pickaway - will let us know
 Prairie - NO
 Richland - NO
 Ridge - will let us know
 Rose - NO
 Rural - NO
 Yes - Shelbyville
 Sigel - will let us know
 Yes - Todds Point
 Tower Hill - NO
 Windsor - will let us know

Rhutasel
Release of Liability
19-17120-0013R
18-01127/02121-0013R

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED

RESOLUTION

X

PETITION

AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



RHUTASEL and ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS

Shelby County Resolution 2020-26

ACKNOWLEDGEMENT OF RECEIPT OF CLIENT FILE AND RELEASE OF LIABILITY

Aug. 4, 2020

Mr. S. Alan Spesard, P.E.
Shelby County Highway Department
1590 State Highway 16
Shelbyville, IL 625565

**Re: TR 271A Bridge over Drake Creek Branch – Section 18-01127-00-BR & 18-02121
RAAAI #53818 - Agreement dated Jan. 9, 2019**

**TR 130 Bridge over Tributary to Mud Creek – Section 19-17120-00-BR
RAAAI #54119 - Agreement dated Nov. 13, 2019**

Dear Mr. Spesard:



Due to circumstances beyond our control Rhutasel and Associates, Inc. is unable to complete the previously contracted work. Rhutasel and Associates, Inc. has completed a percentage of the agreed upon work as noted in the file.

Rhutasel and Associates, Inc. are providing you with the sole copy of said file. Furthermore, Rhutasel and Associates, Inc. agrees to release you from all further obligations under this contract.

In consideration of receipt and acknowledgement of receipt of said file and Rhutasel and Associates, Inc.'s release of your obligations under the aforementioned contract; you agree that Rhutasel and Associates, Inc. retains the right to be compensated for the work it has already preformed under said contract, and you further agree to release Rhutasel and Associates, Inc. from any further obligations under the aforementioned contract. Additionally, you agree and acknowledge that Rhutasel and Associates, Inc. will not retain any copies of said file. Furthermore, upon acceptance of said file you release, indemnify, and hold harmless Rhutasel and Associates, Inc. of liability relating to any failure by Rhutasel and Associates, Inc. to maintain a copy of said file.

Please find attached with this letter a complete copy of your entire engineering/inspection file held by Rhutasel and Associates, Inc.

Please sign and return this Acknowledgement of Receipt of Client File and Release of Liability to Rhutasel and Associates, Inc.



Bruce Cannon, Shelby County Board Chairman

6/12/2020
Date

Reply To:

4 Industrial Drive, P.O. Box 97
Freeburg, Illinois 62243
Phone: (618) 539-3178
Fax: (618) 539-3174
e-mail: raai.freeburg@rhutasel.net

FLAP
Support Resolution

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED

RESOLUTION

X

PETITION

AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[REDACTED]

[REDACTED]

[REDACTED]

RESOLUTION OF SUPPORT

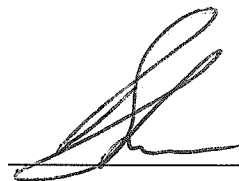
WHEREAS, the County of Shelby is applying to the Illinois Department of Transportation for a Federal Lands Access Program Grant

WHEREAS, it is necessary that an application be made and agreements entered into with the State of Illinois,

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the County apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
2. That the County Board Chairman on behalf of the County execute such documents and all other documents necessary for the carrying out of said application.
3. That the County Board Chairman is authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed this 12th day of August 2020.



Bruce Cannon,
County Board Chairman

ATTEST


Jessica Fox, County Clerk

Westervelt R.R. Co.
17-17118-DOFL

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED

RESOLUTION X

PETITION _____

AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

RESOLUTION

2020-28

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for the Westervelt Railroad Crossing located ¼ Miles West of Westervelt, Illinois, which will consist of the Reconstruction of an Existing Railroad Crossing Approach with an Aggregate Base and an A-3 Surface, Section 17-17118-00-FL, to Brad Agney Backhoe Service based on their low bid submitted at a letting held July 20, 2020, of \$ 228,939.00.

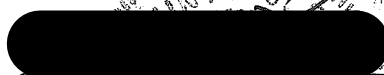


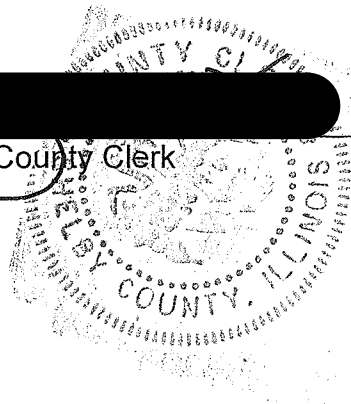

Bruce Cannon
Shelby County Board Chairman

STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

I, Jessica Fox County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Shelby County at its regular meeting held in Shelbyville, Illinois on August 12, 2020.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 12th day of August, 2020 A.D.



County Clerk


FISCAL YEAR 2020 – 2021 LIQUOR LICENSES ISSUED TO:

2020-01	OAK TERRACE Beyers Lake Estates, Inc. 100 Beyers Road Pana, IL. 62557 539-4477	OCONEE TOWNSHIP - \$600 Class Three Resort License
2020-02 2020-03	VAHLING VINEYARDS Dennis Vahling 2683 County Hwy 6 Stewardson, IL 62463 682-5409	PRAIRIE TOWNSHIP- \$1000 Class Four Wine-Maker License Class Seven Banquet Hall License
2020-04	TWILIGHT DISTILLERY, LLC Brenda Vahling 2685 E County Hwy 6 Stewardson, IL 62463	PRAIRIE TOWNSHIP - \$500 Class Eight Craft Distillers License
2020-05 2020-06	CASTAWAYS AT COON CREEK, LLC Robert and Lora Taira 1643 County Hwy 42 Shelbyville, IL 62565 217-454-4267	OKAW TOWNSHIP - \$1000 Class One Beer License Class Five Restaurant – B
2020-07	RODEMS GOLF MANAGEMENT d/b/a Eagle Creek Golf Course 2341 Eagle Creek Road Findlay, IL 62534-4138 217-756-5550	OKAW TOWNSHIP - \$600 Class Six Golf Course License
2020-08 2020-09	WILLOW RIDGE WINERY LLC Doris Bowers & Robert LaZear 1786 N 1475 East Rd Shelbyville, IL 62565 549-0889 (Doris cell)	RIDGE TOWNSHIP – \$1000 Class Four Winemakers License Class Seven Banquet Hall License
2020-10	CASEY’S RETAIL COMPANY d/b/a CASEY’S GENERAL STORE #2833 925 E. Main Street Moweaqua, IL 62550 515-965-6100	MOWEAQUA TOWNSHIP - \$500 Class One Beer License

License 9/01/2020 to 8/31/2021

Shelby County Legislative Committee
Closed Session Minutes

Members:

Gary Gergeni, Chairman X

Barbara Bennett X

Lynn Williams _____

Dennis Drnjevic X

Bryon Coffman _____

Date: 7-23-2020

1. Minutes of _____

Motion made by _____

Seconded by _____

Motion: Called to order at 11:20 A.M.

Barb made motion to open June 3, 2020
minutes to public. Dennis seconded

Vote: all aye

2. Minutes of _____

Motion made by Gary

Seconded by Dennis

Motion: To open June 10, 2020

minutes to public

Vote: all aye

3. Minutes of _____

Motion made by Barb

Seconded by Gary

Motion: To adjourn @ 11:25 A.M.

Vote: all aye

FILED
JUL 23 2020

Jessie Cox

SHELBY COUNTY CLERK

[Redacted Signature]
Gary Gergeni, Chairman

SHELBY COUNTY BOARD MEETING
CLOSED SESSION

June 3, 2020

The Shelby County Board met in Closed Session following a motion and roll call vote, for the statutory citation 5 ILCS 120/2(C)(11) - to discuss current litigation, (C-1) Personnel and (C-2) Collective Bargaining. State's Attorney Gina Vonderheide was present during the Closed Session. Absent were Coffman and Metzger.

State's Attorney Vonderheide began the session by informing the board Shelby County had been named a respondent to a discovery regarding an accident which occurred on a Dry Point Township road. Vonderheide stated she expected nothing more to come of this regarding the County.

Vonderheide informed the board they were being sued in conjunction with Shelby County Treasurer Erica Firnhaber for non-payment of Labor Relation's attorney Ed Flynn's invoices. Many questions have been raised about Flynn's hiring, some stating he was illegally hired by the County Board to serve as a special assistant state's attorney. Flynn feels he is owed for work related to FOP Union Arbitration and other matters and has not been paid since January 2020. Discussion was held whether the Treasurer could legally pay the bill. The Board felt that since the payment had been approved for payment, the bill should be paid. Vonderheide stated a hearing would happen soon regarding this case.

Due to the recent Covid-19 pandemic, several county offices rotated staff with those requiring time off taking it with full pay and no use of benefit time. All county employees returned to their jobs on May 4 and some department heads have made the decision to give additional compensatory time to those employees who might have worked more than others during this time. Discussion was held about how taxpayer money could be given away to compensate people who worked and were paid during this time, when other people were laid off or lost their jobs.

FOP recently filed a grievance against the county board for changing the payroll schedule. The Grievance committee (Wetherell, Patterson and Swits) will be working with FOP to come to a settlement regarding this grievance.

Chairman Cannon discussed removing the Treasurer as HR/Personnel Director due to the Flynn lawsuit.

There was no further business for the Closed Session.

There was no action taken in the Closed Session.

Jessica Fox
County Clerk and Recorder

SHELBY COUNTY BOARD MEETING
CLOSED SESSION

June 10, 2020

The Shelby County Board met in Closed Session following a motion and roll call vote, for the statutory citation 5 ILCS 120/2 (C-2) Collective Bargaining. State's Attorney Gina Vonderheide was present during the Closed Session.

State's Attorney Vonderheide presented recommended items to settle the payroll grievance that was filed against the County board by the FOP Union. Vonderheide explained the terms with the board and asked if there were any questions about the potential settlement.

Vonderheide will draft a document to be mailed to the board members to review prior to this settlement being presented to the full board for approval on July 8, 2020.

There was no further business for the Closed Session.

There was no action taken in the Closed Session.

Jessica Fox
County Clerk and Recorder

Insurance

[REDACTED]

Bob & Rita gave an opinion on insurance. Talked to other employees. Everyone satisfied & did not want changes & agreed the company were ~~the~~ with is okay to stay with.

Committee consensus is to stay with with Pareto.

FILED
JUL 09 2020

Jessie Cox
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

TREASURER'S REPORT

June 30, 2020

Beginning Balance	June 1, 2020	
Deposits		\$ 15,554.00
Arrow Energy--Credit Card Fuel Sales	\$ 5,033.77	
Fuel Sales--Cash & Check	\$ 380.61	
Rent	\$ 2,005.00	
Erie Insurance--COVID Refund	\$ 59.00	
Shelby County Aviation--Ameren	\$ 207.78	
State of Illinois--IL Project 2H0-4717 Payment for Hansons	\$ 11,177.31	
Bank Interest	\$ 0.60	
		\$ 18,864.07
		\$ 34,418.07

Bills Received and Paid		
Shelby County Aviation--FBO June, 2020	\$ 3,500.00	
Shelby Electric Cooperative	\$ 610.68	
Steve Wempen--Bookkeeping June, 2020	\$ 200.00	
Ameren Illinois	\$ 108.05	
Illinois Department of Revenue--Sales Tax Payment	\$ 548.00	
Arrow Energy--2676 gal 100LL @\$2.82214 gal, 1975 gal 100LL @\$3.13714	\$ 13,747.91	
Tony's Welding--Hangar Door Repair	\$ 150.00	
John Deere Financial--New Tractor Payment #1	\$ 751.36	
City Area Water Sewer Department	\$ 70.05	
Consolidated Communications	\$ 258.19	
Doty Sanitation Service--July, August, September	\$ 54.00	
Shelbyville Ace Hardware--Cable for Main Hangar Door	\$ 22.24	
Sloan Implement Co.--V-Belt, DEF, Filter	\$ 198.31	
Reber Welding--Angle Iron/Hangar Door Repair	\$ 10.68	
Battery & Starter Specialist--New Battery for Zero Turn	\$ 79.95	
Effingham Equity--Gas & Diesel	\$ 513.56	
Holmes Radiator Service--New Radiator for Zero Turn	\$ 573.00	
		\$ 21,395.98
		\$ 13,022.09

Shelby County State Bank	\$ 13,022.09
First Federal Savings and Loan	\$ 860.75
Farm Agency Account	\$ 31,636.27
Gas Receivable	\$ 2,130.47
Rent Receivable	\$ 1,920.00
Cash On Hand	\$ 399.34
Certificates of Deposit	\$ 21,466.03
	\$ 71,434.95

FILED
JUL 09 2020

James Dey
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

June 8, 2020

Members present at meeting:

Commissioners--Rick Brown, Steve Wempen, Walt Lookofsky, Jeff Green, John Hall
County Board Members--Bob Simpson, Earl Baker
Airport Manager--Scott Jefson
Others Present-- Jim Schwerman

Commissioner Rick Brown calls the meeting to order.

The minutes were read by all. Walt made a motion to approve the minutes. It was seconded by Jeff and was approved by all saying aye.

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

Jim Schwerman is present and Rick ask Jim to go ahead with his farm update. Jim said they got the corn planted a couple weeks ago and finished planting the beans a couple days ago. Jim continues saying the corn is looking good and said we should have a good yield and that it's hard to say about the beans at this stage. Jim also said that the hay would be cut and removed in a few days and that we should get at least two more cuttings this summer. Jim said we still had just over a thousand bushel of corn left from last year and about twelve hundred bushel of beans, which accounts for about forty percent last years crop. Jim said the markets had rallied some and that it was a good time to sell some and went on the explain why and also that there was a good chance the prices good go up some more later in June. Jim mentions to Scott that he had talked to Rick Summers that morning about spraying and Scott said that they had sprayed that afternoon. Jim then explained what they had spayed and what they were spaying for. Jim also informed the commission that the EPA federal ninth circuit court of appeals ruled June 3rd that any product that has the three main chemical combinations with Dicamba are no longer on the market and Jim went on to explain what they were and why. Jim then went on to explain the issue some more and that it wouldn't be affecting our crop. Jeff mentions to Jim that Scott was working on getting some farm ground back and Jim said he just needed to know by the end of October if we do. Jim then thanked the commission and excused himself.

Bills Presented

Battery and Starter Specialist--New Battery for Zero Turn	\$ 79.95
Arrow Energy--2676 Gal of 100LL @2.82214 per Gal	\$ 7,552.05
Sloan Implement Co.--V Belt, 2 1/2 gal DEF	\$ 198.31
Weber Welding-- Pc of Angle Iron	\$ 10.68
Shelbyville Ace Hardware--Cable for Main Hangar Door	\$ 22.24
Effingham Equity--Gas and Diesel	\$ 513.56

Walt makes a motion to accept the bills as presented. John seconded it and it was approved be all saying aye.

Manager's Report

Scott said he had taken the new tractor to Sloan's that day and they fixed it and returned it already. It had a split O-ring on top of a solenoid causing it to leak. Scott said he had been mowing three sometimes four times in two weeks. Scott mentions working pretty regular with the FAA on getting our farm ground back. Scott said after explaining the issue to the lady with the FAA, that she wanted it all in writing and she would take the information to her superiors, but couldn't guaranty anything but she would try if not an exception and that we would need to be revisited. Scott said he explained to her that the airport had been like this since 1948 and that there had never been a airplane/agricultural issue or a airplane/wildlife issue. Scott said he hasn't heard back from very many pilots yet for the dumpster day/cookout. Scott said he got Sam Durbin's airplane sold to Garrett Wasson from Herrick and is going to take over the hangar payments.

Rick takes a rough head count of how many will be at the cookout. Scott said he planned on serving around noon and then turn things over to Rick to lead the discussion on upgrading the hangar lease. Scott said he has not heard a word out of Kenny Baker as far as him moving out of his hangar. Rick said he would pick up some hamburgers and hotdogs. Steve said he would bring a couple dishes and John said he would pick up some chips. Rick also mentions bringing some kind of dessert. John mentions calling Decatur airport about their hangars and also found out that they have a waiting list.

Scott also mentions not hearing anything from Sloan's about the tires for the tractor yet. Scott said he has a friend that was going to loan him a backhoe and that he plans on filling in some holes and low spot with a pile of dirt he has. He also said the runway lights have to be pushed back down because of working up from the freeze and thaw and make them all eighteen inches high again.

Scott mentions Matt Winters from Lakeside Cycle was out here purchasing fuel and offered to cut down the dead tree out front because he was in need of dried wood for the camping season. Jeff mentions as long as he cleans it all up, he would be ok with it. A short discussion followed on the tree cutting.

Bob Simpson asks Scott about the Corveir people and Scott said they had cancelled because of the virus. Bob also asks about the \$30,000 the airport is to receive from the CARES Act and Steve said it was moving along. Steve also said he was going to use Scott's salary for the expense and then you send in an invoice, in this case cancelled checks, showing you've spent the money and they send you that amount up to the \$30,000 limit as a reimbursement for the expenditure, like one of our airport revenue generating projects where you pay the full invoice and then get reimbursed.

Scott goes over the dumpster options for the hangar cleanout and it was decided that we get the smaller one for around \$300. Scott mentions to Steve about going thru the old file cabinet and get rid of stuff dating back to the seventies. Steve said old invoices and things like that to go ahead and get rid of but would keep original documents and things of that nature.

End of Managers Report

Old Business

Rick mentions needing to decide on what type of layout we want for our T-Hangar project. A lengthy discussion on the different T-Hangar layout options and type, regular and corporate, followed.

Jeff said he really didn't think we could make a decision that evening without knowing all the dimensions but could vote to spend the money. Scott asks about the deadline on the money. Steve said that IDOT is concerned that if we don't spend some money from 2016 that we will lose it, we need to start a project. More discussion on what kind of T-Hangars to build and making payments on possibly half our expense over seven to ten year period taking the additional rent income into consideration ensued.

More discussion continued on different size hangars and the monthly rent fee for each.

Scott mentions a couple people who are possibly interested in a corporate size hangar.

Rick mentions needing to decide if we want to add a fuel surcharge to the hangar lease and how much of a charge. A lengthy discussion on adding a fuel surcharge ensued. Steve said we would need to have some kind of record keeping set up to keep track of where people were at as far as their fuel quota. More discussion on how to charge the fuel fee, lump sum, monthly add-on to rent, followed.

Jeff suggest getting more dimensions on box-hangars and also for eave height. More discussion on hangars sizes and heights for different type of aircraft ensued.

Scott said he's leaning towards the 5-Box Hangars. John asks how much income would the 5 Box-Hangars give us compared to 6 T-Hangars per month. Some discussion on rent amounts ensued.

Steve mentions getting more dimensions from Rob Waller on the different hangars.

Rick asks how much sitting do we have for the cook out. Some discussion ensued on the matter.

Walt made a motion to adjourn and it was seconded by Jeff.

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF SPECIAL MEETING

June 17, 2020

Members present at meeting:

Commissioners--Rick Brown, Jeff Green, John Hall, Steve Wempen, Walt Lookofsky

County Board Members--Earl Baker, Bob Simpson

Airport Manager--Scott Jefson

Others Present-- Anthony Krause

Purpose of meeting: Revise Hangar Lease Agreement

Commissioner Rick Brown calls the meeting to order.

Rick starts the meeting saying he thought the luncheon this past Saturday had gone well and ones that attended agreed. Rick mentions Jeff sending out copies of the lease to everyone but he had extra copies if needed and there were a few things needing to be discussed and agreed upon. Rick also printed out copies of the notice Walt had made that also needed looked at. Jeff starts by saying what he did was went on the internet and found several different lease agreements and pulled some information from them that he thought we good discuss. Jeff said compared to our current agreement, the proposed lease gets more specific. Jeff goes over some of the additions to the new lease, such as requiring that the aircraft be in air worthy condition and also having a due date on rent payments if that were an issue. Steve mentions one of the old lease agreements had a thirty day due date and if not paid the airport could take action if needed. Steve also said that some of the hangar renters don't pay rent until they received an invoice. Earl asks if there was anything in the lease not allowing sub leasing and Jeff pointed that part out in the lease. Rick asks if there is anything about using extra electricity for extra heaters or refrigerator. Jeff said there was in the old lease but forgot to put in the new one. Jeff explains this lease is a lot of copy and paste but was a good starting place. Jeff mentions the airport having insurance but should the renter be required to have insurance in case of fire. Walt said he felt it should be up to the renter to insure the contents just like someone renting a house and getting renters insurance. A short discussion about having insurance on the hangar contents and the airplane ensued. Rick mentions liking a more simple one page lease rather than several and Walt agreed. Walt also mentioned putting something in the lease about attorney fees if any action was ever needed and also putting something in there about the airport having the authority to enter and inspect the hangar. Scott said that was already in the lease.

Walt mentions the aircraft being airworthy and Scott said it was an FAA requirement that any federally funded hangar only have aircraft in them or you could loose your funding and doesn't specify being airworthy. Walt asks if the plane has to be operational or how long could it be down and Scott said that needed to be decided. Anthony Krause asks how long can the plane be down. Scott said that could depend on a lot of factors such as a pilots health, a engine rebuild and if there was a time limit listed it doesn't mean we'd have to enforce it depending on the circumstances. A lengthy discussion on the issue ensued.

Walt asks if we want to add in a provision on fuel such as a fuel surcharge, then get credit as you purchase fuel. Jeff mentions having a spread sheet showing what we have now and what we could have if we charged a fuel charge up front and give credit as fuel is purchased. Jeff continues with showing option one up on the screen which is increasing rent by \$20 which would create \$4,800 more income per year.

Jeff goes on with option 2 which would be say \$250 paid in full at signing the lease at beginning of year which would amount to \$5,000 and that would almost fill the fuel tank, but returned in credits thru out the year and all said and done, no increase in income. Rick said then if the fuel credit isn't used up then the airport keeps it. A short discussion on the fuel charge ensued. Scott mentions with that being done then there would be a record keeping issue for Steve to keep up with. Steve said once we know what we're going to do then we can set up a report in excel to keep track of all the credits, that it shouldn't be an issue.

Jeff then mentions option 3 which is to do both, which would give us the \$4,800 plus what ever is left over in fuel credits that weren't used up if any. A lengthy discussion on the matter ensued. Jeff mentions not needing to vote on this issue that evening but had one hangar that hasn't had an airplane in it for several months and do we want to send an eviction notice and Scott mentions that letter already had been sent, but we had four more renters, Anthony here is one of them, that hasn't had their airplane out of the hangar for years and if we sent them a sixty day notice to vacant, then he would have four more hangars to rent out by the end of August and get his waiting list down to three from the present seven. Walt explains the different options to get someone out legally. A lengthy discussion ensued on the issue.

More discussion followed on what do we want to included in the new lease. Walt said his thought is do we want the big changes like requiring an operable aircraft, do we want to add the fuel surcharge, do we want to change the rent any and he'd be willing to condense the document with Jeffs suggestions and with what we have and then circulate it for thought. Rick mentions having a meeting in a few weeks and that would give us some time to think on it and then we could vote on it then. Some more discussion ensued on the lease and additions to it. Scott asks we want to do to beyond airworthy. A short discussion on aircraft airworthiness ensued.

Walt mentions the fuel surcharge again and if we want to include it in the new lease and for how much. Jeff said he was ok with it and it could maybe help keep us from breaking into our last CD. More discussion on the fuel surcharge ensued. Walt mentions most pilots at the cook out being ok with it and Rick, Steve and Jeff agreed. More discussion followed on what do we want to included in the new lease.

Scott mentions sending the notices again on four hangars and that would give us four more hangars to rent and that would increase the fuel sales. Scott mentions Anthony, since he is present, as being one of the renters who's airplane hasn't been out of the hangar in three years. Scott also mentions Leo Bachman's airplane, and Sam Durbin's plane, both renters are deceased now and he's been dealing with their airplanes for a few years now. Scott said that Durbin's plane just sold and it's up next for an annual and the new owner is going to learn to fly so that one is taken care of, but still have three more to deal with.

Walt said he suggest putting it on the agenda for the next meeting to vote on sending notices to the ones Scott recommends and send them that night. Scott then said the ones that get eviction notices can come to the next meeting if they want to talk about it and go from there.

Walt asks Steve if we need to let Jessica know about voting and Steve said that it's a regular scheduled meeting so we shouldn't have to. Bob mentions if we're going to take action on something that we should put it on the agenda for that meeting.

Rick makes a motion to adjourn and John seconded it.

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NO.	DEBITS	CREDITS	BALANCE
	31-May-20	Balance Shelby County State Bank				\$ 15,554.00
5760	4-Jun-20	Shelby County Aviation--FBO June 2020	022-5210-12-023	\$ 3,500.00		\$ 12,054.00
5761	4-Jun-20	John Deere Financial--New Tractor Payment # 2	022-5455-12-023	\$ 751.36		\$ 11,302.64
5762	4-Jun-20	City Area Water-Sewer Department	022-7800-12-023	\$ 70.05		\$ 11,232.59
5763	4-Jun-20	Shelby Electric Cooperative	022-7800-12-023	\$ 610.68		\$ 10,621.91
5764	4-Jun-20	Consolidated Communications	022-7800-12-023	\$ 258.19		\$ 10,363.72
5765	4-Jun-20	Arrow Energy--2676 Gal 100LL Avgas @ \$2.82214 gal.	022-8010-12-023	\$ 7,552.05		\$ 2,811.67
	5-Jun-20	Arrow Energy--Deposit			\$ 1,035.42	\$ 3,847.09
	9-Jun-20	Illinois Department of Revenue--Sales Tax Payment		\$ 548.00		\$ 3,299.09
5766	10-Jun-20	Doty Sanitation Service--July, August, September	022-7440-12-023	\$ 54.00		\$ 3,245.09
5767	10-Jun-20	Shelbyville Ace Hardware--Cable for Main Hangar Door	022-7440-12-023	\$ 22.24		\$ 3,222.85
5768	10-Jun-20	Sloan Implement--V-Belt, DEF, Filter	022-7441-12-023	\$ 198.31		\$ 3,024.54
5769	10-Jun-20	Reber Welding--Angle Iron/Hangar Door Repair	022-7440-12-023	\$ 10.68		\$ 3,013.86
5770	10-Jun-20	Battery & Starter Specialist--New Battery for Zero Turn	022-7441-12-023	\$ 79.95		\$ 2,933.91
5771	10-Jun-20	Effingham Equity--Gas & Diesel	022-8010-12-023	\$ 513.56		\$ 2,420.35
	11-Jun-20	Rent--B Bachman \$95, Durbin Ent. \$190, D Gherardini \$95				
		J Green \$95, S Wempen \$190, B Brunken \$95				
		J Weber \$855, J Livesay \$105				
		Fuel--\$241.61 Erie Insurance Refund--\$59.00 SCA/Util \$207.78			\$ 2,228.39	\$ 4,648.74
	12-Jun-20	Arrow Energy--Deposit				
	18-Jun-20	Rent--B Bachman \$95, K Harshman \$95, A Krause \$95			\$ 1,842.81	\$ 6,491.55
		Fuel--\$139.00				
		Rent--285.00			\$ 424.00	\$ 6,915.55
	19-Jun-20	Arrow Energy--Deposit			\$ 989.82	\$ 7,905.37
5772	22-Jun-20	Holmes Radiator Service--New Radiator Zero Turn	022-7441-12-023	\$ 573.00		\$ 7,332.37
	26-Jun-20	Arrow Energy--Deposit				
5773	30-Jun-20	Tony's Welding & Repair Service--Weld Hangar Door	022-7440-12-023	\$ 150.00	\$ 1,165.72	\$ 8,498.09
5774	30-Jun-20	Steve Wempen--Bookkeeping June 2020	022-5220-12-023	\$ 200.00		\$ 8,348.09
5775	30-Jun-20	Arrow Energy--1975 Gal 100LL Avgas @ \$3.13714 per Gal	022-8010-12-023	\$ 6,195.86		\$ 1,952.23
5776	30-Jun-20	Ameren IP--SCA 37528 \$40.67 Airport 06211 \$67.38	022-7800-12-023	\$ 108.05		\$ 1,844.18
	30-Jun-20	State of Illinois--Payment for IL Project #2H0-4717			\$ 11,177.31	\$ 13,021.49
	30-Jun-20	Bank Interest			\$ 0.60	\$ 13,022.09
		Board Meeting July 6, 2020				

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION

BUDGET ACCOUNT SUMMARY

June 30, 2020

CHECK NO.	DATE	5210-01	5220-12	5455-12	6120-12	7000-12	7440-12	7441-12	7442-12	7443-12	7444-12	7800-12	8010-12	9900-12
5760	YTD	\$ 31,500.00	\$ 1,800.00	\$ 46,537.85	\$ 10,878.00	\$ 293.88	\$ 794.92	\$ 4,163.19	\$ 2,776.58	\$ 3,726.00	\$ 916.65	\$ 12,501.71	\$ 26,428.77	\$ 39.90
5761	4-Jun-20	\$ 3,500.00												
5762	4-Jun-20			\$ 751.36										
5763	4-Jun-20											\$ 70.05		
5764	4-Jun-20											\$ 610.68		
5765	4-Jun-20											\$ 258.19		
5766	10-Jun-20						\$ 54.00						\$ 7,552.05	
5767	10-Jun-20						\$ 22.24							
5768	10-Jun-20							\$ 198.31						
5769	10-Jun-20						\$ 10.68	\$ 79.95						
5770	10-Sep-20													
5771	22-Jun-20							\$ 573.00					\$ 513.56	
5772	30-Jun-20													
5773	30-Jun-20													
5774	30-Jun-20		\$ 200.00				\$ 150.00							
5775	30-Jun-20													
5776	30-Jun-20											\$ 108.05	\$ 6,195.86	
30-Jun-20	YTD	\$ 3,500.00	\$ 200.00	\$ 751.36	\$ -	\$ -	\$ 236.92	\$ 851.26	\$ -	\$ -	\$ -	\$ 1,046.97	\$ 14,261.47	\$ -
Monthly Expenses		\$ 20,847.98												
IL Dept. of Revenue		\$ -												
Total Monthly Expenses		\$ 21,395.98												
		\$ -												
		\$ 21,395.98												

YTD Total Budget \$ 166,423.43

Shelby County Airport and Landing Field Commission

Fuel Sales

June, 2020

DATE	QUANTITY	CUSTOMER INVOICE	PRICE	CREDIT CD	CHARGE	CASH
1-Jun-20	4.11	Credit Card Customer 2085	\$ 3.79	\$ 15.58		
1-Jun-20	5.06	Credit Card Customer 2086	\$ 3.79	\$ 19.18		
2-Jun-20	10.13	Credit Card Customer 2087	\$ 3.79	\$ 38.39		
2-Jun-20	2.12	Credit Card Customer 2088	\$ 3.79	\$ 8.03		
2-Jun-20	56.51	Credit Card Customer 2089	\$ 3.79	\$ 214.17		
3-Jun-20	10.11	Credit Card Customer 2090	\$ 3.79	\$ 38.32		
3-Jun-20	14.52	Cash Customer 2091	\$ 3.89			\$ 56.48
4-Jun-20	60.11	Credit Card Customer 2092	\$ 3.79	\$ 227.82		
4-Jun-20	55.26	Credit Card Customer 2093	\$ 3.79	\$ 209.44		
4-Jun-20	56.42	Credit Card Customer 2094	\$ 3.79	\$ 213.83		
5-Jun-20	2.11	Credit Card Customer 2095	\$ 3.89	\$ 8.21		
5-Jun-20	5.12	Credit Card Customer 2096	\$ 3.89	\$ 19.92		
5-Jun-20	10.12	Credit Card Customer 2097	\$ 3.89	\$ 39.37		
5-Jun-20	5.36	Credit Card Customer 2098	\$ 3.89	\$ 20.85		
5-Jun-20	22.19	Don Gherardini 2099	\$ 3.84		\$ 85.21	
5-Jun-20	25.43	Credit Card Customer 2100	\$ 3.89	\$ 98.92		
5-Jun-20	14.15	Barry Brunken 2101	\$ 3.84		\$ 54.34	
6-Jun-20	5.11	Credit Card Customer 2102	\$ 3.89	\$ 19.88		
6-Jun-20	10.13	Credit Card Customer 2103	\$ 3.89	\$ 39.41		
7-Jun-20	15.37	Credit Card Customer 2104	\$ 3.89	\$ 59.79		
7-Jun-20	28.07	Credit Card Customer 2105	\$ 3.89	\$ 109.19		
7-Jun-20	11.12	Credit Card Customer 2106	\$ 3.89	\$ 43.26		
7-Jun-20	28.54	Credit Card Customer 2107	\$ 3.89	\$ 111.02		
7-Jun-20	24.00	Rick Brown 2108	\$ 3.84		\$ 92.16	
8-Jun-20	2.11	Credit Card Customer 2109	\$ 3.89	\$ 8.21		
8-Jun-20	2.12	Credit Card Customer 2110	\$ 3.89	\$ 8.25		
8-Jun-20	4.11	Credit Card Customer 2111	\$ 3.89	\$ 15.99		
9-Jun-20	2.00	Cash Customer 2112	\$ 3.89			7.78
9-Jun-20	60.11	Credit Card Customer 2113	\$ 3.89	\$ 233.83		
9-Jun-20	50.59	Credit Card Customer 2114	\$ 3.89	\$ 196.80		
9-Jun-20	41.58	Credit Card Customer 2115	\$ 3.89	\$ 161.75		
11-Jun-20	16.08	Shelby County Dive Team 2116	\$ 3.89		\$ 62.55	
11-Jun-20	52.58	Credit Card Customer 2117	\$ 3.89	\$ 204.54		
11-Jun-20	20.58	Cash Customer 2118	\$ 3.89			\$ 80.06
12-Jun-20	15.11	Credit Card Customer 2119	\$ 3.89	\$ 58.78		
12-Jun-20	5.11	Credit Card Customer 2121	\$ 3.89	\$ 19.88		
12-Jun-20	3.96	Credit Card Customer 2122	\$ 3.89	\$ 15.40		
12-Jun-20	2.14	Credit Card Customer 2123	\$ 3.89	\$ 8.32		
12-Jun-20	6.30	Credit Card Customer 2124	\$ 3.89	\$ 24.51		
13-Jun-20	14.74	John Weber 2125	\$ 3.84		\$ 56.60	
13-Jun-20	12.09	Credit Card Customer 2126	\$ 3.89	\$ 47.03		
13-Jun-20	5.12	Credit Card Customer 2127	\$ 3.89	\$ 19.92		
13-Jun-20	10.10	Credit Card Customer 2128	\$ 3.89	\$ 39.29		
13-Jun-20	10.03	Credit Card Customer 2129	\$ 3.89	\$ 39.02		
14-Jun-20	6.00	Wyatt Jesse 2130	\$ 3.84		\$ 23.04	
15-Jun-20	4.12	Credit Card Customer 2131	\$ 3.89	\$ 16.03		
15-Jun-20	2.00	Cash Customer 2132	\$ 3.89			\$ 7.78
15-Jun-20	10.55	Cash Customer 2133	\$ 3.89			\$ 41.04
15-Jun-20	17.41	Credit Card Customer 2134	\$ 3.89	\$ 67.72		
15-Jun-20	10.11	Credit Card Customer 2135	\$ 3.89	\$ 39.33		
15-Jun-20	28.03	Credit Card Customer 2136	\$ 3.89	\$ 109.04		
16-Jun-20	35.62	Credit Card Customer 2137	\$ 3.89	\$ 138.56		
16-Jun-20	27.09	Credit Card Customer 2138	\$ 3.89	\$ 105.38		
16-Jun-20	15.12	Credit Card Customer 2139	\$ 3.89	\$ 58.82		
17-Jun-20	4.00	Credit Card Customer 2140	\$ 3.89	\$ 15.56		
17-Jun-20	28.27	Credit Card Customer 2141	\$ 3.89	\$ 109.97		

17-Jun-20	6.77	Credit Card Customer	2142	\$	3.89	\$	26.34		
17-Jun-20	8.60	Credit Card Customer	2143	\$	3.89	\$	33.45		
17-Jun-20	13.13	Credit Card Customer	2144	\$	3.89	\$	51.08		
18-Jun-20	37.19	Credit Card Customer	2145	\$	3.89	\$	144.67		
18-Jun-20	8.12	Credit Card Customer	2146	\$	3.89	\$	31.59		
18-Jun-20	60.07	Credit Card Customer	2147	\$	3.89	\$	233.67		
18-Jun-20	5.11	Credit Card Customer	2148	\$	3.89	\$	19.88		
18-Jun-20	4.14	Credit Card Customer	2149	\$	3.89	\$	16.10		
18-Jun-20	11.65	Credit Card Customer	2150	\$	3.89	\$	45.32		
18-Jun-20	15.11	Credit Card Customer	2151	\$	3.89	\$	58.78		
19-Jun-20	50.12	Credit Card Customer	2152	\$	3.89	\$	194.97		
19-Jun-20	1.00	Credit Card Customer	2153	\$	3.89	\$	3.89		
20-Jun-20	10.10	Credit Card Customer	2154	\$	3.89	\$	39.29		
20-Jun-20	3.11	Credit Card Customer	2155	\$	3.89	\$	12.10		
20-Jun-20	10.10	Credit Card Customer	2156	\$	3.89	\$	39.29		
20-Jun-20	8.25	Ken Best	2157	\$	3.84			\$	31.68
21-Jun-20	2.11	Credit Card Customer	2158	\$	3.89	\$	8.21		
22-Jun-20	17.05	Credit Card Customer	2159	\$	3.89	\$	66.32		
22-Jun-20	37.1	Scott Jefson	2160	\$	3.84			\$	142.46
23-Jun-20	11.07	Credit Card Customer	2161	\$	3.89	\$	43.06		
25-Jun-20	47.88	Scott Jefson	2162	\$	3.84			\$	183.86
25-Jun-20	52.44	Credit Card Customer	2163	\$	3.89	\$	203.99		
25-Jun-20	19.27	Credit Card Customer	2164	\$	3.89	\$	74.96		
26-Jun-20	15.11	Credit Card Customer	2165	\$	3.89	\$	58.78		
26-Jun-20	64.04	Credit Card Customer	2166	\$	3.89	\$	249.12		
26-Jun-20	4.12	Credit Card Customer	2167	\$	3.89	\$	16.03		
26-Jun-20	10.12	Credit Card Customer	2168	\$	3.89	\$	39.37		
26-Jun-20	5.25	Credit Card Customer	2169	\$	3.89	\$	20.42		
28-Jun-20	20.68	Credit Card Customer	2170	\$	3.89	\$	80.45		
28-Jun-20	18.78	Credit Card Customer	2171	\$	3.89	\$	73.05		

TOTAL 1583.64

TOTAL

\$ 5,200.69 \$ 731.90 \$ 193.14

\$ 6,125.73

SHELBY COUNTY AIRPORT

100LL COST OF SALES REPORT 2020

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		
January	548.07	\$ 4.20	\$ 1,300.43	\$ 1,069.70	\$ 10.54	\$ 2,380.67	\$ 3.65	\$ 3.88	\$ 63.81	\$ 2,189.30		\$ 191.37
February	500.98	\$ 4.20	\$ 1,457.36	\$ 618.32	\$ 21.00	\$ 2,096.68	\$ 3.65	\$ 3.88	\$ 62.06	\$ 2,004.92		\$ 91.76
March	871.94	\$ 4.20	\$ 2,601.45	\$ 1,022.02	\$ 26.33	\$ 3,649.80	\$ 3.65	\$ 3.88	\$ 97.64	\$ 3,479.13		\$ 170.67
April	1223.08	\$ 4.05	\$ 3,875.87	\$ 1,020.45	\$ 52.75	\$ 4,949.07	\$ 3.13	\$ 3.33	\$ 123.02	\$ 4,190.53		\$ 758.54
May	2590.68	\$ 3.53	\$ 4,858.18	\$ 4,221.53	\$ 41.01	\$ 9,120.72	\$ 2.54	\$ 2.70	\$ 136.88	\$ 7,128.48		\$ 1,992.24
June	1583.64	\$ 3.87	\$ 5,200.69	\$ 731.90	\$ 193.14	\$ 6,125.73	\$ 2.82	\$ 3.00	\$ 144.42	\$ 4,889.40		\$ 1,236.33
July						\$ -						
August						\$ -						
September						\$ -						
October						\$ -						
November						\$ -						
December						\$ -						
TOTAL	7318.39		\$ 19,293.98	\$ 8,683.92	\$ 344.77	\$ 28,322.67						

\$30 Monthly Fee Included in Arrow Fee Above

JET A COST OF SALES REPORT 2020

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		
January	0.26	\$ 3.85	\$ 1.00	\$ -	\$ -	\$ 1.00	\$ 2.33	\$ 2.48	\$ 0.03	\$ 0.67		\$ 0.33
February	125.00	\$ 3.85	\$ -	\$ -	\$ 481.25	\$ 481.25	\$ 2.33	\$ 2.48	\$ -	\$ 309.45		\$ 171.80
March	153.55	\$ 3.85	\$ 591.17	\$ -	\$ -	\$ 591.17	\$ 2.33	\$ 2.48	\$ 15.37	\$ 395.50		\$ 195.67
April	0.00					\$ -						
May	86.21	\$ 3.85	\$ 331.90	\$ -	\$ -	\$ 331.90	\$ 2.00	\$ 2.13	\$ 9.96	\$ 193.15		\$ 138.75
June	0.00					\$ -						
July						\$ -						
August						\$ -						
September						\$ -						
October						\$ -						
November						\$ -						
December						\$ -						
TOTAL	365.02		\$ 924.07	\$ -	\$ 481.25	\$ 1,405.32						

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
SHELBYVILLE, IL.

BOARD MEETING AGENDA

July 6, 2020

7:00 PM

- I. Call Meeting to Order**
- II. Guest Speaker (If Scheduled)**
- III. Approval of Minutes**
- IV. Approval of Treasurer's Report**
- V. Approval of Bills Presented**
- VI. Airport Manager's Report**
- VII. Unfinished Business--Vote on sending Eviction Notices**
- VIII. New Business**
- IX. Adjournment**

SHELBY COUNTY BUDGET MEETING

July 9, 2020

The Shelby County Budget Committee met on Thursday, July 9, 2020, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. Those Budget members in attendance were Larry Lenz, LaVonne Chaney, Terry Metzger, Barbara Bennett, Gary Gergeni and Gary Patterson. Also, in attendance was Judge Ade-Harlow, Sheriff Don Koonce, Highway Engineer Alan Spesard, Supervisor of Assessments Debbie Dunaway, and County Clerk Jessica Fox.

Judge Ade-Harlow presented updated budgets for the Probation department. Due to the current vacancy in the CMO position, Judge Ade Harlow figured these budgets for the upcoming fiscal year. The salaries for the 3 officers are 100% reimbursed from the State. Juvenile Detention and a transfer fee will be new funds in the 029 account. The Judge thanked the committee and left the meeting.

Treasurer entered the meeting briefly to distribute a breakdown of other state sources as shown on the estimated revenue sheet. The county is reimbursed for 85% of the State's Attorney salary, 100% for Probation and 66.66% of the Public Defender's salary. The 50% salary reimbursement for the Highway Engineer goes to County MFT. Firnhaber stated the State normally runs behind with these reimbursements and in the past have gone several months with no reimbursement at all.

Highway Engineer Alan Spesard spoke to the committee about this budget. Spesard discussed his revenue sources and the reserve funds for the Highway Department. Spesard requested that nothing be reduced from the Highway Department should cuts need to be made.

The current budget deficit is setting at 1.3 million dollars with 1,272 million coming from the General Fund side. The committee discussed asking the Judge about reducing the Public Defender to part-time status as that would reduce the salary of that office greatly. The committee would also like to see the Sheriff reduce his budget by \$600,000. It is planned to have the Sheriff attend the next budget meeting scheduled for July 16 at 9:00 AM.

Lenz made motion to adjourn; Metzger seconded said motion and all voted aye by voice. The meeting was adjourned at 10:57 A. M.

Jessica Fox, Shelby County Clerk

Jessica Fox
Shelby County Clerk & Recorder
301 East Main Street
Post Office Box 230
Shelbyville, IL 62565
Phone (217) 774-4421 – Fax (217) 774-5291

July 17, 2020

The Budget committee will meet on Thursday July 23, 2020 at 9:00 AM in Courtroom B of the Shelby County Courthouse.

Agenda items:

1. Review Budget amendments for FY 2019-2020 for recommendation to full board for approval on 8/12
2. Review proposed budget worksheet for FY 2020-2021 for recommendation to full board for approval on 8/12, or recommend reduction of expenses
3. Continue with FY 20-21 budget process if necessary
4. New Business
5. Old Business
6. Public Body Comment
7. Adjournment

SHELBY COUNTY BUDGET MEETING

July 16, 2020

The Shelby County Budget Committee met on Thursday, July 16, 2020, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. Those Budget members in attendance were LaVonne Chaney, Terry Metzger, Barbara Bennett, Frank Mulholland and Gary Patterson. Gary Gergen entered the meeting late. Also, in attendance was Sheriff Don Koonce, Circuit Clerk Susan Arthur, Supervisor of Assessments Debbie Dunaway, and County Clerk Jessica Fox.

Sheriff Koonce passed copies of budgets for his department. At the July 9th meeting it was requested the Sheriff cut \$600,000 from his budget. The budgets he submitted today were reduced by \$51,952. The employees at the Sheriff's office are still working under salaries from 2018 as their FOP contract has not yet been settled after going to arbitration. Normally secretaries, corrections officers, and janitorial staff get \$1,500 yearly and the deputies get \$2,500 annually. Discussion was held. Koonce worked with Law Enforcement Committee Chair Gary Patterson and Secretary Tina Wade to come up with the numbers presented based on expenses the past few years. Koonce also announced Undersheriff Rob McCall would be retiring as of September 1, 2020. A new undersheriff will need to be hired, as well as a jail administrator. Koonce added in salaries of \$64,000 and \$49,500 for these positions. The committee felt these salaries could be negotiated later, as both McCall and the former jail administrator were seasoned employees. Koonce said he was looking to hire outside of the department for these positions. Koonce stated one corrections officer had been terminated and he was losing another. Koonce is expecting overtime to increase as other staff must fill in to cover these vacancies. Discussion was held about possible overpayment received by the deputies with the change to 10-hour shifts in January of 2015. Koonce stated these employees were paid contractually. The department has undergone an investigation by the Illinois State Police recently. Discussion then shifted to conducting a payroll audit of the Sheriff's department. Koonce said he is in favor of conducting the payroll audit to clear up any misconceptions in the public that employees might have been overpaid. A payroll audit was voted down at the July 8th board meeting, as members of the board felt they did not have a choice of who performed the audit. Some of the board members feel the Treasurer has developed a relationship with Alyssia Benford since she has spoken to her on the phone twice, once when Ms. Benford couldn't get in touch with the State's Attorney and another time to invite her to speak at the March budget committee meeting that was later cancelled. Members in the public are concerned a conflict of interest exists between members of law enforcement and the State's Attorney as they may have worked with John Vander Burgh during an investigation and prosecution of a Village of Tower Hill embezzlement case.

It was suggested by Clerk Fox to have both members come to the August 12th board meeting to present themselves and their services and allow board members to ask questions prior to deciding who should perform the payroll audit.

Supervisor of Assessments Debbie Dunaway was able to reduce her general fund budget by moving a salary of her GIS employee to GIS. The committee thanked Dunaway for this reduction.

Metzger made motion to present BB & A or John Vander Burgh for the 2 choices of who should conduct a payroll audit of the Shelby County Sheriff's office from January 2015 – February 2020 to the full board on August 12. Chaney seconded said motion which passed by voice vote.

Bellwether, a company that is not CPA's, spoke to the board at their March meeting. They will not be included in the choice since they do not conduct payroll audits and are not CPA's.

The discussion next turned to information Gary Patterson had received from State Representative Brad Halbrook. Halbrook reported the Governor's office said they were borrowing money from the Feds and counties should not be short in monies guaranteed them by the State of Illinois. There will be grants available to offset expenses the county incurred from the Covid-19 pandemic.

Some members of the committee feel the revenue is short. Bruce stated he feels revenues are off by \$400,000. Cannon reported the Highway Engineer and EMA have both balanced their budgets on paper. It was requested by both Cannon and Patterson that Gary Gergen speak with the Treasurer to discuss revenues.

Bruce also informed the committee he had been asked at the last board meeting about the EMA director handling the EJ Water grant, since all monies and funds are to be handled by the Treasurer's office. Cannon reported that Rowcliffe is the only County employee they have and is used for all duties as assigned. He has the time to write grants and helps this county economically in conjunction with his jobs as Zoning and PCOM, which is also a grant funded position.

Clerk Fox informed the committee that the County got a new liability insurance company on December 2018, which has provided lots of educational information for those willing to participate. On January 2019 Treasurer Firnhaber, Clerk Fox, and SOA Debbie Dunaway attended a conference and learned the county could stand to lose all Federal funding if they are not in compliance with state and federal laws. Treasurer Firnhaber has been trying to get this county into compliance with various issues since taking office and has battled other office heads, employees, and board members, while receiving little to no support. Lines of communication must be improved.

The next budget meeting will be held on Thursday, July 23, 2020 at 9:00 AM in Courtroom B. Budget amendments will be presented for review at that time. An updated budget worksheet will also be provided on that date.

Metzger made motion to adjourn; Chaney seconded said motion and all voted aye by voice. The meeting was adjourned at 10:50 A. M.

Jessica Fox, Shelby County Clerk

**NOTICE OF CLOSED
LEGISLATIVE COMMITTEE MEETING**

The Legislative Committee of the Shelby County Board will meet on Thursday, July 23, 2020, at 11:15 A. M. The purpose of the meeting will be to review the closed session minutes of the Shelby County Board. The meeting will be held in Jury Room B, of the Shelby County Courthouse in Shelbyville, Illinois.

Dated: July 17, 2020

Jessica Fox
County Clerk and Recorder

SHELBY COUNTY BOARD MEETING
CLOSED SESSION

June 3, 2020

The Shelby County Board met in Closed Session following a motion and roll call vote, for the statutory citation 5 ILCS 120/2(C)(11) - to discuss current litigation, (C-1) Personnel and (C-2) Collective Bargaining. State's Attorney Gina Vonderheide was present during the Closed Session. Absent were Coffman and Metzger.

State's Attorney Vonderheide began the session by informing the board Shelby County had been named a respondent to a discovery regarding an accident which occurred on a Dry Point Township road. Vonderheide stated she expected nothing more to come of this regarding the County.

Vonderheide informed the board they were being sued in conjunction with Shelby County Treasurer Erica Firnhaber for non-payment of Labor Relation's attorney Ed Flynn's invoices. Many questions have been raised about Flynn's hiring, some stating he was illegally hired by the County Board to serve as a special assistant state's attorney. Flynn feels he is owed for work related to FOP Union Arbitration and other matters and has not been paid since January 2020. Discussion was held whether the Treasurer could legally pay the bill. The Board felt that since the payment had been approved for payment, the bill should be paid. Vonderheide stated a hearing would happen soon regarding this case.

Due to the recent Covid-19 pandemic, several county offices rotated staff with those requiring time off taking it with full pay and no use of benefit time. All county employees returned to their jobs on May 4 and some department heads have made the decision to give additional compensatory time to those employees who might have worked more than others during this time. Discussion was held about how taxpayer money could be given away to compensate people who worked and were paid during this time, when other people were laid off or lost their jobs.

FOP recently filed a grievance against the county board for changing the payroll schedule. The Grievance committee (Wetherell, Patterson and Swits) will be working with FOP to come to a settlement regarding this grievance.

Chairman Cannon discussed removing the Treasurer as HR/Personnel Director due to the Flynn lawsuit.

There was no further business for the Closed Session.

There was no action taken in the Closed Session.

Jessica Fox
County Clerk and Recorder

SHELBY COUNTY BOARD MEETING
CLOSED SESSION

June 10, 2020

The Shelby County Board met in Closed Session following a motion and roll call vote, for the statutory citation 5 ILCS 120/2 (C-2) Collective Bargaining. State's Attorney Gina Vonderheide was present during the Closed Session.

State's Attorney Vonderheide presented recommended items to settle the payroll grievance that was filed against the County board by the FOP Union. Vonderheide explained the terms with the board and asked if there were any questions about the potential settlement.

Vonderheide will draft a document to be mailed to the board members to review prior to this settlement being presented to the full board for approval on July 8, 2020.

There was no further business for the Closed Session.

There was no action taken in the Closed Session.

Jessica Fox
County Clerk and Recorder

July 15, 2020

NOTICE OF INSURANCE COMMITTEE MEETING

There will be an Insurance Committee meeting on Monday, July 20, 2020 at 8:15 AM. This meeting will be held in Jury room B of the Shelby County Courthouse. The purpose of this meeting is to discuss retiree health insurance.

Respectfully,

Jessica Fox
Shelby Co. Clerk & Recorder

July 20, 2020

8:15 AM

Bryon Coffman, Terry Metzger, Barb Bennett.

Erica - Treasure

Randy Biehl } Parito Insurance &
Travis Schmitt } Associate

Discussed Retired employee - who retired on 10-31-18. Went on Medicare on 11-1-18. Maybe shouldn't have been on new insurance.

At least \$120,000 worth of claims that are being held & not paid:

Erica said she would let Gina know the situation. Decided to go into closed session at next board mtg. Nope to include Randy & Travis at meeting to explain situation.

FILED
JUL 20 2020

Jessie Dorr

SHELBY COUNTY CLERK

July 6, 2020

NOTICE OF ROAD AND BRIDGE COMMITTEE MEETING

The Road and Bridge Committee will hold a meeting on Monday, July 20, 2020 at 9:00 AM. This meeting will be held at the Shelby County Highway Department located at 1590 State Hwy 16 in Shelbyville. The purpose of this meeting is to open bids for the Westervelt Railroad Crossing project.

Respectfully,

Jessica Fox
Shelby Co. Clerk & Recorder

Zoning/EMA/PCOM Report

Shelby County Board Meeting 8/12/2020

Zoning

8 Building Permits Issued in July
 4 Accessory Buildings
 2 New Residence
 1 Commercial Accessory
 1 Modular Home

EMA

911 Board meeting on Aug 10th.

IEMA meetings all being held remotely. Attending statewide briefings every Friday.

Attended IEMA Regional Meeting July 29th. Questions about school protective equipment, from what IEMA is telling us, schools will be provided resources from the Illinois School Board of Education.

PCOM

Please Reference PCOM Report in Board Packet.

CIPT awarded \$1.4 million in CARES act funding for transportation.

July Building Permit Log

Permit #	Date	Name	Township	Parcel ID	Type	Est. Cost	Fee
20-034	7/7/2020	Richard Tsupros	10; Oconee	1116-10-03-201-009	New Residence	\$ 360,000.00	\$ 175.00
20-035	7/7/2020	Tina Hyde	01; Big Spring	0221-01-08-201-033	Acc. Building	N/A	\$ 125.00
20-036	7/8/2020	Cold Spring Township	21; Cold Spring	0417-21-00-400-006	Acc. Building	N/A	N/F
20-037	7/13/2020	Evan and Erica Walk	01; Sigel	2127-01-00-100-004	New Residence	\$ 248,000.00	N/F
20-038	7/15/2020	Miller Ag Service	01; Ridge		Comm. Accessory	N/A	\$ 250.00
20-039	7/27/2020	Will Suckrow	14; Rose	1812-14-01-101-006	Acc. Building	N/A	\$ 125.00
20-040	7/28/2020	Al Griffin	15; Oconee	1116-15-00-100-011	Acc. Building	N/A	N/F
20-041	7/28/2020	Kelsey Ewing	14; Oconee	1116-14-00-300-009	Modular Home	\$ 192,000.00	\$ 175.00

Animal Control

Terry Metzger
Robert Jordan
Stan Spesard

Brad Hudson

Animal control warden presented bills, such as fuel, telephone, ameren, truck maintenance etc. Committee discussed and signed off on monthly expenses.

Brad discussed with the committee calls from around the county and how he handled them. Committee was in agreement.

Meeting adjourned at 8:59 and resumed at 9: to meet with union representatives.

FILED

JUL 29 2020

Jenna Cox

SHELBY COUNTY CLERK

Law Enforcement Committee
Meeting Agenda August 6, 2020

1. Approval of minutes of July meeting
2. Covid Lockdown/Covid Pay
3. Side letter - Covid Procedures
4. Side letter – work shifts/pay
5. Side letter – Sergeants pay for Deputies
6. Jail Administrator – in Union
7. Mark – FOP
8. Overpayment by Treasurer for overtime not requested
9. Need to hire correctional officers – 2 positions
10. Jeff Wood voted into Crimestoppers last meeting
11. Justin Dudra taking over responsibilities for TRIAD
12. Shop with a Cop
13. Review Expenditures

August 6, 2020

NOTICE OF PURCHASING, FEES/SALARIES AND HEALTH COMMITTEE MEETINGS

The Purchasing Committee will meet at 9:00 AM on Tuesday, August 11, 2020 in Courtroom B of the Shelby County Courthouse.

Agenda

1. Review claims (invoices) submitted for payment by General Fund accounts not reviewed by another committee.
2. David Woods from Mytec Solutions will be present to answer the committee's questions related to Managed Services

The Fees/Salaries Committee will meet at 9:00 AM on Tuesday, August 11, 2020 in Jury room B of the Shelby County Courthouse.

Agenda

1. Review payrolls submitted and review and approve for payment county board committee pay, ambulance invoices, and special fund account invoices that have been submitted for payment.

The Health Committee will meet at 10:00 AM on Tuesday, August 11, 2020 in Jury room B of the Shelby County Courthouse.

Agenda

1. Review Health claims (invoices) that have been submitted for payment by the Shelby County Health Department.

Respectfully,

Jessica Fox
Shelby Co. Clerk & Recorder

8/11/2020 Health Dept

10:00 Am

Kenny Born

Richard Hayden

Jesse Durbin

Lynn Williams

Lynn Williams

Motion to accept bills as presented
2nd Jesse Durbin

Motion to Adjourn William
2nd Hayden

APPROVED Health Committee

10:25

FILED

AUG 11 2020

Jessie Cox

SHELBY COUNTY CLERK

Purchasing Committee ~~8:30~~ 9:30

Lynn Williams

Terry Metzger

Richard Hayden Coll to order

David Swits

Kenny Borr

Gary Gergeni

Richard Hayden Motion to accept bills as presented
2nd Kenny Borr
Pass

David Swits Motion to Adjourn
2nd Terry Metzger

Pass

FILED

AUG 11 2020

Jamie Cox

SHELBY COUNTY CLERK

Less Salary
Aug 11, 2020

Frank McCalland, Barbara Bennett
Claims were approved.

FILED
AUG 11 2020

James Joy
SHELBY COUNTY CLERK

Law Enforcement Committee
Meeting Agenda August 6, 2020

1. Approval of minutes of July meeting
 2. Covid Lockdown/Covid Pay
 3. Side letter - Covid Procedures
 4. Side letter – work shifts/pay
 5. Side letter – Sergeants pay for Deputies
 6. Jail Administrator – in Union
-
7. Mark – FOP
 8. Overpayment by Treasurer for overtime not requested
 9. Need to hire correctional officers – 2 positions
 10. Jeff Wood voted into Crimestoppers last meeting
 11. Justin Dudra taking over responsibilities for TRIAD
 12. Shop with a Cop
 13. Review Expenditures

Law Enforcement Committee

Meeting Agenda August 6, 2020 & Meeting Minutes

The meeting was called to order at 9:00a.m. with the following present: Sheriff Don Koonce, SrSgt. Jeffrey Wood, Mark Rusillo (FOP Rep.), Gary Patterson, Bob Simpson, Denny Drnjevic, States Attorney Gina Vonderheide, Treasurer Erica Firnhaber, County Board Member Jeff Slifer and County Board Member Gary Gergani.

1. Approval of minutes of July meeting
-Unable to approve minutes due to meeting notes being on a computer with a pass code. July minutes will need to be approved at next meeting.
2. Covid Lockdown/Covid Pay
-Mark Rusillo (FOP Rep) presented the committee a Memorandum of Agreement Regarding COVID-19 to be considered-Gary Patterson will present to the full county board.
3. Side letter - Covid Procedures
-Same discussion as Item #2.
4. Side letter – work shifts/pay
-Committee reviewed Approved side letter between the Sheriff and the FOP clarifying the practice/procedure.
5. Side letter – Sergeants pay for Deputies
-Matter discussed and may need to be heard by Fees and Salary Committee.
6. Jail Administrator – in Union
-Matter discussed-Committee was in favor-will be taken to county board by Gary Patterson
7. Mark – FOP
-Item not needed
8. Overpayment by Treasurer for overtime not requested
-Matter discussed with Treasurer-matter not resolved. Gary Patterson will request an opinion from States Attorney.
9. Need to hire correctional officers – 2 positions

-Discussion-Sheriff explained the need to hire two new correctional officers.

10. Jeff Wood voted into Crimestoppers Coordinator last meeting

-Announcement made.

11. Justin Dudra taking over responsibilities for TRIAD

-Announcement made.

12. Shop with a Cop

-Program placed on hold for this year by Sheriff.

13. Review Expenditures

-Committee Reviewed Expenditures.

Motion to Adjourn the Meeting by Denny Drnjevic and Seconded by Bob Simpson.

Meeting Adjourned at 11:09am.



Shelby County Emergency
Management Agency
Jared Rowcliffe, Director
315 ½ East Main Street
Shelbyville, IL 62565
217-774-1499
shelbyema@shelbycounty-il.com

August 14th, 2020

Shelby County Board
Bruce Cannon, Chairman
301 East Main St.
Shelbyville, IL 62565

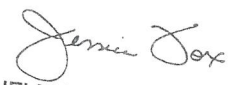
Chairman Cannon,

Please allow this letter to serve as my resignation from the positions of Zoning Administrator, Director of Emergency Management, GATA Coordinator and Program Compliance Oversight Monitor, effective at close of business on Friday August 14th, 2020. Also, I am resigning my position on the Christian-Shelby County Emergency Systems Telephone Board, the 911 director has been informed and they are searching for a recommendation to make to the County Board.

It has been my honor to serve the citizens of Shelby County these past ten years. If I can ever be of service in the future, feel free to let me know.

Sincerely,


Jared Rowcliffe

FILED
AUG 14 2020

SHELBY COUNTY CLERK