

February 8, 2021
SHELBY COUNTY BOARD MEETING AGENDA
February 11, 2021 – 7:00 P. M.
Lion's Club Building Forest Park, Shelbyville

1. Call to Order- Prayer - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Public Body Comment
5. Steve Melega, Health Administrator – County Covid-19 update
6. Bobby Orman, Chairman – Changes to Order of Business #13 to include *all committee meetings shall be voice recorded. Said recording kept on computer file in the County Clerk's office for a period of 1 year (currently only written minutes are made part of county board record, and this practice will continue);* Changes to #14 to reflect 18 standing committees
7. Bobby Orman, Chairman – Request Approval of Shelby County Title VI Transportation Plan
8. Terry Metzger, Zoning Committee – Request approval of Intergovernmental Agreement between Shelby County and the City of Shelbyville for Zoning Administrator services on an interim basis; Request approval of a resolution to hire Gary Townsend as interim Zoning Administrator
9. Sean McQueen, Undersheriff – Petition to Destroy/Dispose of County Property; Request approval for resolution to dispose of County Property in possession of the Shelby County Sheriff's office; Request approval for Board Chairman Orman to enter into a grant agreement with IL DECO for \$250,000
10. Don Tate, Public Buildings Chair – Discuss issue with Courthouse Drainage (water leaking on East and West side of Courthouse in the rock areas into the basement) and request approval to repair
11. Erica Firnhaber, Treasurer – Expense/Revenue report; monthly investment report
12. Erica Firnhaber, County Treasurer – Approval of Recertification Resolution for Participation by Elected Officials in IMRF (Must be done every 2 years)
13. Erica Firnhaber, Treasurer & Jessica Fox, County Clerk – Request approval of CIC governmental accounting software contract for payroll, budget and accounts payable
14. County Highway Engineer Alan Spesard – Highway Engineer's Report: Request approval of Petition from Cold Spring Highway Commissioner to replace deteriorated culvert; Resolution to award oil bids; Resolution to award Cold Mix oil/mill bids; Resolution to provide matching funds for the Flat Branch Bridge Replacement project (located 2525N/1100E, Bridge 087-3101); Joint Agreement with IDOT for funding the Flat Branch Bridge; Engineering agreement with Civil Design, Inc. to perform GIS Culvert assessment for Townships per Grant received by Highway Department; Tabled from January 14th meeting – Construction Engineering Agreement with Hampton, Lenzini and Renwick to help County Highway Department with Cowden-Herrick Road construction oversite
15. Bobby Orman, Chairman – Discuss and request approval for additional funding (not budgeted) for County Auditor West & Co
16. Jesse Durbin, Shelby County Farm Chair – Expiration of County Farm Lease
17. Mark Bennett – Request approval for Disposal of Shelby County Poor Farmland (also known as the Shelby County Farm 240 acres +/-)
18. Nichole Kroncke – Shelby County Poor Farm legal, Payment of delinquent Shelby County Farm taxes
19. Committee Reports
20. Chairman Updates
21. Chairman Appointments* see listing below
22. Correspondence
23. Approval of all Claims as presented and reviewed by committees
24. Public Body Comment
25. Adjournment

Please silence cell phones during the Board meeting.

PRAYER THIS MONTH IS GIVEN BY BOARD MEMBER LYNN WILLIAMS

- **Chairman appointments:**
John Strohl - Sheriff's Merit Commission
Bruce Steinke – Zoning Board of Appeals
Gary Gergeni - ROE
Paul Canaday – EIEDA
Pam Fairbanks – Shelby County Housing Authority

SHELBY COUNTY BOARD MEETING

February 11, 2021- 7:00 P.M.

The Shelby County Board met on Thursday, February 11, 2021 at 7:00 P.M. at the Lion's Club in Forest Park in Shelbyville, Illinois.

Chairman Orman called the meeting to order, Board member Lynn Williams gave the prayer, and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll.

Minutes for the January 14, 2021 board meeting were presented for approval. B. Bennett made motion to approve the minutes as presented. Gergeni seconded said motion, which passed by voice vote (22 yes, 0 no).

Chairman Orman called for Public Body Comment.

George Hiler from rural Assumption questioned the board regarding their moratorium on wind farms, expressed his concerns and requested the board carefully exam policy and procedure regarding wind farms before passing any type of ordinance. Various members of the public spoke regarding the payment of the County Farm taxes and encouraged the board to not pay them. Discussion was also held about the County Farm and options such as selling the land and doing a licensure agreement were addressed by members of the audience. Prior to ending PBC, board member John Pogue stated he would pull the agenda item for payment of farm taxes and defer this back to the State's Attorney.

Health Administrator addressed those in attendance and gave details on Covid-19 cases in Shelby County and discussed how current vaccinations procedures for COVID-19 were being handle by the County Health Department.

Chairman Orman called for a rule change to the order of business #13 to read all committee meetings shall be voice recorded and those recordings shall be kept on file in the Clerk's office for 1 year. Discussion was held.

Orman made motion to approve recording committee meetings. Baker seconded said motion, which failed by voice vote (6 yes (M. Bennett, Percy, Pogue, Canaday, Orman and Gergeni), 16 no).

Orman next requested a change in the order of business for #14 to reflect 18 standing committees. Gergeni made motion to accept this change. Patterson seconded said motion, which passed by voice vote (22 yes, 0 no).

Chairman Orman presented the Shelby County Title VI Transportation Policy for approval. This policy is necessary for Shelby County PCOM and to administer Public Transportation. Orman made motion to approve the policy. Barr seconded said motion, which passed by voice vote (22 yes, 0 no). (Policy attached to these minutes).

Zoning committee member Terry Metzger informed the board the County has been without a Zoning Administrator since mid-August. An interim Zoning Administrator has been offered the position on a temporary basis pending board approval. Metzger requested the board approve a resolution hiring Gary Townsend, who serves the City of Shelbyville as Zoning Administrator, as interim Zoning Administrator for Shelby County. Hiring Townsend will help the County get caught up on Zoning issues and building permits that have not been taken care of in months.

Barr made motion to approve the appointment. Canaday seconded said motion, which passed by voice vote (22 yes, 0 no). (Resolution attached to these minutes).

Next Metzger presented for approval an Intergovernmental Agreement between the City of Shelbyville and Shelby County approving both to utilize Townsend as a Zoning Administrator.

Gergeni made motion to approve the agreement. Tate seconded said motion, which passed by voice vote (22 yes, 0 no).

Undersheriff Sean McQueen presented for approval a petition and resolution to declare surplus and dispose of 15 Toughbook computers from squad cars and outdated bullet proof vests.

Patterson made motion to approve declaring these items surplus and for disposal. Lines seconded said motion. Discussion was held regarding this matter as the vest had been planned to be used at the gun range. Undersheriff McQueen assured those in attendance the vest would be destroyed in a safe and secure manner. Coffman called for the vote. Motion to

Shelby County Board Meeting
February 11, 2021

declare property surplus and destroy passed by voice vote (21 yes, 1 nay – Lines). (Petition and resolution attached to these minutes).

Undersheriff McQueen also requested approval from the board to allow Board Chairman Orman to sign a grant agreement, previously signed by the former board chair. B. Bennett made motion to approve. Patterson seconded said motion, which passed by voice vote (22 yes, 0 no).

Public Buildings Chairman Don Tate informed the board the committee had met recently to discuss water drainage issues in the rock areas on both sides of the Courthouse. The Sheriff had gotten a bid estimate from Fox & Austin for this project; however, the committee request the Sheriff to put these bid specs out even though items less than \$30,000 are not required to be bid. The committee will have more to report to the board later.

Treasurer Erica Firnhaber addressed the board to review the revenue and expense report and the investment report. Orman made motion to accept the Treasurer's reports as presented. Tate seconded said motion, which passed by voice vote (22 yes, 0 no).

Next Firnhaber presented a resolution for recertification in IMRF for elected officials. IMRF requires this to be done every 2 years. B. Bennett made motion to approve the resolution. Simpson seconded said motion, which passed by voice vote (22 yes, 0 no).

Treasurer Firnhaber and County Clerk Fox requested approval of a contract with Computer Information Concepts (CIC) for new financial software for the office of the County Clerk and the Treasurer. Firnhaber informed the board the budget committee had approved moving forward with this software in October of 2020 following a live demonstration. Request for bid proposals were published in a local paper and no bids were received other than CIC and Zobrio. The current provider Zobrio will no longer provide a payroll program or payroll support as of July 31, 2021. This program will provide payroll, accounts payable and budgeting, which are required by both offices. Several counties in the area who were with Zobrio have recently signed contracts with CIC and time is of importance for Shelby County to get "in line" to have our system installed. The software contract had previously been emailed to all board members for their review.

Baker made motion to approve the CIC contract. Gergeni seconded said motion, which passed by roll call vote: Aye – Baker, Barr, B. Bennett, M. Bennett, Canaday, Drnjevic, Gergeni, Hite, Lenz, Lines, Orman, Percy, Pogue, Simpson, Slifer, and Tate. No – Metzger, Patterson and Swits. Present – Coffman and Williams. Not voting – none. (Contract attached to these minutes).

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

Alan Spesard, County Highway Engineer, presented the Highway Engineer's Report and requested approval from the Board for a petition, 3 Resolutions and an Agreement. Spesard requested approval from the Cold Spring Highway Commissioner to replace a culvert located 4.5 miles northeast of Herrick. Estimated cost are \$2,000 and will be split equally between the Township and the County.

Barr made motion to approve the petition. Baker seconded said motion, which passed by voice vote (22 yes, 0 no). (Petition attached to these minutes).

Spesard presented a resolution to award oil bids to the low bidder. Bids were opened on Friday, Feb. 5th, and the only bidder was Howell Paving. Slifer made motion to approve the oil resolution. Williams seconded said motion, which passed by voice vote (21 yes, 0 no, 1 present – B. Bennett). (Resolution attached to these minutes).

Next, Spesard presented the resolution for Cold Mix, which includes the oil and pugmill. This bid was also opened on Friday, Feb. 5th, and Howell paving was the only bidder. Spesard reported 33,000 gallons of cold mix will be prepared.

Baker made motion to approve the resolution. Tate seconded said motion, which passed by voice vote (20 yes, 1 no - Pogue, 1 present – B. Bennett). (Resolution attached to these minutes).

Spesard presented a funding resolution for a closed bridge in Flat Branch Township. This bridge is located 5 miles southeast of Moweaqua. The joint funding agreement has not yet been received from IDOT, but Spesard stated the board could go ahead and approve the resolution. This bridge will be funded with 80% Federal monies, 16% state and the remaining 4% will be shared between the County and the Township. Estimated maximum matching funds for this project are \$55,000.

Simpson made motion to approve the resolution. Barr seconded said motion, which passed by voice vote (22 yes, 0 no). (Resolution attached to these minutes).

Shelby County Board Meeting
February 11, 2021

The final agreement Spesard had to present was the engineering agreement with Hampton, Lenzini and Renwick for construction oversight on the Cowden-Herrick road project that was tabled at the January meeting. The estimated cost for this agreement is \$82,000 and will be paid for by Rebuild Illinois grant funds, not County general funds.

Baker made motion to remove this item from the table. Lines seconded said motion, which passed by voice vote (22 yes, 0 no).

B. Bennett made motion to approve the engineering agreement. Barr seconded said motion. Discussion was held. Swits called for the vote. Baker requested a roll call vote which passed (19 yes, 3 no). Aye – Barr, B. Bennett, M. Bennett, Canaday, Coffman, Drnjevic, Durbin, Gergeni, Hite, Lenz, Lines, Metzger, Orman, Patterson, Simpson, Slifer, Swits, Tate and Williams. Nay – Baker, Percy, and Pogue. (Agreement attached to these minutes).

Continuing with updates, Spesard reported on Feb. 5th a bid opening was also held for oil for the townships and rock hauling for the townships. The closed bridge in Flat Branch is scheduled to be bid by IDOT on April 23. Spesard hopes to build 2 bridge this year, the Flat Branch bridge and one in Rose Township. Due to environmental concerns (the nesting of long eared bats), trees around these bridges must be removed before April 1 or work can not take place. The Cowden-Herrick road project is approved for a bid opening on March 5th in Springfield. The contract for this project will be between IDOT and the contractor awarded the bid. IDOT will award the bid. This is a 1.2-million-dollar project that will be funded by 80% Federal funds, up to \$200,000 State match and the remaining funds will come from the Rebuild Illinois grant. The Illinois Commerce Commission has awarded \$164,000 for a railroad crossing approach in Todd's Point Township. This crossing is located 2.5 miles northeast of Findlay. The Highway Department has 12 months to build this approach and the design will be done in house.

Chairman Orman informed the board he recently met with County Auditor West & Co. They feel Shelby County is in a high-risk category and will need another 300 – 400 hours of work at \$100.00 per hour. This will probably double the cost of the audit from original \$42,000 listed in their contract that was signed in 2019. Only \$50,000 was budgeted for the annual county audit, so it is possible the County may need to amend the general fund account in July. The County is required by law to conduct an annual audit. The County really has little choice but to approve additional funding so West & Co. can complete the audit they are currently working on, as they will not sign off on what they have completed to date. West & Co. feels the County is high risk as findings that were found in last year's audit have not been addressed by the board. Discussion was held regarding some findings which are unavoidable but felt should not put the county in a high-risk category.

Orman made motion to approve additional funding for the county audit. Tate seconded said motion. Baker made motion to table this item, which died for lack of a second. Motion to approve additional funding passed by roll call vote (19 yes, 2 no, 1 present) Aye – Barr, B. Bennett, M. Bennett, Canaday, Coffman, Drnjevic, Durbin, Gergeni, Hite, Lenz, Metzger, Orman, Patterson, Pogue, Simpson, Slifer, Swits, Tate and Williams. Nay – Baker and Lines. Present – Percy.

Lines made motion to cap additional funding at no more than \$50,000. Slifer seconded said motion, which failed by voice vote (8 yes – Barr, Percy, Lines, Baker, Gergeni, Pogue, Lenz and Slifer, 13 no).

Farm Committee Chair Jesse Durbin addressed the board regarding the expiration of the County Farm Lease which is set to expire at the end of the month. This ground (240 acres) was purchased by the county in 1867 for \$5,060 for use as a "poor farm". In 1967 the State abolished the "Almshouse" and poor farms. This ground has been leased to area farms since the early 1970's and Shelby County has always paid the property taxes until this past year and these taxes currently remain unpaid.

State's Attorney Nichole Kroncke informed the board her office called 46 counties out of the 102 in Illinois. 15 of these counties own farm ground. 13 of these 15 counties lease their farm ground and 10 of those 13 counties pay the taxes. Kroncke has requested a written opinion on issues related to the farm ground from the Attorney General's office and is still waiting on a response. It is possible an opinion will not be received this year. It is necessary for the county to move forward. Kroncke stated she has researched licensing the farm ground as an alternative to a lease at the request of the Farm Committee. She received a licensing agreement for a forest preserve from Kendall County. Kroncke proposed a licensing agreement as a potential alternative to a lease. Members of the Farm Committee then scheduled a second committee meeting and voted to sell the county farm and for that reason, Kroncke did not draft a licensing agreement for consideration.

Mark Bennett, Farm Committee member stated the members of the Farm Committee felt the best option is to sell the County Farm. He understands the emotional aspect of this

Shelby County Board Meeting
February 11, 2021

ground to the County. This land is not contiguous with the Airport, so it is not an option to "give" this farm ground to the Airport for their use.

Baker made motion to sell the County Farm. Lines seconded said motion. A lengthy discussion ensued.

Metzger made motion to table the sale of the county farm. Slifer seconded said motion, which passed by roll call vote 13-9 Aye – Barr, B. Bennett, Coffman, Drnjevic, Durbin, Hite, Lenz, Metzger, Patterson, Simpson, Slifer, Swits and Williams. Nay – Baker, M. Bennett, Canaday, Gergeni, Lines, Orman, Percy, Pogue and Tate.

Chairman Orman called for committee reports. (Committee reports attached to these minutes). Reports were given and items presented for follow-up and/or for public awareness.

Law Enforcement Chair Gary Patterson stated the jail is currently full. Patterson stated the County needed to get a policy in place regarding a COVID-19 policy and a virtual meeting policy.

Orman thanked Paul Canaday for making the name plates for the board members.

Continuing with Chairman Appointments Orman requested approval for the following:

Reappoint Bruce Steinke to the Zoning Board of Appeals. Motion by Durbin, second by Barr, passed by voice vote (22 yes, 0 no).

Appoint John Strohl to the Sheriff's Merit Commission. Motion by Slifer, second by B. Bennett, passed by voice vote (22 yes, 0 no).

Appoint Gary Gergeni to the Regional Office of Education. Motion by Orman, second by Drnjevic, passed by voice vote (22 yes, 0 no).

Appoint Paul Canaday to the Eastern Illinois Economic Development Authority. Motion by Orman, second by Slifer, passed by voice vote (22 yes, 0 no).

Appoint Pam Fairbanks to the Housing Authority. Motion by Baker, second by Slifer, passed by voice vote (22 yes, 0 no).

There was no correspondence.


B. Bennett made motion to approve the paying of the monthly bills as reviewed by committee. Simpson seconded said motion, which passed by roll call vote (21 yes, 0 no, 1 absent) Aye – Baker, Barr, B. Bennett, M. Bennett, Canaday, Coffman, Drnjevic, Durbin, Gergeni, Hite, Lenz, Lines, Metzger, Orman, Patterson, Percy, Pogue, Simpson, Slifer, Swits, Tate and Williams. Absent – Lenz.

At this time, the Chairman again called for public body comment.

Comments from the public related to the audit for FY ending 8/31/2019 was not taken seriously by the board and should have been received by the board in advance for review. Disappointment was expressed that the board did not approve the taping of committee meetings so the public could review. Orman requested that board members find in the statutes where public land can be used for private purpose.

State's Attorney Kroncke informed the board that 20/20 Forensics (John Vanderburg) hopes to have the payroll audit of the Sheriff's office done by the end of February. The Highway Engineer is currently being investigated by a law enforcement agency which just began. The gun sales investigation was completed last summer and was accepted by the AG's office. This will probably be addressed once the payroll audit is complete.

Metzger made motion to adjourn until the next meeting to be held on March 11, 2021. Baker seconded said motion, which passed by voice vote (21 yes, 0 no) and the meeting was adjourned at 10:51 P.M.


Jessica Fox
Shelby County Clerk and Recorder

Feb. 11, 2021

REGULAR MEETING

| | | ROLL CALL | | | QUESTIONS | | | | | | | |
|----------------------|------------------|-----------|-----------|--------|--------------------------------------|---|-----------------------------|---|----------------|---|-----|-----|
| | | | 2/11/2020 | 1/2020 | CIC Financial ON MOTIONS TO Software | Eng Ag Williams ON MOTIONS TO Lenzani, Remick | for overcrk design C-H road | Additional funds ON MOTIONS TO for West + Co. | County Auditor | Table the ON MOTIONS TO sale of Co Farm | | |
| COUNTY BOARD MEMBERS | | MILEAGE | A.M. | P.M. | AYE | NAY | AYE | NAY | AYE | NAY | AYE | NAY |
| | BAKER, EARL | 50 | ✓ | | 1 | | | 1 | | 1 | | 1 |
| | BARR, KENNETH | 50 | ✓ | | 2 | | 1 | | 1 | | 1 | |
| | BENNETT, BARBARA | 40 | ✓ | | 3 | | 2 | | 2 | | 2 | |
| | BENNETT, MARK | 32 | ✓ | | 4 | | 3 | | 3 | | | 2 |
| | CANADAY, PAUL | 0 | ✓ | | 5 | | 4 | | 4 | | | 3 |
| | COFFMAN, BRYON | 48 | ✓ | | 6 | | 5 | | 5 | | 3 | |
| | DRNJEVIC, DENNIS | 22 | ✓ | | 6 | | 6 | | 6 | | 4 | |
| | DURBIN, JESSE | 12 | ✓ | | 7 | | 7 | | 7 | | 5 | |
| | GERGENI, GARY | 26 | ✓ | | 8 | | 8 | | 8 | | | 4 |
| | HITE, ROD | 56 | ✓ | | 9 | | 9 | | 9 | | 6 | |
| | LENZ, LARRY | 26 | ✓ | | 10 | | 10 | | 10 | | 7 | |
| | LINES, PATRICK | 0 | ✓ | | 11 | | 11 | | | 2 | | 5 |
| | METZGER, TERRY | 0 | ✓ | | | 1 | 12 | | 11 | | 8 | |
| | ORMAN, ROBERT | 34 | ✓ | | 12 | | 13 | | 12 | | | 6 |
| | PATTERSON, GARY | 0 | ✓ | | | 2 | 14 | | 13 | | 9 | |
| | PEARCY, DEREK | 20 | ✓ | | 13 | | 1 | 2 | 14 | | | 7 |
| | POGUE, JOHN | 0 | ✓ | | 14 | | | 3 | 14 | | | 8 |
| | SIMPSON ROBERT | 32 | ✓ | | 15 | | 15 | | 15 | | 10 | |
| | SLIFER, JEFF | 32 | ✓ | | 16 | | 16 | | 16 | | 11 | |
| | SWITS, DAVID | 34 | ✓ | | | 3 | 17 | | 17 | | 12 | |
| | TATE, DON | 40 | ✓ | | 17 | | 18 | | 18 | | | 9 |
| | WILLIAMS, LYNN | 0 | ✓ | | 18 | | 19 | | 19 | | 13 | |

17-yes
3-no
2-present

19-yes
3-no

19-yes
2-no
1-present

SHELBY COUNTY

Feb. 11 2021 REGULAR MEETING

| | | ROLL CALL | | | QUESTIONS | | | | | | | |
|----------------------|------------------|-----------|-----------|--------|---------------------------------------|-----|---------------|-----|---------------|-----|---------------|-----|
| | | | 2/11/2020 | 1/2020 | Payment of ON MOTIONS TO Claims | | ON MOTIONS TO | | ON MOTIONS TO | | ON MOTIONS TO | |
| COUNTY BOARD MEMBERS | | MILEAGE | A.M. | P.M. | AYE | NAY | AYE | NAY | AYE | NAY | AYE | NAY |
| | BAKER, EARL | 50 | | | 1 | | | | | | | |
| | BARR, KENNETH | 50 | | | 2 | | | | | | | |
| | BENNETT, BARBARA | 40 | | | 3 | | | | | | | |
| | BENNETT, MARK | 32 | | | 4 | | | | | | | |
| | CANADAY, PAUL | 0 | | | 5 | | | | | | | |
| | COFFMAN, BRYON | 48 | | | 6 | | | | | | | |
| | DRNJEVIC, DENNIS | 22 | | | 7 | | | | | | | |
| | DURBIN, JESSE | 12 | | | 8 | | | | | | | |
| | GERGENI, GARY | 26 | | | 9 | | | | | | | |
| | HITE, ROD | 56 | | | 10 | | | | | | | |
| | LENZ, LARRY | 26 | | | A | | | | | | | |
| | LINES, PATRICK | 0 | | | 11 | | | | | | | |
| | METZGER, TERRY | 0 | | | 12 | | | | | | | |
| | ORMAN, ROBERT | 34 | | | 13 | | | | | | | |
| | PATTERSON, GARY | 0 | | | 14 | | | | | | | |
| | PEARCY, DEREK | 20 | | | 15 | | | | | | | |
| | POGUE, JOHN | 0 | | | 16 | | | | | | | |
| | SIMPSON ROBERT | 32 | | | 17 | | | | | | | |
| | SLIFER, JEFF | 32 | | | 18 | | | | | | | |
| | SWITS, DAVID | 34 | | | 19 | | | | | | | |
| | TATE, DON | 40 | | | 20 | | | | | | | |
| | WILLIAMS, LYNN | 0 | | | 21 | | | | | | | |



Shelby County Health Department Covid-19 Report, 2/11/21

2041 **Confirmed Positive** (0 new cases today)

20 Active Cases

34 Deaths (0 new death today)

1987 Out of Isolation

1660 **Contact Tracing** cases closed

98 Active Cases

94.43% were reachable of 1800 cases

Vaccinations – Phase 1-A completed

70 Hospital staff – 2nd dose completed

Skilled Long Term Nursing Homes (3 ct.) 2nd dose completed. (by CVS, Walgreens)

192 Residents

139 Staff

Health Department Vaccinations Phase 1-A – 1-B

750, 1st doses have administered

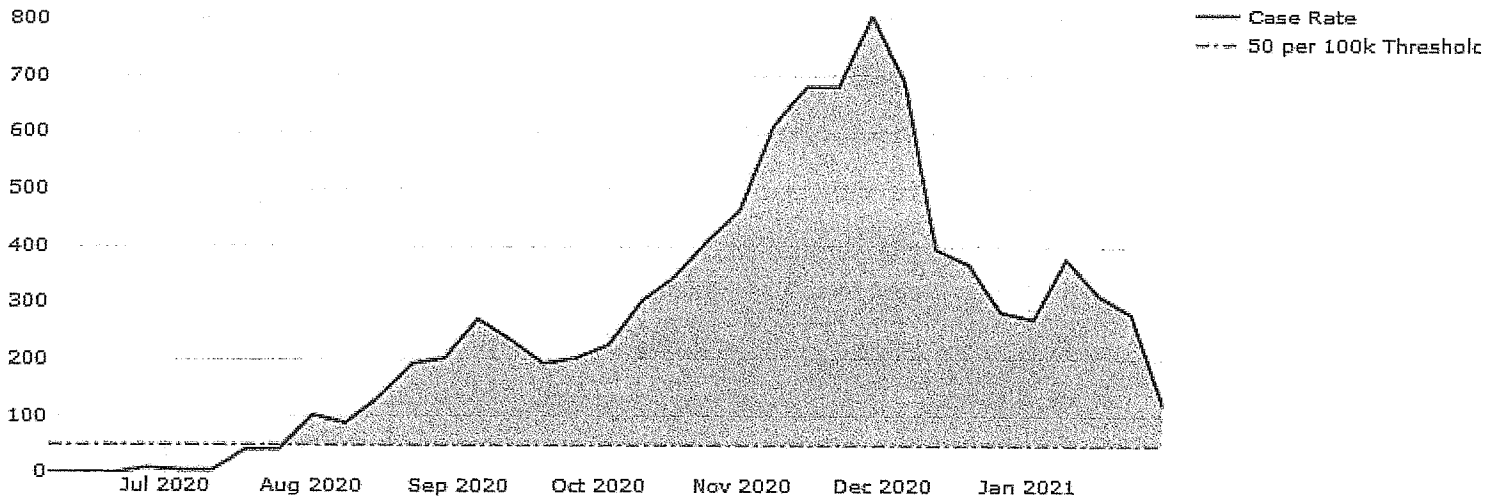
112, 2nd dosages have been administered.

Vaccinating individuals 65 and older Mon, Wed and Friday's by appointments.
Shelby County School Systems will be completed in February with first dosage.
Public Clinics expected in Mid-March performed by drive-up.

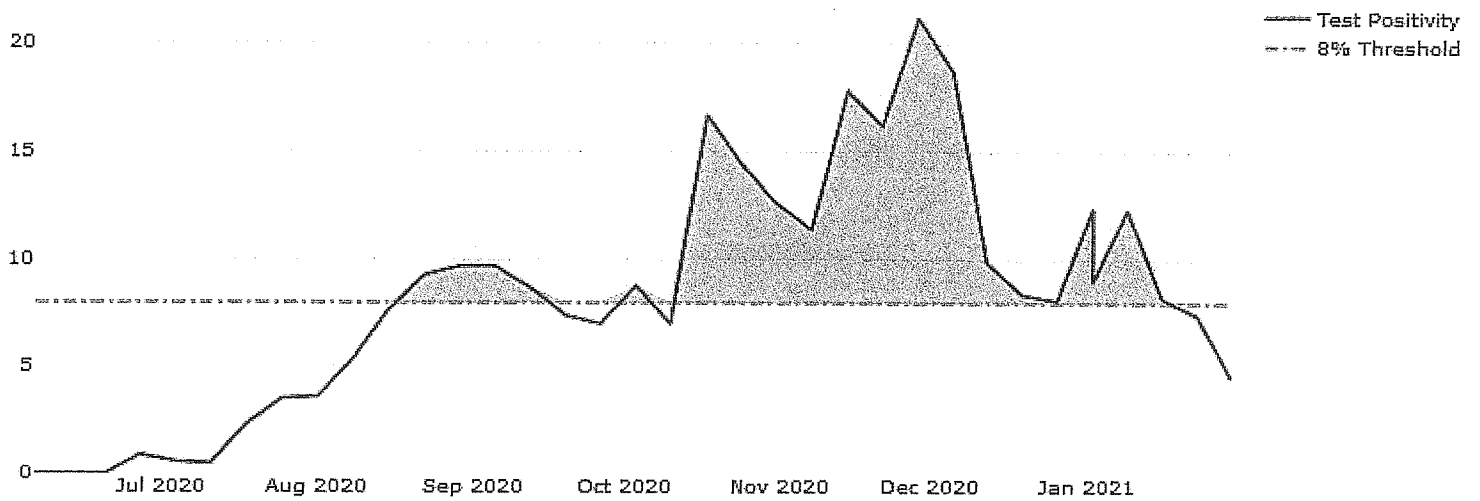
Governor (2/10/21) announces Illinois vaccine levels have been depleted down to 22 percent in Illinois while expanding 1-B Eligibility.

Time Series County Metrics Details

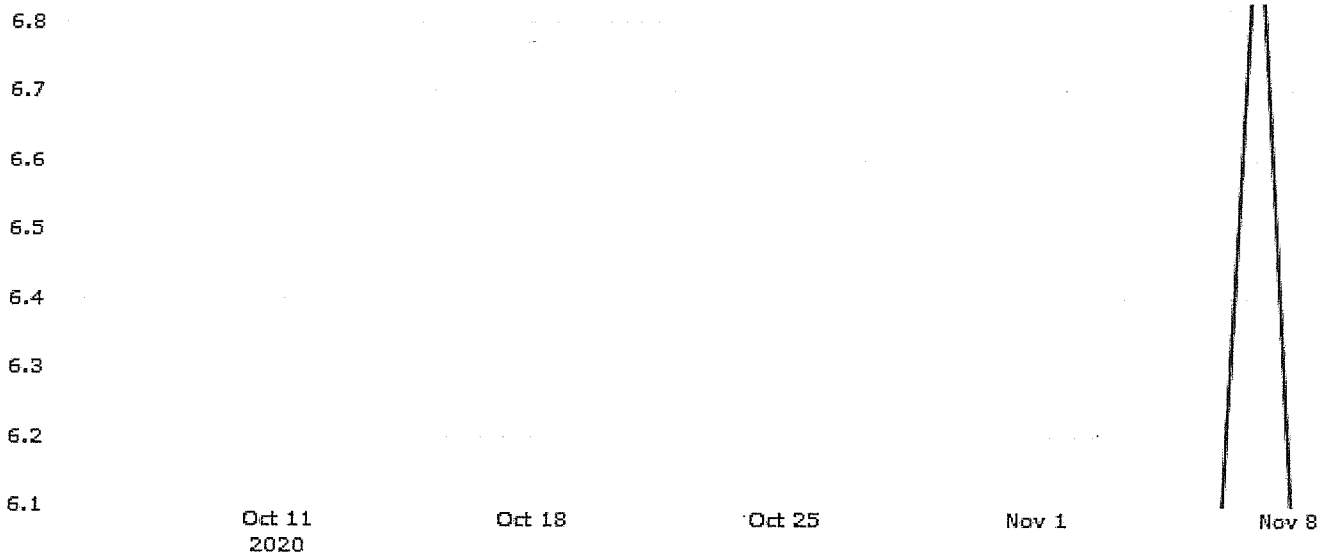
Case Rate Per 100k



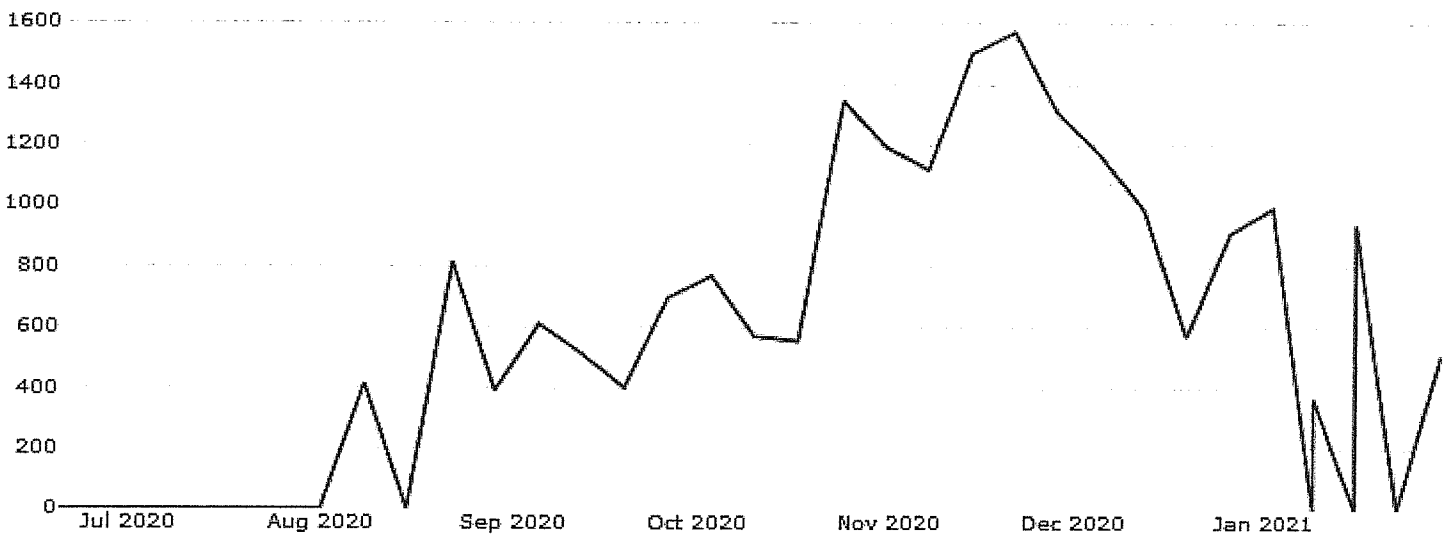
Test Positivity



Deaths

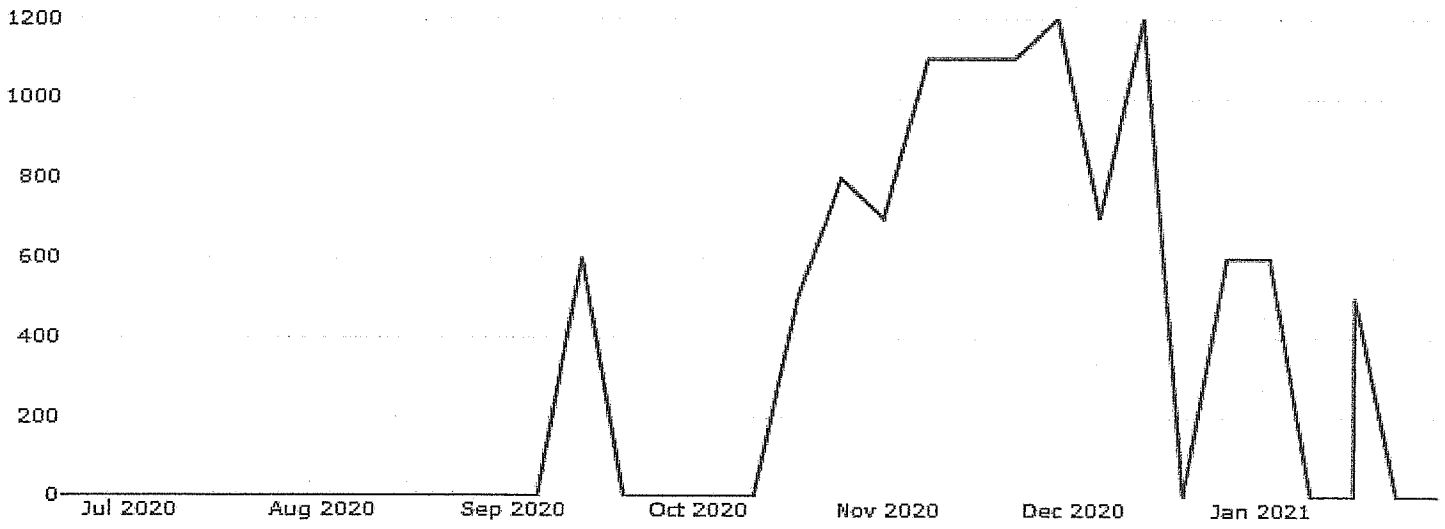


CLI ED Visits

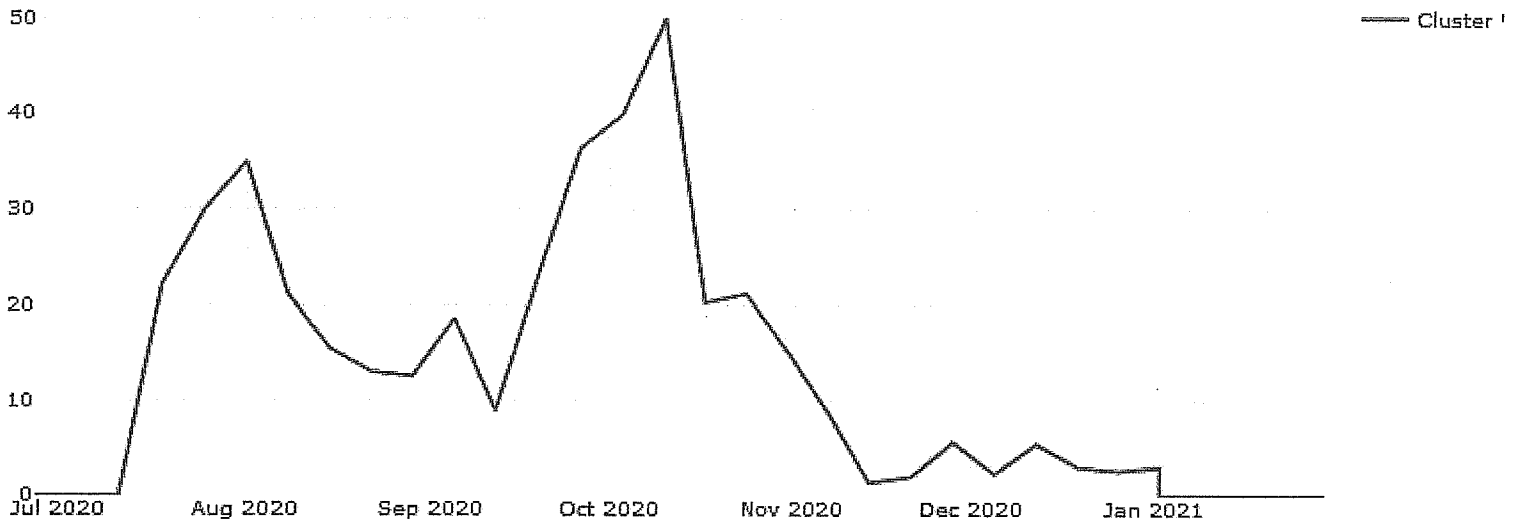


275B

CLI Admissions



Cluster %



275C

ORDER OF BUSINESS

- 1st. The order of business will be as follows:
- a. Calling the roll.
 - b. Approve minutes of last meeting.
 - c. Amendments and approvals.
 - d. The presentation of petitions, communications and bills.
 - e. Reports of standing committees shall be received and acted upon in regular order as presented to the Chair.
 - f. Reports of special committees.
 - g. Resolutions and unfinished business.
- 2nd. All questions relating to the priority of business shall be decided without debate.
- 3rd. The Chairman shall preserve order and decide questions of order, subject to an appeal to the Board.
- 4th. Every member, before his speaking shall raise his hand and rise from his seat, if able, and address himself to the Chair.
- 5th. When two or more members arise at once the Chair shall name the member who is to speak first.
- 6th. No member shall speak more than twice on the same question, without leave from the Board, and shall not occupy more than fifteen minutes the first time, no more than five the second.
- 7th. A member called to order whether by the Chair or any member of the Board, shall immediately take his seat, and if there be no appeal the decision of the Chair shall be conclusive.
- 8th. Every member present on the putting of a question if not directly interested, shall vote thereon, unless excused by the Board.
- 9th. No motion shall be debated upon or put unless first seconded. When a motion is seconded, it shall be stated by the Chair before debated, and every motion shall be reduced to writing by the maker when called upon by the Chairman or any member of the Board.
- 10th. When a blank is to be filled and different sums and times are proposed, the question shall first be put upon the largest sum and the longest time.
- 11th. A motion to adjourn shall always be in order, and shall be decided without debate, unless a question of time to adjourn shall occur.
- 12th. The Chair shall appoint all committees, unless otherwise directed by the Board.
- 13th. All committees shall report in writing, with the state of the facts and their opinions thereon, and the report to be signed by the majority of the committee.
- 14th. There shall be 18 standing committees, as follows: Fees and Salaries, to consist of three members; County Farm, to consist of three members; Road and Bridge to consist of four members; Miscellaneous and Ambulance to consist of five members; Finance to consist of five members; Public Building, to consist of five members; Airport, to consist of three members; Animal Control, to consist of three members; County Public Health, to consist of five members; Purchasing, to consist of seven members; Zoning, to consist of three members; Emergency Services and Disaster Agency (ESDA), to consist of three members; Law Enforcement, composed of three members; Liquor, composed of the County Board Chairman and two members; Legislative, composed of five members; Public Aid, to consist of the County Board Chairman and 2 Republican and 2 Democratic members; and Insurance Risk, to consist of three members. There shall also be an Executive Committee made up of the Chairman, Vice Chairman and the Chairs of the Fees/Salaries, Finance, Purchasing, and Legislative Committees.
- 15th. No alterations shall be made in any of the Rules of the Board, without the consent of a majority of the members thereof, or without one day's notice being given of the proposed change.
- 16th. After a motion is stated by the chairman, or read by the Clerk, it shall be deemed to be in the possession of the Board but may be withdrawn by the mover with consent of second any time before a decision.
- 17th. The rules may be suspended in any particular case by a vote of two-thirds of the members present.
- 18th. All bids or petitions presented to the Board involving an outlay of public funds, upon the request of any one member of the Board, an aye and nay vote shall be taken; and in calling the names of the members they will be called in alphabetical order.
- 19th. All claims must be presented 7 days before the first day of any meeting of the Board to be considered at any such meeting.
- 20th. If any question arises not covered by these Rules, Board will be governed by Roberts' Rules of Order.
- 21st. Annual Budget must be approved by 2/3's of the members present.

Effective 2/11/2021

enter doc #

Shelby County

Title VI Transportation Plan

301E. Main Street
Shelbyville, IL 62565

217-774-3841

www.shelbycounty-il.com

1.0 Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Plan

49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].

Shelby County assures the Illinois Department of Transportation that no person shall on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, Federal Transit Laws, 49 CFR Part 21 Unlawful Discrimination, Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation and as per written guidance under FTA Circular 4702.1B, dated October 2012, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the agency.

Shelby County further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Shelby County Board Chairman or authorized representative.
2. Issue a policy statement signed by the County Board Chairman or authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the County Board of Shelby and to the general public. Such information shall be published where appropriate in language other than English.
3. Develop a complaint process and attempt to resolve complaints of discrimination against Shelby County.
4. Participate in training offered on the Title VI and other nondiscrimination requirements.
5. If reviewed by IDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
6. Have a process to collect racial and ethnic data on persons impacted by the County's programs.
7. Submit the information required by FTA Circular 4702.1B to the IDOT. (refer to Appendix A of this plan)

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the County.

Signature: _____

Printed Name: Robert Orman, Shelby County Board Chairman

February 11, 2021

2.0 Introduction & Description of Transportation Service

The County of Shelby submits this Title VI Plan in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

Shelby County is a sub-recipient of FTA funds and provides service in Christian, Clay, Fayette, Montgomery, Moultrie and Shelby County in Illinois. A description of the current Shelby County Public Transportation system is included in Appendix B.

Title VI Liaison Contact Information

Erica Firnhaber
301 E Main Street
Shelbyville, IL 62565
217-774-3841
shcotre@shelbycounty-il.com

2.1 Annual Certifications and Assurances

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances. Primary recipients will collect Title VI assurances from sub-recipients prior to passing through FTA funds.

FTA Circular 4702.1B, Chapter III, Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.

Shelby County will remain in compliance with this requirement by annual submission of certifications and assurances as required. .

2.2 Title VI Plan Concurrence

This Title VI Plan was approved and adopted by the Shelby County Board. A copy is included in Appendix C of this Plan.

3.0 Title VI Notice to the Public

FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

3.1 Notice to Public

Recipients must notify the public of its rights under Title VI and include the notice and where it is posted in the Title VI Plan. The notice must include:

- A statement that the agency operates programs without regard to race, color and national origin.
- A description of the procedures members of the public should follow in order to request additional information on the grantee's nondiscrimination obligations.
- A description of the procedure members of the public should follow in order to file a discrimination complaint against the grantee.

A sample of the notice is included in Appendix D of this Plan.

3.2 Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of Shelby County's obligations under Title VI and to inform them of the protections afforded them under Title VI. At a minimum, the notice will be posted in the Lobby of the Shelby County Building at 301 E. Main Street, Shelbyville IL, at www.shelbycountyil.com.

FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to member of the public.

4.0 Title VI Procedures and Compliance

4.1 Complaint Procedure

Any person who believes he or she has been discriminated against on the basis of race, color or national origin by Shelby County may file a Title VI complaint by completing and submitting the county's Title VI Complaint Form (refer to Appendix E). Shelby County investigates complaints received no more than 180 days after the alleged incident. Shelby County will only process complaints that are complete.

Once the complaint is received, Shelby County will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgment letter informing him/her whether the complaint will be investigated by our office.

Shelby County has ninety (90) days to investigate the complaint. If more information is needed to resolve the case, Shelby County may contact the complainant. The complainant has ten (10) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days, Shelby County can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, Shelby County will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has ten (10) days to do so from the date of the closure letter or the LOF.

The complaint procedure will be made available to the public on Shelby County website (www.shelbycounty-il.com).

4.2 Complaint Form

A copy of the complaint form is provided in Appendix E and on Shelby County website (www.shelbycounty-il.com).

4.3 Record Retention and Reporting Policy.

Shelby County will submit Title VI Plans to IDOT for concurrence on an annual basis or any time a major change in the Plan occurs and to other funders as required.

Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

4.4 Sub-recipient Assistance and Monitoring.

FTA Circular 4705.1B, Chapter III, Paragraph 11: Primary recipients should assist their sub-recipients in complying with DOT's Title VI regulations, including the general reporting requirements.

Shelby County has one sub-recipients listed below. Shelby County is required by FTA to ensure that sub-recipients of federal funds comply with all Title VI requirements. To meet this mandate, Shelby County's monitoring consists of collecting data through site visits, day-to-day technical assistance, and reports/forms. Shelby County uses reports and site visits to determine if the sub-recipients are complying with the Title VI requirements as outlined in FTA Circular 4702.1B and their Title VI Plan.

Title VI Complaint procedures, Title VI Complaint Form, and a sample Title VI Notice have been developed and distributed by Shelby County to C.E.F.S. Shelby County also assists the sub-recipients with demographic maps for Title VI purposes upon request.

Shelby County contracts with C.E.F.S. Economic Opportunity Corporation /Central Illinois Public Transportation.

4.5 Sub recipients and Subcontractors

Shelby County is responsible for ensuring that subcontractors (TPOs) are in compliance with Title VI requirements. Sub recipients may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors. Shelby County, subcontractors, and/or TPOs may not discriminate in their employment practices in connection with federally assisted projects. Subcontractors and TPOs are not required to prepare or submit a Title VI Plan. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") must agree to the following clauses:

- 1. Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 2. Nondiscrimination:** The contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractors shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Illinois Department of Transportation and/or the Federal Transit Administration*, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Illinois Department of Transportation*, and/or the *Federal Transit Administration*, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Shelby County shall impose contract sanctions as appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the C.E.F.S., *Illinois Department of Transportation*, and/or the *Federal Transit Administration*, may direct as a means of enforcing such provisions including sanctions for noncompliance.

5.0 Title VI Investigations, Complaints, and Lawsuits

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations.....; lawsuits, and complaints naming the recipient.

In accordance with 49 CFR 21.9(b), Shelby County must record and report any investigations, complaints, or lawsuits involving allegations of discrimination. The records of these events shall include the date the investigation, lawsuit, or complaint was filed; a summary of the allegations; the status of the investigation, lawsuit, or complaint; and actions taken by Shelby County in response; and final

findings related to the investigation, lawsuit, or complaint. The records for the previous three (3) years shall be included in the Title VI Plan when it is submitted.

Shelby County has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years. Any complaints would be listed below.

Table 1: Sample form for summary of Investigations, Lawsuits, and Complaints.

| | Date (Month, Day, Year) | Summary (include basis of complaint: race, color, or national origin) | Status | Action(s) Taken |
|-----------------------|--|--|---------------|------------------------|
| Investigations | | | | |
| 1. 0 | | | | |
| 2. 0 | | | | |
| Lawsuits | | | | |
| 1. 0 | | | | |
| 2. 0 | | | | |
| Complaints | | | | |
| 1. 0 | | | | |
| 2. 0 | | | | |

6.0 Public Participation Plan

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.

The Public Participation Plan (PPP) for Shelby County was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision making process.

Current Outreach Efforts

HSTP Meetings – participates in quarterly Human Service Transportation Plan meetings for Region 7 (Christian County), Region 8 (Shelby County, Moultrie County), Region 9 (Montgomery County and Fayette County) Region 10 (Clay County). Attended by Program Compliance and Oversight Monitor, Mobility Manager(s), Operations Manager, Program Manager and Program Director.

Annual Public Hearing – takes place between February and April this is required by IDOT for public grant application reviews and input.

Annual Customer Service Survey – conducted annually by C.E.F.S. Central Illinois Public Transit to survey demographics, trends and needs.

Social Media- Central Illinois Public Transit maintains a Facebook page that engages community in transportation facts, information, service updates/changes and events.

Flyer Distribution- Mobility Manager and Drivers post flyer in public locations throughout our service area.

Quarterly Public Advisory Meetings – conducted quarterly in Christian, Clay, Fayette, Montgomery, Moultrie and Shelby County. Attended by public transportation staff, Program Compliance and Oversight Monitors, service providers, riders and general public.

Presentations Mobility Manager(s) give informational presentations to groups/agencies upon request. Groups and agencies include but have not been limited to Family Life Center, Soyland Access to Independent Living, C.E.F.S. Head Start Events, Health Departments and Senior Living facilities.

Informational Booths– Mobility Managers set up informational booths at area fairs and events. Attended but not limited to include C.E.F.S. Head Start Parent Nights, Health and Senior Fairs, Wellness Expo's, Education Fairs and Resource events.

Attendance at Community Events -Participation by Central Illinois Public Transportation staff (Mobility Managers/Drivers) at local community events, distributing informational materials. Events attended include but are not limited to C.E.F.S Outreach Open Houses, local parades and block parties, Church events and drive through flu clinics.

7.0 Language Assistance Plan

FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).

Shelby County contracts with C.E.F.S. to operate a transit system within Christian, Clay, Fayette, Montgomery, Moultrie and Shelby County in Illinois. The Language Assistance Plan (LAP) has been prepared to address Shelby County's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. Shelby County's service area has 0.77% percentage of those that describe themselves as not able to communicate in English very well (Source: US Census) or 860 residents. The counties in the Shelby County service area do not have LEP groups which speak English less than "very well" which exceed either 5.0% or 1,000 person. Shelby County is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP.

Shelby County has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four factor analysis to develop its LAP. The LAP is included in this Title VI Plan as Appendix G.

The number and percentage of people who do not speak English very well can be found in Appendix

8.0 Transit Planning and Advisory Bodies

FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

| Body | Caucasian | Latino | African American | Asian American | Native American | Other |
|-------------------------|-----------|--------|------------------|----------------|-----------------|-------|
| Service Area Population | 94.8% | 1.7% | 1.9% | 0.5% | 0.3% | 1.0% |
| Shelby County Board | % 100.0 | % | % | % | % | % |

Data source: Census Quick Facts

Shelby County is an elected body. All citizens of Shelby County are encouraged to participate in county government by nominating and electing officeholders. Shelby County invites citizens to express their opinions and concerns to their Board Members.

9.0 Title VI Equity Analysis

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

Title 49 CFR, Appendix C, Section (3)(iv) requires that "the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin." For purposes of this requirement, "facilities" does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. In order to comply with the regulations, Shelby County will ensure the following:

1. Shelby County will complete a Title VI equity analysis for any facility during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard

to race, color, or national origin. Shelby County will engage in outreach to persons potentially impacted by the siting of the facility. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.

2. When evaluating locations of facilities, Shelby County will give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group level where appropriate to ensure that proper perspective is given to localized impacts.
3. If Shelby County determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, Shelby County may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. Shelby County must demonstrate and document how both tests are met. Shelby County will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

Shelby County has not recently constructed any facilities nor does it currently have any facilities in the planning stage. Therefore Shelby County does not have any Title VI Equity Analysis reports to submit with this Plan. Shelby County will utilize the demographic maps included in Appendix I for future Title VI analysis.

10.0 System-Wide Service Standards and Service Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

Transportation services in Shelby County are not fixed routes.

11.0 Appendices

APPENDIX A FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
APPENDIX B CURRENT SYSTEM DESCRIPTION
APPENDIX C TITLE VI PLAN ADOPTION MEETING MINUTES AND IDOT CONCURRENCE LETTER
APPENDIX D TITLE VI SAMPLE NOTICE TO PUBLIC
APPENDIX E TITLE VI COMPLAINT FORM
APPENDIX F PUBLIC PARTICIPATION PLAN
APPENDIX G LANGUAGE ASSISTANCE PLAN
APPENDIX H OPERATING AREA LANGUAGE DATA: C.E.F.S. SERVICE AREA
APPENDIX I DEMOGRAPHIC TABLE
APPENDIX J TITLE VI EQUITY ANALYSIS

Appendix A

FTA Circular 4702.1B Reporting Requirements for Transit Providers

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements

All recipients must submit:

- Title VI Notice to the Public, including a list of locations where the notice is posted
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- Title VI Complaint Form
- List of transit-related Title VI investigations, complaints, and lawsuits
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.**
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)
- including evidence that the board or other governing entity or official(s) considered, was aware of the results, and approved the analysis
- A description of the public engagement process for setting the "major service change policy," disparate impact policy, and disproportionate burden policy

Appendix B

Current System Description

The goal of Shelby County Public Transportation's public transportation program is to provide reliable and timely transportation to residents of each county we serve by insuring punctuality, accessibility, courtesy, cleanliness, serviceability, and safety at all times to our riders. Shelby County contracts with C.E.F.S to provide this service.

C.E.F.S. Economic Opportunity Corporation is a non profit 501 (c) 3 Community Action Agency serving the Central Illinois counties of Christian, Clay, Effingham, Fayette, Montgomery, Moultrie and Shelby. C.E.F.S. provides public transportation for Effingham and Shelby counties 5,311 grantees through a Purchase of Service Agreement. C.E.F.S. develops, implements, and evaluates social service programs to assist economically and socially disadvantaged people in their quest for greater self-sufficiency. We offer programs as diverse as the needs of the people in the communities we serve. Central Illinois Public Transit the C.E.F.S. public transportation program. Their Chief Executive Officer is responsible for all day to day operations of our organization and reports directly to our Board of Directors. Our Board of Directors is comprised of members from each of the counties we serve. The Board of Directors provides oversight in priorities and develop the fiscal, personnel, planning/evaluation and equal opportunity policies of the corporation.

The CIPT Transportation Director is responsible to the Chief Operations Officer and Chief Executive Officer for the administration, leadership and oversight of the rural transportation system in accordance with funding source guidelines and agency policies. The C.E.F.S. Economic Opportunity Corporation's Chief Financial Officer is responsible for liability insurance for both IDOT, County, and agency owned vehicles, as well as vehicle registration renewal. All safety sensitive employees are required to complete IDOT approved safety and security training as part of their new hire orientation. Drivers complete a minimum of 80 hours of driver training which includes Defensive Driving, Emergency Procedures, Passenger Assistance/Customer Service. Driver training consists of vehicle introduction, behind the wheel training, pre/post trip inspections, and proper use of wheelchair lifts and securement devices. Drivers are re-certified annually and renew Defensive Driving, Emergency Procedures and Passenger Assistance/Customer Service tri-annually.

Maintenance on all agency vehicles is managed by the Maintenance Supervisor. Repairs and maintenance consist of a combination of in house and outsourced services. All maintenance is performed under the guidelines of the Preventative Maintenance Plan which conforms to the IDOT Maintenance Guidelines. All vehicle records are kept on-site at our Shelby County Maintenance Facility, 1505 W. South 1st Street, Shelbyville, IL or at the Administrative Office, 1805 S. Banker Street, Effingham, IL and retained for seven years.

Central Illinois Public Transit employees a total of 49 employees that include: 24 full time drivers, 8 part time drivers, 6 substitute/casual drivers, 3 full time dispatchers, 3 full time administrative staff and 5 support staff.

Transportation employees that have completed all the required safety and drivers training requirements are eligible to drive passengers in agency vehicles. Vehicles above a 14-passenger capacity require a CDL license with passenger endorsement. We currently have 22 trained drivers with passenger endorsement CDL's.

Central Illinois Public Transit provides demand response services in Christian, Clay, Fayette, Montgomery, Moultrie and Shelby County in Central Illinois. Our services are open to the public and have no qualification criteria. Trips outside our service area are offered as requested and availability allows for medical purposes. Trips can be scheduled for any purpose but typically fall within the following categories: Medical, Employment, Education, Nutritional, Recreational, Social and Business. Our fleet includes mini-vans, 14-passenger Medium Duty Vans and 26-passenger Super Duty Buses. All vehicles are equipped with a lift and are ADA Complaint. Trips are prioritized on a first come, first serve basis. CIPT provides service 308 days per year and averages 493 rides per day, 5.3 miles per ride, 2,607 service miles per day and 208 service hours per day.

Passenger Handbook and more information can be found on the C.E.F.S website: (www.cefseoc.org).

Shelby County Provides oversight and insures compliance of C.E.F.S. transportation program.

Appendix C
Title VI Plan Adoption
Shelby County
Title VI Transportation Plan
Signature Authorization Page



Shelby County Board Chairman

2-11-2021

Date



Attest

2/11/2021

Date

Appendix D

Title VI Sample Notice to Public

Notifying the Public of Rights Under Title VI

Shelby County Public Transportation

- Shelby County Public Transportation operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Shelby County Board
- For more information on Shelby County's civil rights program, or to file a Title VI complaint, contact Erica Firnhaber, Shelby County PCOM, at 217-774-3841 or email at shcotre@shelbycounty-il.com
- You may also file your complaint with the FTA at Federal Transit Administration Office of Civil Rights, attention Title VI Program Coordinator, East Building 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.
- If information is needed in another language, please contact 217-342-2193. Si se necesita información en otro idioma póngase en contacto con 217-342-2193.

Appendix E

Title VI Complaint Process

Any person who believes he or she has been discriminated against on the basis of race, color or national origin by Shelby County may file a Title VI complaint by completing and submitting the Board's Title VI Complaint Form. Shelby County investigates complaints received no more than 180 days after the alleged incident. Shelby County will only process complaints that are complete.

Once the complaint is received, Shelby County will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgment letter informing him/her whether the complaint will be investigated by our office.

Shelby County has ninety (90) days to investigate the complaint. If more information is needed to resolve the case, C.E.F.S. or Shelby County may contact the complainant. The complainant has ten (10) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days, Shelby County can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, Shelby County will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has ten (10) days to do so from the date of the closure letter or the LOF.

The complaint procedure will be made available to the public on The Shelby County website (www.shelbycounty-il.com)

Shelby County Title VI Complaint Form

| | | | | |
|---|-------------|--|-------------------|----|
| Section I: | | | | |
| Name: | | | | |
| Address: | | | | |
| Telephone (Home): | | | Telephone (Work): | |
| Electronic Mail Address: | | | | |
| Accessible Format Requirements? | Large Print | | Google Translator | |
| | TDD | | Other | |
| Section II: | | | | |
| Are you filing this complaint on your own behalf? | | | Yes* | No |
| *If you answered "yes" to this question, go to Section III. | | | | |
| If not, please supply the name and relationship of the person for whom you are complaining: | | | | |
| Please explain why you have filed for a third party: _____ | | | | |
| Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. | | | Yes | No |
| Section III: | | | | |
| I believe the discrimination I experienced was based on (check all that apply): | | | | |
| <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Age <input type="checkbox"/> Disability <input type="checkbox"/> Family or Religious Status <input type="checkbox"/> Other (explain) _____ | | | | |
| Date of Alleged Discrimination (Month, Day, Year): _____ | | | | |
| Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. _____ _____ | | | | |
| Section IV | | | | |
| Have you previously filed a Title VI complaint with this agency? | | | Yes | No |

| Section V | |
|---|---|
| Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If yes, check all that apply: | |
| <input type="checkbox"/> Federal Agency: _____ | |
| <input type="checkbox"/> Federal Court _____ | <input type="checkbox"/> State Agency _____ |
| <input type="checkbox"/> State Court _____ | <input type="checkbox"/> Local Agency _____ |
| Please provide information about a contact person at the agency/court where the complaint was filed. | |
| Name: | |
| Title: | |
| Agency: | |
| Address: | |
| Telephone: | |
| Section VI | |
| Name of agency complaint is against: | |
| Contact person: | |
| Title: | |
| Telephone number: | |

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

Signature _____ Date _____

Please submit this form in person at the address below, or mail this form to:

Erica Firnhaber
 Effingham County Program Compliance and Oversight Monitor
 301 E Main Street
 Shelbyville, IL 62565

217-774-3841
 shcotre@shelbycounty-il.com

Appendix F

Public Participation Plan (PPP)

Public Participation

Shelby County participates and ensures through our county appointed Program Compliance and Oversight Monitor that the public participation is carried out through the sub-recipient's participation plan as stated in this appendix:

Mobility Manager(s) stay in contact with community organizations within our service area on a regular basis to stay informed of community needs. This contact is maintained in personal visits to area service agencies, monthly/quarterly Inter-agency Meetings in each service county, HSTP (Human Service Transportation Plan) Quarterly Meetings in Illinois Regions 7,8,9, and 10., and Chamber of Commerce Meetings. During these community contact opportunities our Mobility Manager(s) report on our services, provide resource materials regarding our program, and receive feedback from service providers on their clients needs/trends in public transportation needs. Our Mobility Manager(s) are also available upon request to provide presentation on our services to any social group or service agency requesting such presentations.

Central Illinois Public Transit holds quarterly Public Advisory Meetings in each service county. These meetings include our Program Compliance Oversight Monitors, service agency representatives, low income and disabled property managers, riders, and general public. Public attendees are strongly encouraged, and the meeting are promoted via our social media pages, Chamber of Commerce and Interagency email lists, and posted fliers throughout the community.

Annually, Central Illinois Public Transit conducts customer satisfaction surveys and reports the results to the C.E.F.S. Board of Directors and Program Compliance and Oversight Monitors. These surveys assess rider satisfaction with Central Illinois Public Transit services in areas such as affordability, reliability, ease of scheduling, and rider reported obstacles to fulfilling transportation needs. These surveys allow us to assess the demographics of our riders, trip purpose and areas in need of improvement.

Monthly reports are made to the C.E.F.S. Board of Directors, Shelby and Effingham Grantee Program Compliance and Oversight Monitors and the County Boards of our service area. These monthly reports include information on unduplicated riders, trip units, revenue and expenses, service denial reports, and service contracts.

Public Hearing

Central Illinois Public Transit holds an annual public hearing for public IDOT Grant Application reviews and input. Meetings are posted in local newspapers, our social media pages, and our website (www.cefseoc.org) and the Shelby County's Program Monitor attends and ensures that these

hearings are held by the sub-recipient. Hearings are also posted on the Shelby County website (www.shelbycounty-il.com).

Appendix G

Language Assistance Plan (LAP)

Introduction

Shelby County subcontracts a transit system within Christian, Clay, Fayette, Montgomery, Moultrie and Shelby County in Illinois. The Language Assistance Plan (LAP) has been prepared to address Shelby County's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In Shelby County service area 0.77 % of the population describe themselves as not able to communicate in English "very well" (Source: US Census).

Shelby County does not meet the threshold required to develop a Language Assistance Plan.

Shelby County service area does not have LEP populations which qualify for the Safe Harbor Provision. [As shown in Appendix H, Effingham does not have LEP groups which speak English less than "very well" which exceed either 5.0% or 1,000 person.]

Appendix H

Operating Area Language Data:

C.E.F.S. Service Area

| Language | County | Percent of Population |
|-------------------------------------|----------|-----------------------|
| Total | Moultrie | 1,4501 |
| Speak only English | | 92.6 |
| Spanish or Spanish Creole | | .8 |
| Speak English "very well" | | .3 |
| Speak English less than "very well" | | .5 |
| German | | 4.7 |
| Speak English "very well" | | 3.5 |
| Speak English less than "very well" | | 1.2 |
| Other West German Languages | | 1.3 |
| Speak English "very well" | | 1.1 |
| Speak English less than "very well" | | .2 |
| Other Asian languages | | |
| Speak English "very well" | | |
| Speak English less than "very well" | | |
| Other Pacific Island Language | | .01 |
| Speak English "very well" | | .01 |
| Speak English less than "very well" | | 0 |
| Other and unspecified languages | | |
| Speak English "very well" | | |
| Speak English less than "very well" | | |

| <u>Language</u> | <u>County</u> | <u>Percent of Population</u> |
|-------------------------------------|---------------|------------------------------|
| Total | Clay | Population 12,781 |
| Speak only English | | 97.15 |
| Spanish or Spanish Creole | | 2.20 |
| Speak English "very well" | | 1.38 |
| Speak English less than "very well" | | .81 |
| German | | .24 |
| Speak English "very well" | | .24 |
| Speak English less than "very well" | | |
| Russian | | .09 |
| Speak English "very well" | | .09 |
| Speak English less than "very well" | | 0 |
| Tagalong | | .05 |
| Speak English "very well" | | .05 |
| Speak English less than "very well" | | |
| Other and unspecified languages | | |
| Speak English "very well" | | |
| Speak English less than "very well" | | |

| <u>Language</u> | <u>County</u> | <u>Percent of Population</u> |
|-------------------------------------|---------------|------------------------------|
| Total | Fayette | Population 20,934 |
| Speak only English | | 96.40 |
| Spanish or Spanish Creole | | .91 |
| Speak English "very well" | | .72 |
| Speak English less than "very well" | | .19 |
| German | | 1.26 |
| Speak English "very well" | | 1.09 |
| Speak English less than "very well" | | .15 |
| French | | .19 |
| Speak English "very well" | | .07 |
| Speak English less than "very well" | | .12 |
| Greek | | .057 |
| Speak English "very well" | | .038 |
| Speak English less than "very well" | | .019 |
| Polish | | .043 |
| Speak English "very well" | | .043 |
| Speak English less than "very well" | | |
| Other West Germanic languages | | .79 |
| Speak English "very well" | | .492 |
| Speak English less than "very well" | | .296 |
| Other Indo European languages | | .177 |
| Speak English "very well" | | .057 |
| Speak English less than "very well" | | .12 |
| Korea | | .067 |
| Speak English "very well" | | .067 |
| Speak English less than "very well" | | |
| Arabic | | .076 |
| Speak English "very well" | | .076 |
| Speak English less than "very well" | | |
| Other and unspecified languages | | .1 |
| Speak English "very well" | | .1 |
| Speak English less than "very well" | | |

| Language | County | Percent of Population |
|-------------------------------------|-----------|-----------------------|
| Total | Christian | Population 32,298 |
| Speak only English | | 98.31 |
| Spanish or Spanish Creole | | .92 |
| Speak English "very well" | | .728 |
| Speak English less than "very well" | | .192 |
| German | | .186 |
| Speak English "very well" | | .186 |
| Speak English less than "very well" | | 0 |
| French | | .034 |
| Speak English "very well" | | 0 |
| Speak English less than "very well" | | .034 |
| Portuguse | | .024 |
| Speak English "very well" | | .010 |
| Speak English less than "very well" | | |
| Other Pacific Island Languages | | .118 |
| Speak English "very well" | | .1 |
| Speak English less than "very well" | | .108 |
| Other and unspecified languages | | |
| Speak English "very well" | | |
| Speak English less than "very well" | | |
| Greek | | .081 |
| Speak English "very well" | | .081 |
| Speak English less than "very well" | | |
| Chinese | | .037 |
| Speak English "very well" | | .037 |
| Speak English less than "very well" | | |
| Other West Germanic languages | | .02 |
| Speak English "very well" | | 0 |
| Speak English less than "very well" | | .02 |
| Other Indo European languages | | |
| Speak English "very well" | | |
| Speak English less than "very well" | | |
| Othe Asian Languages | | .037 |
| Speak English "very well" | | 0 |
| Speak English less than "very well" | | .037 |
| Arabic | | .08 |
| Speak English "very well" | | .03 |
| Speak English less than "very well" | | .05 |
| Other and unspecified languages | | |
| Speak English "very well" | | |
| Speak English less than "very well" | | |

| <u>Language</u> | <u>County</u> | <u>Percent of Population</u> |
|-------------------------------------|---------------|------------------------------|
| Total | Shelby | Population 20,920 |
| Speak only English | | 98.9 |
| Spanish or Spanish Creole | | .36 |
| Speak English "very well" | | .33 |
| Speak English less than "very well" | | .03 |
| German | | .11 |
| Speak English "very well" | | .05 |
| Speak English less than "very well" | | .06 |
| French | | .40 |
| Speak English "very well" | | .40 |
| Speak English less than "very well" | | |
| Other Slavic Languages | | .13 |
| Speak English "very well" | | .065 |
| Speak English less than "very well" | | .065 |
| Other and unspecified languages | | |
| Speak English "very well" | | |
| Speak English less than "very well" | | |

| Total | Montgomery | Population 27,823 |
|-------------------------------------|------------|-------------------|
| Speak only English | | 97.8 |
| Spanish or Spanish Creole | | 1.0 |
| Speak English "very well" | | .815 |
| Speak English less than "very well" | | .195 |
| German | | .291 |
| Speak English "very well" | | .27 |
| Speak English less than "very well" | | .021 |
| French | | .11 |
| Speak English less than "very well" | | .11 |
| Russian | | .23 |
| Speak English "very well" | | .23 |
| Speak English less than "very well" | | 0 |
| Polish | | .05 |
| Speak English "very well" | | .02 |
| Speak English less than "very well" | | .03 |
| Hindi | | .05 |
| Speak English less than "very well" | | .05 |
| Urdu | | .03 |
| Speak English "very well" | | .03 |
| Speak English less than "very well" | | |
| Chinese | | .18 |
| Speak English "very well" | | .09 |
| Speak English less than "very well" | | .09 |
| Japanese | | .03 |
| Speak English "very well" | | .03 |
| Speak English less than "very well" | | |
| Tagalog | | .12 |
| Speak English "very well" | | .08 |
| Speak English less than "very well" | | .04 |
| Arabic | | .04 |
| Speak English "very well" | | .04 |
| Speak English less than "very well" | | 0 |

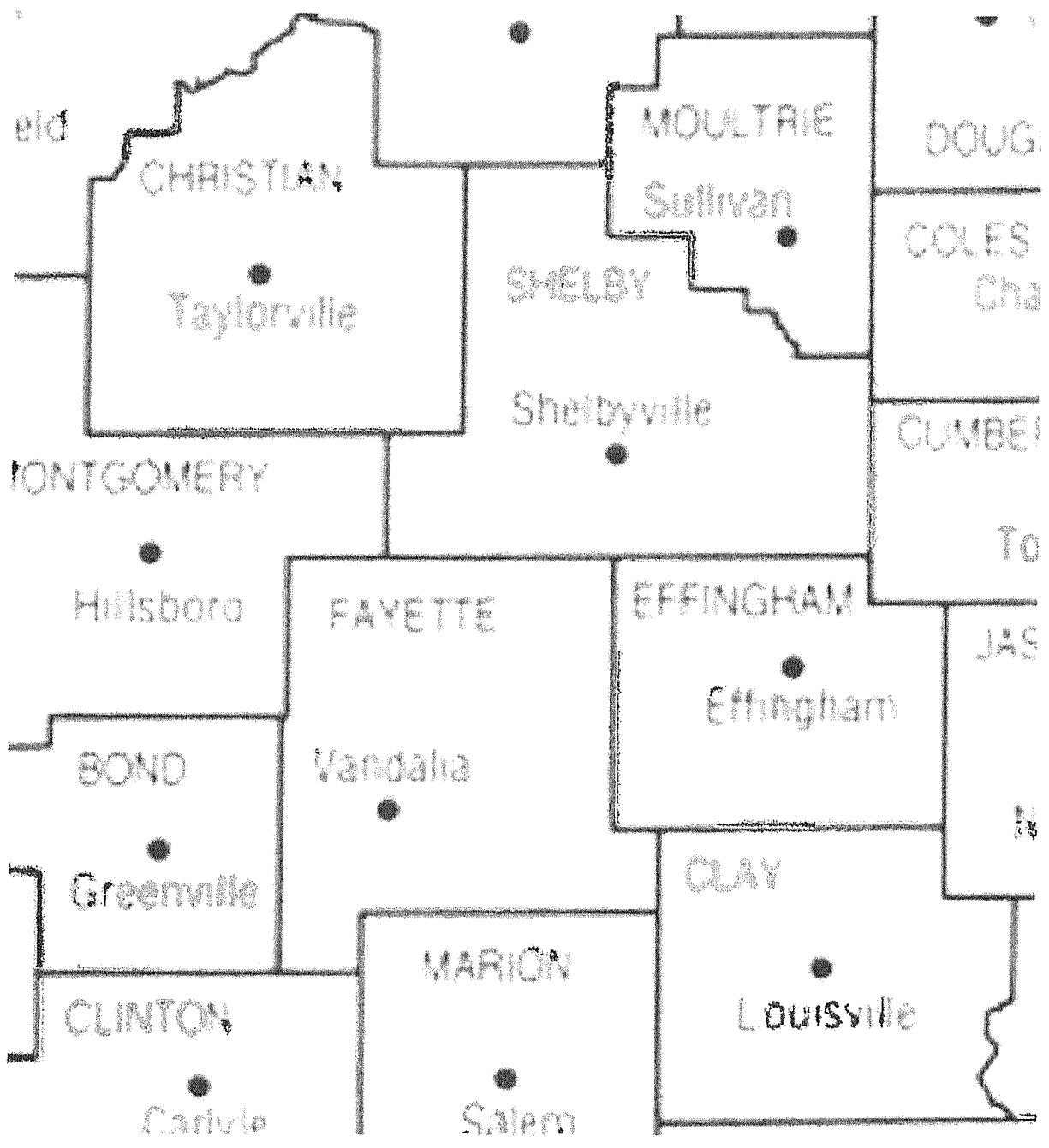
Appendix I

Demographic Charts

| County | % Minority | % limited English Proficiency | % living below poverty |
|-------------------|-------------------|--------------------------------------|-------------------------------|
| Clay | 2.3 | .081 | 16 |
| Effingham | 2.7 | .74 | 11.6 |
| Fayette | 6.3 | .9 | 17.9 |
| Shelby | 1.7 | .155 | 11.2 |
| Christian | 3.4 | .385 | 13 |
| Montgomery | 1.6 | .486 | 15.9 |
| Moultrie | 2.0 | 1.9 | 9.2 |

*US Census data

(<https://data.census.gov/cedsci/profile>)




Appendix J

Title VI Equity Analysis

Shelby County has not performed Title VI Equity Analysis as we have not constructed any Transportation related facilities.


TITLE VI TRANSPORTATION PLAN SIGNATURE AUTHORIZATION PAGE

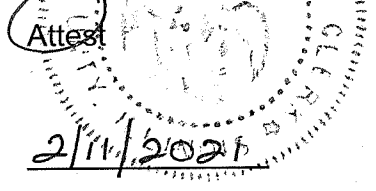


Shelby County Board Chairman

2/11/2021

Date



Attest


2/11/2021

Date

Approved by the Shelby County Board on:

February 11, 2021

RESOLUTION 21- 02
RESOLUTION TO APPOINT INTERIM ZONING ADMINISTRATOR

WHEREAS, there is currently a vacancy for the position of Zoning Administrator within the Zoning Office in the County of Shelby, Illinois; and

WHEREAS, the Shelby County Zoning Committee approved the hiring of Gary Townsend as Interim Zoning Administrator;

BE IT RESOLVED,

THAT Gary Townsend is appointed to the position of Interim Zoning Administrator of Shelby County at the rate of \$750 per month, not to exceed 50 hours of work per month, and


THAT Gary Townsend's appointment will terminate upon the appointment of a permanent Zoning Administrator, and

THAT the term of appointment is not to exceed six months unless Mr. Townsend is reappointed for a subsequent term at the discretion of the County Board, and


THAT the duties and responsibilities of Interim Zoning Administrator will be: to administer and manage the County Zoning Office, including but not limited to approving various applications for zoning compliance; performing the duties of Secretary of the County Planning Commission and Board of Appeals; and maintaining the County Zoning Regulations and Zoning District Map; and

THAT the Interim Zoning Administrator is hereby authorized to enforce the Zoning Regulations of the County of Shelby as now or as may be hereafter adopted by Ordinance of the County.

February 11, 2021



Robert Orman, Chairman of the County Board



Attest: Jessica Fox, Shelby County Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN SHELBY COUNTY AND THE CITY OF SHELBYVILLE
CONCERNING THE EMPLOYMENT OF GARY TOWNSEND

This Agreement is made and entered into this 11 day of February, 2021, by and between SHELBY COUNTY and the CITY OF SHELBYVILLE.

WHEREAS, SHELBY COUNTY and the CITY OF SHELBYVILLE, are public agencies as contemplated in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, SHELBY COUNTY desires to retain Gary Townsend on a part-time basis to assist with county zoning; and

WHEREAS, the CITY OF SHELBYVILLE has retained Gary Townsend on an as-needed basis as the City's building commissioner; and

WHEREAS, neither SHELBY COUNTY or the CITY OF SHELBYVILLE anticipate any conflict would arise if Gary Townsend were to perform services on behalf of both Shelby County and the City of Shelbyville; and

WHEREAS, SHELBY COUNTY and the CITY OF SHELBYVILLE are authorized to enter into this Agreement under the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq).

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein and the spirit of intergovernmental cooperation, the parties agree as follows:

1. The above recitals are incorporated herein by reference and fully made a part of this Agreement.
2. SHELBY COUNTY shall direct Gary Townsend not to perform work on behalf of the CITY OF SHELBYVILLE while on SHELBY COUNTY time.
3. SHELBY COUNTY will direct Gary Townsend not to use county resources for the benefit of the CITY OF SHELBYVILLE.
4. CITY OF SHELBYVILLE shall direct Gary Townsend not to perform work on behalf of the SHELBY COUNTY while on CITY OF SHELBYVILLE time.
5. CITY OF SHELBYVILLE will direct Gary Townsend not to use city resources for the benefit of the SHELBY COUNTY.

6. Both SHELBY COUNTY and the CITY OF SHELBYVILLE will direct Gary Townsend to alert both parties if Gary Townsend anticipates or perceives a conflict of interest has arisen in his performance of duties for either SHELBY COUNTY or the CITY OF SHELBYVILLE.

7. SHELBY COUNTY and the CITY OF SHELBYVILLE will advise the other if it perceives a conflict has arisen in Gary Townsend's performance of his responsibilities for either party.

8. This Agreement may be terminated at any time by either party and will terminate automatically if Gary Townsend's involvement with either party terminates.

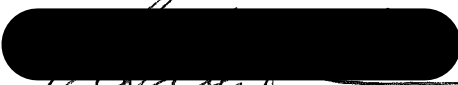
9. This Agreement may be amended by mutual agreement of the parties.

10. SHELBY COUNTY and the CITY OF SHELBYVILLE shall agree to provide a copy of the executed Agreement to Gary Townsend.

11. The parties signing this Agreement on behalf of SHELBY COUNTY and the CITY OF SHELBYVILLE represent and warrant that they have the authority to enter into and execute this Agreement.


12. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreements whether oral or written.

SHELBY COUNTY



Shelby County Board President

CITY OF SHELBYVILLE,



Mayor of City of Shelbyville

ATTEST:



County Clerk

ATTEST:



City Clerk

SHELBY COUNTY ILLINOIS

RESOLUTION

#2021-03


Resolution to dispose of County Property in the possession of the Shelby County Sheriff's Office.

Whereas, The Shelby County Sheriff's Office is in possession of County Property listed in the attached Petition and Order for Disposal, namely:

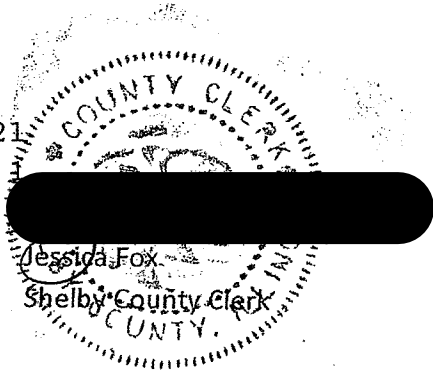
1. That the Shelby County Sheriff's Office has a total of 15 Panasonic Toughbook Computers specifically listed in Attachment #1, which are no longer viable for use.
2. That the Shelby County Sheriff's Office has a total of 19 front and 18 rear pieces of body armor, specifically listed in Attachment #2, which are past their expirations dates and no longer viable for use.
3. That the Shelby County Sheriff's Office has various and unusable computer equipment, specifically listed in Attachment #3, which are no longer viable for use.

THEREFORE BE IT RESOLVED the County Board of Shelby County allow the Sheriff to destroy or otherwise dispose the above listed and attached county property set forth in Sections 1, 2 and 3 of this Resolution, Petition and Order.

PRESENTED, APPROVED AND ADOPTED, by the County Board of the County of Shelby, Illinois at the regular meeting held on the 11th day of February 2021.


Robert Orman, Chairman
Shelby County Board
Shelby County, Illinois

Vote :
Ayes - 21
Nays -




State of Illinois
In The Court of the Fourth Judicial Circuit
Shelby County, Illinois

Petition to Destroy or Otherwise Dispose of County Property.

Now comes the Sheriff of Shelby County, IL, Donald M. Koonce in support of Petition to Destroy or otherwise Dispose of County Property listed below.

1. That the Shelby County Sheriff's Office has a total of 15 Panasonic Toughbook Computers, specifically listed in Attachment #1, which are no longer viable for use.
2. That the Shelby County Sheriff's Office has a total of 19 front and 18 rear pieces of body armor, specifically listed in Attachment #2, which are past their expirations dates and no longer viable for use.
3. That the Shelby County Sheriff's Office has various and unusable computer equipment, specifically listed in Attachment #3, which are no longer viable for use.
4. It is requested the Shelby County Sheriff's Office be allowed to destroy the items set forth in Sections 1, 2 and 3.


Wherefore, The Petitioner requests an order be entered authorizing the destruction or otherwise disposal of the county property set forth in Sections 1, 2 and 3.



Sheriff Donald Koonce

Order

IT IS HEREBY ORDERED the said County Property listed in Section 1, 2 and 3 in possession of the Shelby County Sheriff's Office are ordered to be destroyed or otherwise disposed of as they serve no further useful purpose or value. In accordance to Shelby County Board Resolution #



County Board Chairman

Attachment #1

Retired Panasonic Toughbooks

1. CF-31 IMEI #012048001060016 (1BKSA49237) Windows 7
2. CF-31 IMEI #012048001348072 (1GTYA02387) Windows 7
3. CF-31 IMEI #012048001061774 (1BKSA49133) Windows 7
4. CF-31 IMEI #012048001061915 (1BKSA49228) Windows 7
5. CF-31 IMEI #012048001979645 (2BTYA49751) Windows 7
6. CF-31 IMEI #012048001090336 (OJKSA30259) Windows 7
7. CF-31 IMEI #012048001085815 (OJKSA29292) Windows 7
8. CF-31 IMEI #012048001058978 (1BKSA49180) Windows 7
9. CF-31 IMEI #012048001061600 (1BKSA49218) Windows 7
10. CF-31 IMEI #012048001085906 (OIKSA27968) Windows 7
11. CF-31 IMEI #012048001061840 (1BKSA49184) Windows 7
12. CF-31 No IMEI# (2ATYA42888) Windows 7
13. CF-20 No IMEI # (8KKYB08484) Windows 7
14. CF-30 No IMEI # (7DKSA26092) Windows 7
15. CF-31 No IMEI # T13732 Windows 7

Attachment #2

Expired Body Armor For Destruction

| | |
|---------------------------------------|---------------------------|
| Front PACA Serial #150000264568 | Rear Serial #150000264565 |
| Front PACA Serial #120000860518 | Rear Serial #120000860514 |
| Front PACA Serial #140000573623 | Rear Serial #140000573615 |
| Front PACA Serial #140000573618 | Rear Serial #140000573609 |
| Front PACA Serial #140000573621 | Rear Serial #140000573614 |
| Front PACA Serial #140000491178 | Rear Serial #140000491163 |
| Front PACA Serial #140000665236 | Rear Serial #140000665232 |
| Front PACA Serial #140000573611 | Rear Serial #140000573619 |
| Front PACA Serial #120000860517 | Rear Serial #120000860515 |
| Front PACA Serial #140000573617 | Rear Serial #140000573610 |
| Front PACA Serial #51356571 | Rear Serial #576452 |
| Front PACA Serial #576465 | Rear Serial #576465 |
| Front PACA Serial #120000124425 | Rear Serial #120000124424 |
| Front PACA Serial #160000582804 | Rear Serial #160000582790 |
| Front PACA Serial #160000001175 | Rear Serial #160000001173 |
| Front Second Chance Serial #04024186 | Rear Serial #04024186 |
| Front Second Chance Serial #05013328 | |
| Second Chance Front Serial #05013331 | Rear Seral #050113331 |
| Front Armor Express Serial#1510262536 | Rear #1510262536 |

| SHELBY COUNTY SHERIFF | | | | | | |
|------------------------------------|------------------------------------|--------------------------|----|-------|--|---------|
| REQUEST FOR DESTRUCTION - 01/08/21 | | | | | | |
| ITEM DESCRIPTION | MODEL | SERIAL # | OS | | | |
| NETGEAR SWITCH | JGS524V2 | 2W02665200752 | | OS | | DEAD |
| WESTERN DIGITAL EXTERNAL HD | WDBFJK0030HBK-04 | WCC4N1JC9A5C | | | | FAILED |
| DELL 17" | E172FPt | CN-011806-71618-44G-CBG2 | | | | DEAD |
| TATUNG 17" | TML17 | S073K00040255 | | | | DEAD |
| DELL 17" | 1704FPT+ | CN-0Y4299-71618-563-BCHD | | | | DEAD |
| DESKTOP PC 07-07-2011 | NOBILIS I370M -I3-2100, 4GB, 500GB | 1295040 | | WIN 7 | | NO BOOT |

Attachment #3

Shelby County Monthly Investment Report

| | | | 12/31/2020 | 1/31/2021 |
|----------------------|-----------------|---------------------------------|-----------------------|-----------------------|
| ASSETS | | | | |
| GENERAL | 001-1000-00-000 | BU CHECKING | \$7,516.59 | \$7,516.59 |
| GENERAL | 001-1001-00-000 | SC PAYROLL .50% INT | \$37,459.66 | \$40,952.94 |
| GENERAL | 001-1005-00-000 | FF AP CLAIMS .25% INT | \$20,091.57 | \$26,206.89 |
| 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 .15% INT | \$369,937.62 | \$369,120.74 |
| GENERAL | 001-1302-00-000 | FF .50% INT | \$2,260,609.73 | \$2,093,124.82 |
| GENERAL | 001-1999-00-000 | DUE TO/FROM GENERAL FUND | \$36,736.67 | \$50,769.51 |
| Totals for Fund 001: | | | <u>\$2,734,901.84</u> | <u>\$2,590,241.49</u> |
| | | | | |
| COUNTY HEALTH | 002-1100-00-000 | PETTY CASH | \$135.64 | \$135.64 |
| COUNTY HEALTH | 002-1200-00-000 | FF .50% INT | \$138,727.14 | \$92,430.76 |
| COUNTY HEALTH | 002-1300-00-000 | FF .375% INT | \$30,746.64 | \$30,995.29 |
| Totals for Fund 002: | | | <u>\$169,609.42</u> | <u>\$123,561.69</u> |
| | | | | |
| ANIMAL CONTROL | 003-1300-00-000 | SC .50% INT | \$57,324.05 | \$57,960.51 |
| ANIMAL CONTROL | 003-1400-00-000 | SC CD MATURES 1/31/2021 1.55% | \$25,193.22 | \$25,193.22 |
| ANIMAL CONTROL | 003-1402-00-000 | BU CD MATURES 1/31/2021 2.50% | \$41,778.67 | \$41,778.67 |
| Totals for Fund 003: | | | <u>\$124,295.94</u> | <u>\$124,932.40</u> |
| | | | | |
| AMBULANCE | 004-1200-00-000 | FF .50% INT | \$122,156.18 | \$117,181.18 |
| Totals for Fund 004: | | | <u>\$122,156.18</u> | <u>\$117,181.18</u> |
| | | | | |
| MENTAL HEALTH | 005-1300-00-000 | SC .50% INT | \$590,016.52 | \$978,039.59 |
| MENTAL HEALTH | 005-1400-00-000 | FF CD MATURES 2/3/2021 .50% INT | \$411,951.92 | \$411,951.92 |
| MENTAL HEALTH | 005-1402-00-000 | SC CD MATURES 1/25/2021 2.33% | \$416,604.41 | \$0.00 |
| MENTAL HEALTH | 005-1403-00-000 | SC CD MATURES 1/25/2022 2.53% | \$418,056.81 | \$420,722.75 |
| Totals for Fund 005: | | | <u>\$1,836,629.66</u> | <u>\$1,810,714.26</u> |
| | | | | |
| IRF | 006-1200-00-000 | FF .50% INT | \$719,371.22 | \$674,758.94 |
| IRF | 006-1999-00-000 | DUE TO/FROM GENERAL FUND | (\$36,736.67) | (\$50,769.51) |
| Totals for Fund 006: | | | <u>\$682,634.55</u> | <u>\$623,989.43</u> |
| | | | | |
| SOCIAL SECURITY | 007-1200-00-000 | FF .50% INT | \$283,199.13 | \$245,783.10 |
| Totals for Fund 007: | | | <u>\$283,199.13</u> | <u>\$245,783.10</u> |
| | | | | |
| INDEMNITY | 008-1200-00-000 | FF .50% INT | \$9,042.35 | \$136,814.69 |
| INDEMNITY | 008-1400-00-000 | SC CD MATURES 1/28/2021 1.55% | \$120,927.45 | \$0.00 |
| Totals for Fund 008: | | | <u>\$129,969.80</u> | <u>\$136,814.69</u> |
| | | | | |
| HEALTH INSURANCE | 009-1002-00-000 | BU SECTION 105 | \$12,389.91 | \$221,835.68 |
| HEALTH INSURANCE | 009-1203-00-000 | BU SHELBY CO GROUP INS .01% INT | \$179,164.98 | \$203,731.38 |
| HEALTH INSURANCE | 009-1450-00-000 | PARADIGM HOLDINGS | \$46,662.00 | \$46,662.00 |
| Totals for Fund 009: | | | <u>\$238,216.89</u> | <u>\$472,229.06</u> |
| | | | | |
| COURT SECURITY | 010-1200-00-000 | FF .50% INT | \$65,228.37 | \$65,228.37 |
| Totals for Fund 010: | | | <u>\$65,228.37</u> | <u>\$65,228.37</u> |
| | | | | |
| COUNTY BRIDGE | 011-1300-00-000 | FF .50% INT | \$194,228.31 | \$190,127.37 |
| Totals for Fund 011: | | | <u>\$194,228.31</u> | <u>\$190,127.37</u> |
| | | | | |
| COUNTY HIGHWAY | 012-1200-00-000 | FF .50% INT | \$205,784.66 | \$158,693.96 |
| Totals for Fund 012: | | | <u>\$205,784.66</u> | <u>\$158,693.96</u> |
| | | | | |
| ASM | 013-1300-00-000 | SC .50% INT | \$201,501.49 | \$203,385.46 |
| Totals for Fund 013: | | | <u>\$201,501.49</u> | <u>\$203,385.46</u> |
| | | | | |
| COUNTY MFT | 014-1300-00-000 | SC .50% INT | \$962,839.42 | \$993,054.69 |
| Totals for Fund 014: | | | <u>\$962,839.42</u> | <u>\$993,054.69</u> |
| | | | | |
| TOURISM | 015-1200-00-000 | FF .50% INT | \$27,006.33 | \$676.54 |
| Totals for Fund 015: | | | <u>\$27,006.33</u> | <u>\$676.54</u> |
| | | | | |
| PROBATION | 016-1200-00-000 | FF .50% INT | \$353,417.52 | \$350,296.40 |

| | | | | |
|------------------------------|-----------------|-------------------------------|----------------|----------------|
| | | Totals for Fund 016: | \$353,417.52 | \$350,296.40 |
| ASSIST COURT | 017-1200-00-000 | FF .50% INT | \$70,044.59 | \$70,044.59 |
| | | Totals for Fund 017: | \$70,044.59 | \$70,044.59 |
| AW LIBRARY | 018-1200-00-000 | FF .50% INT | \$6,366.59 | \$5,934.75 |
| | | Totals for Fund 018: | \$6,366.59 | \$5,934.75 |
| UTOMATION | 019-1200-00-000 | FF .50% INT | \$57,488.82 | \$53,609.62 |
| | | Totals for Fund 019: | \$57,488.82 | \$53,609.62 |
| ECORDING | 020-1200-00-000 | FF .50% INT | \$129,955.21 | \$242,803.64 |
| ECORDING | 020-1400-00-000 | SC CD MATURES 1/28/2021 1.55% | \$103,172.25 | \$0.00 |
| | | Totals for Fund 020: | \$233,127.46 | \$242,803.64 |
| DRUG TRAFFIC PREVENTION | 021-1200-00-000 | FF .50% INT | \$1,468.82 | \$1,468.82 |
| | | Totals for Fund 021: | \$1,468.82 | \$1,468.82 |
| IRPORT | 022-1000-00-000 | FF .25% INT | \$2,752.33 | \$3,567.89 |
| IRPORT | 022-1300-00-000 | MONEY MARKETS | \$55,904.59 | \$55,904.50 |
| IRPORT | 022-1400-00-000 | CERTIFICATE OF DEPOSITS | \$21,498.19 | \$21,498.19 |
| | | Totals for Fund 022: | \$80,155.02 | \$80,970.58 |
| IEFS | 023-1200-00-000 | FF .50% INT | \$2,586.30 | \$2,586.30 |
| | | Totals for Fund 023: | \$2,586.30 | \$2,586.30 |
| HOME NURSING | 024-1300-00-000 | SC .50% INT | \$840,859.19 | \$838,634.85 |
| HOME NURSING | 024-1400-00-000 | BU CD MATURES 2/4/2021 2.50% | \$261,134.21 | \$261,134.21 |
| HOME NURSING | 024-1402-00-000 | SC CD MATURES 2/11/2021 1.55% | \$103,172.24 | \$103,172.24 |
| | | Totals for Fund 024: | \$1,205,165.64 | \$1,202,941.30 |
| VIC | 025-1200-00-000 | FF .00% INT | \$51,158.99 | \$56,829.91 |
| | | Totals for Fund 025: | \$51,158.99 | \$56,829.91 |
| LOCAL BRIDGE | 026-1300-00-000 | SC .50% INT | \$57,938.78 | \$55,012.66 |
| | | Totals for Fund 026: | \$57,938.78 | \$55,012.66 |
| TOWNSHIP CONTRUCTION | 028-1000-00-000 | BU CHECKING | \$0.23 | \$0.23 |
| | | Totals for Fund 028: | \$0.23 | \$0.23 |
| TOWNSHIP MFT | 029-1300-00-000 | SC .50% INT | \$2,267,360.77 | \$2,449,350.75 |
| | | Totals for Fund 029: | \$2,267,360.77 | \$2,449,350.75 |
| COUNTY JAIL MEDICAL COST | 030-1200-00-000 | FF .50% INT | \$3,006.05 | \$3,006.06 |
| | | Totals for Fund 030: | \$3,006.05 | \$3,006.06 |
| MINOR UNKNOWN HEIRS | 032-1200-00-000 | FF .50% INT | \$602.82 | \$602.82 |
| MINOR UNKNOWN HEIRS | 032-1400-00-000 | FF CD MATURES 3/29/2021 .75% | \$44,318.78 | \$44,318.78 |
| | | Totals for Fund 032: | \$44,921.60 | \$44,921.60 |
| PUBLIC DEFENDER RECORDS AUTO | 033-1200-00-000 | FF .50% INT | \$265.34 | \$265.34 |
| | | Totals for Fund 033: | \$265.34 | \$265.34 |
| SHOP WITH A COP | 034-1200-00-000 | FF .50% INT | \$4,929.39 | \$4,929.39 |
| | | Totals for Fund 034: | \$4,929.39 | \$4,929.39 |
| PROBATION DRUG TESTING | 037-1200-00-000 | FF .50% INT | \$18,222.46 | \$18,222.46 |
| | | Totals for Fund 037: | \$18,222.46 | \$18,222.46 |

| | | | | |
|----------------------------|-----------------|-------------------------------|-----------------|-----------------|
| RAINAGE | 039-1000-00-000 | FF .25% INT | \$922.43 | \$1,006.56 |
| RAINAGE | 039-1200-00-000 | FF .50% INT | \$171,275.00 | \$149,886.80 |
| RAINAGE | 039-1400-00-000 | FF CD MATURES 3/23/2021 .50% | \$203,830.50 | \$203,830.55 |
| RAINAGE | 039-1402-00-000 | FF CD MATURES 3/29/2021 .75% | \$103,073.73 | \$103,073.73 |
| | | Totals for Fund 039: | \$479,101.85 | \$457,797.64 |
| OCUMENT STORAGE | 040-1200-00-000 | FF .50% INT | \$114,793.87 | \$113,635.52 |
| | | Totals for Fund 040: | \$114,793.87 | \$113,635.52 |
| IISC COUNTY HEALTH | 043-1200-00-000 | FF .50% INT | \$489,899.07 | \$495,392.06 |
| | | Totals for Fund 043: | \$489,899.07 | \$495,392.06 |
| ICTIM IMPACT PANEL | 046-1200-00-000 | FF .50% INT | \$15,840.17 | \$15,840.17 |
| | | Totals for Fund 046: | \$15,840.17 | \$15,840.17 |
| TATE'S ATTORNEY FORFEITED | 047-1200-00-000 | FF .50% INT | \$1,140.25 | \$1,140.25 |
| | | Totals for Fund 047: | \$1,140.25 | \$1,140.25 |
| ESCUE SQUAD DIVE TEAM | 050-1200-00-000 | FF .50% INT | \$3,677.68 | \$3,677.68 |
| | | Totals for Fund 050: | \$3,677.68 | \$3,677.68 |
| UI EQUIPMENT | 051-1200-00-000 | FF .50% INT | \$31,288.19 | \$31,288.19 |
| | | Totals for Fund 051: | \$31,288.19 | \$31,288.19 |
| IS | 052-1200-00-000 | FF .50% INT | \$228,540.80 | \$439,632.26 |
| IS | 052-1400-00-000 | SC CD MATURES 1/28/2021 1.55% | \$206,344.49 | \$0.00 |
| | | Totals for Fund 052: | \$434,885.29 | \$439,632.26 |
| APITAL IMPROVEMENT | 054-1300-00-000 | FF .375% INT | \$83,143.82 | \$83,168.60 |
| | | Totals for Fund 054: | \$83,143.82 | \$83,168.60 |
| ET POPULATION | 055-1000-00-000 | SC .50% INT | \$22,042.13 | \$22,199.47 |
| ET POPULATION | 055-1400-00-000 | SC CD MATURES 1/31/2021 1.55% | \$20,154.58 | \$20,154.58 |
| | | Totals for Fund 055: | \$42,196.71 | \$42,354.05 |
| MA SPECIAL | 056-1300-00-000 | SC .50% INT | \$15,386.88 | \$15,393.41 |
| | | Totals for Fund 056: | \$15,386.88 | \$15,393.41 |
| TATE'S ATTORNEY AUTOMATION | 057-1200-00-000 | FF .50% INT | \$5,803.72 | \$5,803.72 |
| | | Totals for Fund 057: | \$5,803.72 | \$5,803.72 |
| RUG COURT | 058-1200-00-000 | FF .50% INT | \$23,688.85 | \$23,688.85 |
| | | Totals for Fund 058: | \$23,688.85 | \$23,688.85 |
| AX SALE AUTOMATION | 060-1200-00-000 | FF .50% INT | \$6,969.23 | \$8,979.23 |
| | | Totals for Fund 060: | \$6,969.23 | \$8,979.23 |
| ESCUE SQUAD | 062-1200-00-000 | FF .50% INT | \$17,014.94 | \$18,014.94 |
| | | Totals for Fund 062: | \$17,014.94 | \$18,014.94 |
| ORONER SPECIAL FUND | 063-1200-00-000 | FF .50% INT | \$27,445.35 | \$26,804.13 |
| | | Totals for Fund 063: | \$27,445.35 | \$26,804.13 |
| OLID WASTE FUND | 064-1200-00-000 | FF .50% INT | \$883.47 | \$883.47 |
| | | Totals for Fund 064: | \$883.47 | \$883.47 |
| ALE IN ERROR | 065-1200-00-000 | FF .50% INT | \$6,272.75 | \$17,732.75 |
| | | Totals for Fund 065: | \$6,272.75 | \$17,732.75 |
| | | Total | \$14,235,258.46 | \$14,301,035.01 |
| | | Total ASSETS | \$14,235,258.46 | \$14,301,035.01 |
| | | LIABILITIES AND FUND BALANCE | | |
| | | LIABILITIES | | |
| GENERAL | 001-2001-00-000 | ACCOUNTS PAYABLE CLEARING | \$2,150.00 | \$2,150.00 |
| GENERAL | 001-2002-00-000 | PAYROLL CLEARING | \$66,516.28 | \$94,211.80 |
| | | Totals for Fund 001: | (\$68,666.28) | (\$96,361.80) |

3188

TOTAL LIABILITIES

\$68,666.28 \$96,361.80

TOTAL LIABILITIES AND FUND BALANCE

\$68,666.28 \$96,361.80

| | |
|--------------------------|----------------|
| SHELBY COUNTY STATE BANK | \$6,223,227.12 |
| BUSEYBANK | \$1,105,117.50 |
| FIRST FEDERAL S & L | \$5,010,586.98 |

**Shelby County Collector
Balance Sheet
County Collector Accounts**

| | | 12/31/2020 | 1/31/2021 |
|---------------------|---|---------------------|--------------------|
| Assets | | | |
| 100-1001-001 | SHELBY COUNTY STATE BANK .50% INT | \$746.74 | \$746.74 |
| 100-1203-003 | 1ST NATL BANK OF ASSUMPTION | \$76.53 | \$76.53 |
| 100-1205-005 | COMMUNITY BANKS OF SHELBY COUNTY | \$117.50 | \$117.50 |
| 100-1210-010 | SCSB-STRASBURG .29% INT | \$406.94 | \$406.94 |
| 100-1215-015 | BUSEYBANK-TAX TRUST .01% INT | \$11,616.08 | \$11,616.08 |
| 100-1301-001 | SHELBY COUNTY STATE BANK .50% INT | \$3,887.42 | \$3,027.27 |
| 100-1302-002 | BUSEYBANK .15% INT | \$1,522.73 | \$1,522.73 |
| 100-1304-004 | FIRST NATL BANK OF NOKOMIS-MOWEAQUA .08% INT | \$763.37 | \$763.37 |
| 100-1306-006 | SCSB-FINDLAY .50% INT | \$314.11 | \$314.11 |
| 100-1307-007 | FIRST NATL BANK OF PANA .39% INT | \$238.05 | \$238.05 |
| 100-1308-008 | PEOPLES BANK & TRUST-PANA | \$50.00 | \$50.00 |
| 100-1309-009 | 1ST NATL BANK OF WATERLOO-STEWARDSON .20% INT | \$72.09 | \$72.09 |
| 100-1311-011 | SCSB-WINDSOR .50% INT | \$947.48 | \$947.48 |
| 100-1312-012 | DEWITT SAVINGS BANK-MOWEAQUA .03% INT | \$250.00 | \$250.00 |
| 100-1313-013 | FIRST FEDERAL S & L .15% INT | \$124,587.77 | \$14,349.82 |
| 100-1316-016 | TSB-TEUTOPOLIS STATE BANK-SIGEL .22% INT | \$215.27 | \$215.27 |
| 100-1317-017 | BANK OF HILLSBORO-PANA .14% INT | \$52.08 | \$52.08 |
| 100-1318-018 | SCSB-MOWEAQUA .50% INT | \$300.76 | \$300.76 |
| Total Assets | | \$146,164.92 | \$35,066.82 |

Liabilities and Fund Balance

Fund Balance

| | | | |
|---|----------------|---------------------|--------------------|
| 100-3000-000 | Fund Balance-- | \$146,251.32 | \$35,153.22 |
| Total Fund Balance | | \$146,251.32 | \$35,153.22 |
| Total Liabilities and Fund Balance | | \$146,251.32 | \$35,153.22 |

| | | |
|--|---------------------|--------------------|
| BEGINNING BALANCE WITH CURRENT YEAR ADJUSTMENTS | \$3,925,815.83 | \$3,925,815.83 |
| NET SURPLUS/(DEFICIT) | (\$3,779,564.51) | (\$3,890,662.61) |
| ENDING FUND BALANCE | \$146,251.32 | \$35,153.22 |

GENERAL FUND AVAILABLE CASH REPORT

FY 20

| 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 | \$2,758,762.91 |
| -Payroll Liability | \$58,981.57 | \$54,311.82 | \$55,321.10 | \$78,651.02 | \$54,403.19 | \$40,341.99 | \$67,335.41 | \$67,855.50 | \$63,324.57 | \$85,524.45 | \$65,164.46 | \$64,836.64 |
| +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 | \$329,310.31 |
| -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 | \$343,616.45 | \$401,889.08 |
| +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 | \$65,165.39 |
| 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 | \$2,758,762.91 | \$2,686,512.89 |
| -Restricted Funds | \$737,088.97 | \$737,008.38 | \$732,085.99 | \$554,478.07 | \$551,860.55 | \$549,361.66 | \$547,214.05 | \$545,896.86 | \$545,200.24 | \$545,025.59 | \$544,942.74 | \$544,979.74 |
| Cash Balance | \$1,708,084.39 | \$2,276,346.84 | \$2,155,075.25 | \$2,028,934.74 | \$1,837,325.73 | \$1,783,508.00 | \$1,612,100.97 | \$1,583,760.31 | \$1,345,458.92 | \$1,144,083.27 | \$2,213,820.17 | \$2,141,533.15 |

FY 21

| General Fund | September | October | November | December | January | February | March | April | May | June | July | August |
|--------------------|----------------|----------------|----------------|----------------|----------------|----------|-------|-------|-----|------|------|--------|
| Beginning Balance | \$2,686,512.89 | \$2,708,642.71 | \$3,101,844.92 | \$3,017,997.89 | \$3,056,262.55 | | | | | | | |
| -Payroll Liability | \$65,165.39 | \$62,838.38 | \$89,902.56 | \$65,974.76 | \$68,666.28 | | | | | | | |
| +Revenue | \$414,333.03 | \$839,703.73 | \$275,720.54 | \$682,048.04 | \$402,244.61 | | | | | | | |
| -Expense | \$389,876.20 | \$473,565.70 | \$335,639.77 | \$646,474.90 | \$340,563.53 | | | | | | | |
| +Payroll Liability | \$62,838.38 | \$89,902.56 | \$65,974.76 | \$68,666.28 | \$96,361.80 | | | | | | | |
| Ending Balance | \$2,708,642.71 | \$3,101,844.92 | \$3,017,997.89 | \$3,056,262.55 | \$3,145,639.15 | | | | | | | |
| -Restricted Funds | \$544,856.21 | \$544,569.45 | \$544,367.17 | \$339,312.00 | \$334,448.86 | | | | | | | |
| Cash Balance | \$2,163,786.50 | \$2,557,275.47 | \$2,473,630.72 | \$2,716,950.55 | \$2,811,190.29 | | | | | | | |

Retro \$172,209.61
 RE Interest \$94,768.23
 Stop loss \$207,942.92



A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64 (Rev. 03/17) (Income tax information can be found on the reverse side of this resolution)

PLEASE ENTER Employer IMRF I.D. Number

03064

RESOLUTION
Number 2021-04

WHEREAS, the Shelby County

EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 600 hours or more per year; and
600 OR 1,000

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;*

NOW THEREFORE BE IT RESOLVED that the Shelby County Board
BOARD, COUNCIL, ETC.
finds the following elected positions qualify for membership in IMRF.

| TITLE OF ELECTED POSITION | DATE POSITION BECAME QUALIFIED |
|--|---------------------------------|
| <u>Elected County Clerk, Recorder, Sheriff,</u> | |
| <u>County Treasurer, Coroner, Circuit Clerk,</u> | <u>ALL certified 12/13/1950</u> |
| <u>Supervisor of Assessments, State's Attorney</u> | |

CERTIFICATION

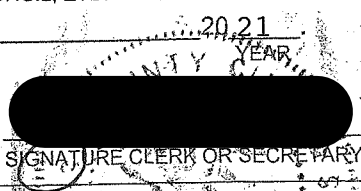
I, Jessica Fox, the Shelby County Clerk
NAME CLERK OR SECRETARY OF THE BOARD

of the Shelby County of the County of Shelby,
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its Shelby County Board at a meeting duly
BOARD, COUNCIL, ETC.

convened and held on the 11th of February, 2021
DAY MONTH YEAR

SIGNATURE CLERK OR SECRETARY OF THE BOARD



* Any person who knowingly makes any false statement or falsifies or permits to be falsified any record of the Illinois Municipal Retirement Fund in an attempt to defraud IMRF is guilty of a Class 3 felony (40 ILCS 5/1-135).

IMRF
2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337
Employer Only Phone: 1-800-728-7971
www.imrf.org

CIC SOFTWARE LICENSE AGREEMENT

This AGREEMENT is dated for reference purposes this 11th day of February, 2021 by and between Computer Information Concepts, Inc., a Colorado Corporation, (hereinafter referred to as "CIC") and Shelby County, Illinois, (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, CIC has developed certain computer software products described below;
and

WHEREAS, CIC and Customer desire to enter into an Agreement wherein CIC will license the computer software products to Customer upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SOFTWARE. CIC hereby licenses to Customer the use of the following property (collectively, "Software"): (i) the computer software products described in Exhibit A; (ii) the machine readable code; (iii) related documentation, information and derivative works; (iv) revised and corrected versions ("Updates"); (v) enhanced and improved versions of such programs and documentation which become available hereunder ("Enhancements"); and (vi) all copies of the foregoing, which are permitted by this Agreement.
2. OWNERSHIP. Customer acknowledges that the Software and all copyright, trade secrets and other right, title and interest therein, are the sole property of CIC and that Customer shall gain no right, title or interest in the Software by virtue of this Agreement other than the nonexclusive right of use granted herein.
3. LICENSE OF SOFTWARE. In consideration of Customer's payment of a Software License Fee, CIC grants to Customer a perpetual, personal, non-transferable and nonexclusive right and license to use the Software. Customer represents, warrants and agrees that the Software will be used only as provided in this Agreement and only for the benefit of Customer.
4. MAINTENANCE / SUPPORT. CIC shall provide to Customer such Updates and Enhancements, if any, as are generally released by CIC to all customers from time to time.

5. PROPRIETARY DATA / CONFIDENTIALITY. Customer acknowledges that the information contained in the Software is confidential and contains trade secrets and proprietary data belonging to CIC. Customer shall implement all reasonable measures necessary to safeguard CIC's ownership of, and the confidentiality of, the Software, including without limitation: (i) not to allow any person access to the Software other than its employees, agents and consultants who require such access for the performances of their ordinary services to Customer, and then only to the extent necessary to permit the performance of such services and to require, as a condition to such access, that such persons comply with the provisions of this Section 5; (ii) to cooperate with CIC in the enforcement of such compliance by Customer's employees, agents and consultants; (iii) not to permit the removal or alteration of any copyright or confidentiality labels or notices contained in the Software; (iv) not to modify, translate, disassemble, decompile or reverse engineer the Software; and (v) not to duplicate or reproduce the Software, except that Customer may make one archival copy and, if necessary, one copy to run temporarily on a replacement computer for backup in an emergency, and then in either case only if all copyright and confidentiality notices are included in the copy. Customer acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to CIC.

6. WARRANTY AND LIMITATION OF REMEDY. CIC warrants to Customer that the Software was independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary rights of any other party. CIC's sole obligation in respect of a breach of the foregoing warranty shall be to modify or replace, where reasonably possible, the Software so as to eliminate the infringement. Customer shall give CIC prompt written notice of any claims under the foregoing warranty.

The foregoing warranty shall not apply to the extent that any alleged infringement derives from: (1) a combination of the Software with any program, equipment or device not supplied or recommended by CIC; (2) Customer's failure to install promptly any Updates or Enhancements provided by CIC under this Agreement. CIC's liability shall not exceed the Software license fees received by CIC from Customer.

7. TERMINATION. If either party fails to perform its obligations as set out in this Agreement, this Agreement may be terminated upon written notice to the defaulting party. Customer shall upon receipt of such termination notice immediately: (i) purge all Software from all computer systems, storage media and other files; (ii) return to CIC all copies (including partial copies) of the Software; and (iii) certify to CIC in writing that it has complied with the foregoing obligations and has not provided total or partial copies of the Software to any third party. The expiration or termination of this Agreement for any reason shall not extinguish or diminish Customer's obligations hereunder to maintain the confidentiality of the Software, which obligation is continuing and shall survive termination of this Agreement.

8. ASSIGNMENT. This Agreement is personal to Customer and neither this Agreement nor any of the Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer, including to any successor-in-interest to Customer without CIC's prior written consent.

9. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

10. STATUS. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer - employee relationship, a joint venture, partnership, or other association between CIC and Customer.

11. ENTIRE AGREEMENT/MODIFICATION. This Agreement constitutes the entire Agreement between the parties and any and all prior Software License Agreements for earlier versions of the same Computer Software Products between the parties hereto with respect to the subject matter of this Agreement are hereby canceled and terminated. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized personnel of CIC and Customer.

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

By: 
Computer Information Concepts, Inc.

By: 
Shelby County, Illinois

EXHIBIT A

Computer Software Products

Budgetary / Fund accounting - Basic (Accounts Payable, General Ledger
w/Budget Processing, Banking & Investing, Cash Receipting plus Local /
State / Federal Reporting)

Budgetary / Fund Accounting - Option (Budget Preparation)

Budgetary / Fund Accounting - Option (Daily Statement Balancing)

Integrated Imaging - Unlimited Seats

Payroll - Basic

Payroll - Option (Personnel)

HARDWARE, SOFTWARE AND/OR INITIAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of February 11, 2021, by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter individually referred to as "CIC" and

Shelby County
P.O. Box 230
Shelbyville, Illinois 62565

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Hardware, Software, and/or Initial Peopleware further described in Exhibit A, attached hereto and by this reference made a part hereof, all in accordance with the schedule shown on Exhibit B, also attached hereto and by this reference made a part hereof; and

WHEREAS, Customer desires to purchase said Hardware, Software and/or Initial Peopleware from CIC and agrees to pay CIC the amounts shown, on or before the dates indicated, all as further described on Exhibit B;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Delivery - Although CIC may assist Customer in purchasing products/services from vendors not represented in this Agreement, in addition to coordinating the timely delivery and installation of all of the products, CIC shall not be liable for any damages, penalty for delay in delivery or for failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery by CIC's vendors or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory limitations or Customer determined limitations, Customer agrees to permit CIC's employees, for purposes of performing CIC's obligations under this Agreement, access to the Customer's hardware, software and/or related data, and shall provide access to a telephone available for use by CIC's employees when present at Customer's location. Customer further agrees to make its employees available to CIC at Customer's location to facilitate implementation of the Hardware, Software and/or Initial Peopleware and/or Products/Services and understands CIC may extend the schedule on Exhibit B, by a period of time equal to any time lost because of Customer's failure to provide such access, excepting Customer may not delay payments due CIC, unless CIC also agrees to such delay.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's PEOPLEWARE procedures and related documentation is of substantial importance and it shall be Customer's obligation to protect said PEOPLEWARE procedures and related documentation from unauthorized disclosure or use.

Additional Expenses - All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals will be considered additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability - Each party shall be solely responsible for any liability arising from injury to any person or damage to any property resulting from the negligence of that party's employees while either on the other party's premises or traveling to or from the other party's premise. Each party, at its expense, will defend any claim or legal proceeding which is brought against the other party but which is based upon the action of the responsible party, and the responsible party will likewise pay any judgment or settlement so awarded or agreed to; provided the other party gives prompt notice of such claim or legal proceeding and cooperates in such defense.

CIC will also defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary rights to provide the Hardware, Software and/or Initial Peopleware and Products/Services included in this Agreement.

Ownership - Customer shall have title, interest and right to use all Hardware, Software and/or Initial Peopleware and Products/Services provided in this Agreement subject to CIC's and CIC's respective vendor license agreements, which CIC shall provide and Customer agrees to sign.

Maintenance - Although CIC will provide recommendations regarding Hardware, Software and/or Peopleware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility. As a part of this Agreement but at an additional cost unless specifically included herein, CIC agrees to offer, under separate cover, an Annual Peopleware Agreement which provides Customer with centralized access to technical support and training assistance relating to Customer's hardware, operating and application software, communication networks and/or other areas of Customer's computer installation and with additional products/services Customer may request to maintain or further enhance Customer's automation, in the future.

Warranty and Limitation of Remedy - CIC warrants the Hardware and the Software provided hereunder will perform according to the respective vendor's published specifications, and that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Initial Peopleware and Services provided under this Agreement will not prevent the Hardware and Software from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs. Customer agrees CIC's maximum liability will be limited to the amount CIC received from Customer for Initial Peopleware and Services provided under this Agreement.

Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counterproductive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution/Term - This Agreement is in full force and effect as of the date of execution and shall continue through the date of the Final Review of Hardware, Software and/or Initial Peopleware plus Final Payment referenced on Exhibit B.

Non-Appropriation of Funds - In the event Customer funds are not budgeted and appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the Customer as to such current or succeeding fiscal year and shall become null and void except as to the payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of CIC, its successors or assigns, for any further payments.

If the aforementioned Non-Appropriation of Funds provision is utilized, Customer agrees to immediately notify CIC, its successors or assigns and to peaceably surrender possession of the Hardware, Software and/or Initial Peopleware provided under this Agreement to CIC, its successors or assigns. Customer also agrees to not purchase, lease or rent any other Hardware, Software and/or Initial Peopleware capable of performing similar Customer functions for a period of ninety (90) days from the date Customer surrenders said Hardware, Software and/or Initial Peopleware to CIC, its successors or assigns.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Illinois.

Waiver - The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment – This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, enhancement development and support to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and supersedes all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. This Agreement, and each provision and Exhibit hereof, may be modified only in writing duly executed by both parties. In the event Customer issues a purchase order or other instrument covering the Hardware, Software and/or Initial Peopeware and/or Products/Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.


Insurance - During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.


Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: 
Computer Information Concepts, Inc.

By: 
Shelby County, Illinois

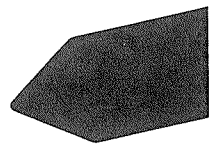


EXHIBIT A
Page 1 of 2

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc. and Shelby County, Illinois, dated February 11, 2021**

| <u>Description</u> | <u>Qty</u> | <u>Discounted</u> |
|---|------------|-------------------|
| <u>Hardware / Supplies</u> | | |
| Server Farm - Remote Backup / Disaster Recovery (Includes 20.0Mbps Committed Information Rate (CIR) Access) - Annual Lease | | |
| Maximum Disk Storage (10GB) | 1 | \$1,190.00 |
| Initial Data Replication - 100% Remote (1 Hour) | 1 | 105.00 |
| Installation / Training - 100% Remote (2 Hours) | 1 | 210.00 |
| Initial / Annual Disaster Recovery "Readiness" Testing - 100% Remote (4 Hours) | 1 | 420.00 |
| Support | 1 | 120.00 |
| <u>Software / Transition</u> | | |
| Budgetary / Fund Accounting - Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Cash Receipting plus Local / State / Federal Reporting) | | |
| Software | 1 | 13,100.00 |
| Data Translation - 100% Remote (30 Hours) | 1 | 3,150.00 |
| Installation / Training - 35% Remote (50 Hours) | 1 | 6,715.00 |
| Enhancements | 1 | 920.00 |
| Support | 1 | 3,540.00 |
| Budgetary / Fund Accounting - Option (Budget Preparation) | | |
| Software | 1 | 2,385.00 |
| Data Translation - 100% Remote (6 Hours) | 1 | 630.00 |
| Installation / Training - 35% Remote (10 Hours) | 1 | 1,345.00 |
| Enhancements | 1 | 170.00 |
| Support | 1 | 645.00 |
| Budgetary / Fund Accounting - Option (Daily Statement Balancing) | | |
| Software | 1 | 715.00 |
| Data Translation - 100% Remote (2 Hours) | 1 | 210.00 |
| Installation / Training - 35% Remote (4 Hours) | 1 | 540.00 |
| Enhancements | 1 | 55.00 |
| Support | 1 | 195.00 |

EXHIBIT A
Page 2 of 2

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Shelby County, Illinois**, dated **February 11, 2021**

| <u>Description</u> | <u>Qty</u> | <u>Discounted</u> |
|--|------------|--------------------|
| <u>Software / Transition Continued</u> | | |
| Integrated Imaging - Unlimited Seats | | |
| Software | 1 | 1,430.00 |
| Enhancements | 1 | 105.00 |
| Support | 1 | 390.00 |
| INSTANT Sharing / Seat | | |
| Software & Installation / Training - 100% Remote | 8 | 760.00 |
| Support | 8 | 760.00 |
| Payroll - Basic | | |
| Software | 1 | 6,500.00 |
| Data Translation - 100% Remote (15 Hours) | 1 | 1,575.00 |
| Installation / Training - 35% Remote (26 Hours) | 1 | 3,495.00 |
| Enhancements | 1 | 455.00 |
| Support | 1 | 1,755.00 |
| Payroll - Option (Personnel) | | |
| Software | 1 | 3,500.00 |
| Data Translation - 100% Remote (9 Hours) | 1 | 945.00 |
| Installation / Training - 35% Remote (14 Hours) | 1 | 1,880.00 |
| Enhancements | 1 | 245.00 |
| Support | 1 | 945.00 |
| “10% ZOBRIO / FINANCIAL EDGE UPGRADE DISCOUNT” | 1 | (5,561.00) |
| Miscellaneous Expenses, i.e. travel, milage, lodging, meals, etc., are included. | 1 | 1,810.00 |
| | | <hr/> |
| TOTAL | | \$57,349.00 |

EXHIBIT B

Hardware, Software and/or Initial Peopleware Agreement by and between Computer Information Concepts, Inc. and Shelby County, Illinois, dated February 11, 2021

| | | |
|-------------|-------------------|--|
| \$28,674.50 | February 19, 2021 | 1) Contract Signed 2) Software Ordered 3) Initial Payment |
| | March 5, 2021 | 1) Transition Planning Meeting Completed |
| | April 16, 2021 | 1) Server Farm - Remote Backup / Disaster Recovery Data Translation Completed |
| | April 23, 2021 | 1) Budgetary / Fund Accounting - Basic, Budgetary Fund / Accounting - Budget Preparation, and Budgetary Fund / Accounting - Daily Statement Balancing Data Translation Completed 2) Server Farm - Remote Backup / Disaster Recovery Installation / Training Completed |
| | May 14, 2021 | 1) Budgetary Fund Accounting - Basic, Budgetary Fund Accounting - Budget Preparation, Budgetary Fund Accounting - Daily Statement Balancing, Integrated Imaging, and INSTANT Sharing Installation / Training Completed |
| | June 11, 2021 | 1) Payroll - Basic and Payroll - Personnel Data Translation Completed |
| | June 30, 2021 | 1) Payroll - Basic and Payroll - Personnel Installation / Training Completed |
| 28,674.50 | July 1, 2021 | 1) Annual Peopleware Agreement 2) Final Review of Hardware, Software, and/or Initial Peopleware plus Final Payment |

\$57,349.00 TOTAL (Payable to CIC)

CIC will test and assure Customer the Hardware and Software is performing according to vendor(s) published specifications before Customer completes final review and releases final payment.

ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of July 1, 2021 by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter referred to as "CIC" and

Shelby County
P.O. Box 230
Shelbyville, Illinois 62565

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Customer access to support, enhancements and training for Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment, hereinafter referred to as "Annual PEOPLEWARE" and additional products and/or services Customer may request in the future, to maintain or enhance Customer's automation environment, hereinafter referred to as "Products / Services"; and

WHEREAS, Customer has elected to purchase CIC's Annual PEOPLEWARE as evidenced on Exhibit A, attached hereto and by this reference made a part hereof, and in the future may purchase additional Products / Services, as will then be evidenced on Exhibit B(s), "SAMPLE" attached hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree that CIC will deliver Annual PEOPLEWARE to Customer, twenty-four (24) hours/day, seven (7) days/week.

ANNUAL PEOPLEWARE

A. Hardware

Maintenance - CIC will assist in problem determination and cooperate with Customer and Customer's maintenance personnel to maximize up time. Although CIC may recommend computer hardware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility.

Emergency Backup - CIC will provide personnel to assist Customer in locating backup computer hardware; coordinate the temporary relocation of Customer's operating / application systems / data and assist in Customer's emergency processing, at CIC's then current hourly rate.

B. Software

Operating Systems – CIC trained personnel will promptly respond / resolve all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks, including hubs, routers, VPN devices, communication lines, etc. and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC.

Application Systems – CIC develops and maintains a working knowledge of not only the Application Systems, but more importantly, how each of our many features are currently used in your operation, permitting our PEOPLEWARE Team's active participation in recommending procedural changes necessary to increase utilization of our new features and enhancements as they become available. Following initial implementation, CIC will continue to inform, recommend and assist in ordering, providing and pre-testing all new Application System Releases, Enhancements and/or Program Temporary Fixes from CIC's vendors, as necessary, to maintain your software at a level supportable by CIC.

Future Releases / Enhancements / Program Temporary Fixes – CIC will inform, recommend and assist Customer in ordering / pre-testing all future operating or application system releases, enhancements and/or program temporary fixes from CIC and CIC's vendors necessary to maintain Customer at a level supportable by CIC. Actual acquisition and/or on-site installation / implementation costs for such future releases, enhancements and/or program temporary fixes remain Customer's responsibility unless specifically included on Exhibit A.

C. PEOPLEWARE

"INSTANT Response" – Customers utilizing our **"Internet Accessible" Annual PEOPLEWARE System (APS)** to log support calls by **"Task Code" - Twenty-Four (24) Hours/Day – Seven (7) Days/Week**, may enter their specific questions and/or concerns in their own words, attach all related screen / report images for further clarification, select priority / maximum response times of **IMMEDIATE**, 2, 4 or 8 working hours and receive automatic e-mail updates triggered by every support call action.

1. APS provides retrieval / displays CIC's resolution documentation for a date range within the same **"Task Code"** to our staff, providing immediate resolution for a high percentage of your support calls along with excellent cross training to prevent related calls in the future.

2. Our APS **"Quick Reference"** also provides Customers instant access to our most current Web Based Documentation for your specific **"Task Code"**, saving you valuable time normally spent looking for your current copy of CIC's manual or the applicable section, page and paragraph.

3. APS enables our Customers to confirm CIC's open support call status (Internet & Telephone), reassignment, escalation and projected resolution date / time plus provide an opportunity for our Customers to add additional information to their original open call(s) at any time.

4. When requested, APS displays a list of current **"PeopleWires"**, which describe CIC known problems / issues communicated to our Customers. If a CIC program temporary fix (PTF) is available, our FTP location and automatic downloading instructions will be provided. Otherwise, CIC's recommended **"temporary work around"** with instructions can be viewed and printed, along with our current estimated PTF availability.

5. Finally, using APS, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by "Keyword", Date Range and/or Reference Number.

Toll Free Access – CIC will continue to provide Customer with toll free telephone access plus CIC's assistance in entering Customer's questions / concerns and requested maximum response time of 2, 4 or 8 working hours into CIC's Annual PEOPLEWARE System.

Support – In summary, CIC will provide the computer hardware, operating and application systems, communication networks and/or other related support necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, by telephone, "DESKTOP Response" and/or "ON-DEMAND Response" unless, dependent upon severity, expediency and other pertinent factors, CIC determines to travel to Customer's location.

Training - CIC will also provide the computer hardware, operating and application systems, communication networks and/or other related training necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, at CIC's then current telephone / "DESKTOP Response" / "ON-DEMAND Response" hourly rates or regional workshop / on-site daily rates.

Problem Identification / Vendor Communication - Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and CIC's vendors in resolving Customer's questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

Products / Services - CIC will maintain the configuration, system / communication schematics, file utilization and staff knowledge necessary to assure the continuing compatibility of any Products / Services purchased from CIC with Customer's existing computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment.

Site Evaluation - CIC will periodically review and discuss Customer's satisfaction with the Annual PEOPLEWARE and Products / Services provided by CIC and CIC's vendors, the effectiveness of Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment and recommend additional Annual PEOPLEWARE and/or Products / Services for Customer's consideration.

GENERAL

Delivery - Although CIC may assist Customer in purchasing and coordinating the timely delivery and installation of Products / Services from CIC's vendors, CIC shall not be liable for any damages, penalty for delay in delivery and/or failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory or Customer determined limitations, Customer agrees to permit CIC's employees access to Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment including access to Customer's Internet connection and a telephone, for purposes of performing CIC's obligations under this Agreement.

Customer further agrees to make its employees available to CIC at Customer's location to facilitate effective implementation / utilization of Annual PEOPLEWARE and/or Products / Services and understands that failure to do so can result in additional CIC effort / time, which may be billable to Customer.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's Annual PEOPLEWARE procedures and related documentation are of substantial importance and it shall be Customer's obligation to protect said procedures and related documentation from unauthorized disclosure or use and to destroy all such confidential information upon the expiration or termination of this Agreement.

Additional Expenses – All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals are additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability – Each party shall be solely responsible for any liability resulting from that party's negligence.

Ownership - Customer will defend and indemnify CIC against any claim or legal proceedings with regard to Customer's proprietary rights to use all computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment. CIC will defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary rights to provide the Annual PEOPLEWARE and Products / Services delivered in this Agreement subject to CIC's and CIC's respective vendor software license agreements, which CIC shall provide and Customer agrees to sign.

Warranty and Limitation of Remedy - CIC warrants the Products provided hereunder will perform according to the respective vendor's and CIC's published specifications, that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Annual PEOPLEWARE and Products / Services provided under this Agreement will not prevent the Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs.

Customer agrees CIC's maximum liability will be limited to the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL CIC received in the most recent year, minus any funds owed or disbursed for support and enhancements.

Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution / Term - This Agreement is in full force and effect as of the date of execution, for one (1) year from the day and year first above written and shall be considered renewed annually by CIC's issuance of an invoice for this same EXHIBIT A - ANNUAL PEOPLEWARE TOTAL or in subsequent years, CIC's revised EXHIBIT A - ANNUAL PEOPLEWARE TOTAL and invoice paid by Customer, within thirty (30) days of each renewal date.

Notwithstanding the foregoing, Customer may terminate this Agreement for cause upon ninety (90) days written notice to CIC and the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL received by CIC in the most recent year, minus any funds owed or disbursed for support and enhancements, prorated through the date of such termination, returned to Customer, providing CIC is given such ninety (90) days to resolve the issues at hand to Customer's satisfaction.

Either party may also terminate this Agreement in writing, at least ninety (90) days prior to each renewal date.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Illinois.

Waiver - The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment - This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, support and enhancement development to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and shall supersede all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. All parties have negotiated this Agreement at arms length, and no party shall be deemed as the drafter of the Agreement for purpose of interpreting any potential ambiguities in the Agreement and each provision and Exhibit hereof, may be modified only in writing duly executed by all parties. In the event Customer issues a purchase order or other instrument for the Annual PEOPLEWARE and/or Products / Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

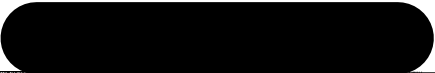
Insurance - During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: 
Computer Information Concepts, Inc.

By: 
Shelby County, Illinois

EXHIBIT A

Page 1 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Shelby County, Illinois, dated July 1, 2021

ANNUAL PEOPLEWARE

\$ 1,190.00 Support – Operating Systems

\$.00 – Server Farm

“Without an On-Site Full Time Network Technician”

\$.00 – Personal Computer / Server, Department and/or County File Server(s)

“With an On-Site Full Time Network Technician”

\$ 750.00 – Department / County with Maximum of Six (6) Hardware Devices

“Without an On-Site Full Time Network Technician”

\$ 1,500.00 – Personal Computer / Server or Department File Server

“Without an On-Site Full Time Network Technician”

\$ 2,500.00 – County File Server(s)

“Without an On-Site Full Time Network Technician”

CIC trained personnel will promptly respond by telephone, DESKTOP Response and/or ON-DEMAND Response to all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks during operation of the following Application Systems and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC. On-Site operating system support and installation / configuration of new equipment is additional and will be invoiced in one (1) hour increments at CIC's then current travel & on-site hourly rates plus mileage, lodging and meals at cost and paid monthly to CIC by Customer upon receipt of invoice.

1,190.00 Server Farm - Remote Backup / Disaster Recovery (Includes 20.0Mbps Committed Information Rate (CIR) Access) - Annual Lease - 10 GB

8,350.00 Support – Application Systems

3,540.00 Budgetary / Fund accounting - Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investing, Cash Receipting plus Local / State / Federal Reporting)

645.00 Budgetary / Fund Accounting - Option (Budget Preparation)

195.00 Budgetary / Fund Accounting - Option (Daily Statement Balancing)

390.00 Integrated Imaging - Unlimited Seats

760.00 INSTANT Sharing / Seat - 8 Seats

1,755.00 Payroll - Basic

945.00 Payroll - Option (Personnel)

120.00 Server Farm - Remote Backup / Disaster Recovery (Includes 20.0Mbps Committed Information Rate (CIR) Access) - 10GB

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Shelby County, Illinois, dated July 1, 2021

ANNUAL PEOPLEWARE CONTINUED

1,950.00 Enhancements – Application Systems

- 920.00 Budgetary / Fund accounting - Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investing, Cash Receipting plus Local / State / Federal Reporting)
- 170.00 Budgetary / Fund Accounting - Option (Budget Preparation)
- 55.00 Budgetary / Fund Accounting - Option (Daily Statement Balancing)
- 105.00 Integrated Imaging - Unlimited Seats
- 455.00 Payroll - Basic
- 245.00 Payroll - Option (Personnel)

\$11,490.00 ANNUAL PEOPLEWARE TOTAL

EXHIBIT B#

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Shelby County, Illinois, dated July 1, 2021

PRODUCTS / SERVICES TO BE PROVIDED:

| Description | Qty | Retail | Discounted |
|----------------------------|-----|-------------------|-------------------|
| TOTAL RETAIL PRICE | | \$x,xxx.xx | |
| TOTAL EXHIBIT PRICE | | | \$x,xxx.xx |

Miscellaneous Expenses, i.e.; travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within thirty (30) days after CIC's receipt of this signed exhibit and your Check or Purchase Order.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

1. Mail a signed copy of this Exhibit along with your Check for the Total Exhibit Price to 2843 31st Avenue, Greeley, Colorado 80631
- OR
2. Fax a signed copy of this Exhibit along with your Purchase Order for the Total Exhibit Price to (970) 330-0839. Full Payment will then be due and payable upon delivery of the Products / Services.

Failure to execute within twenty (20) days will render this Exhibit null and void.

By: _____
Computer Information Concepts, Inc.

By: _____
Customer

Exhibit Date

Acceptance Date

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

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

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Cold Spring in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 112 at a point near NW 1/4 NW 1/4 Sec. 25; R2E; T9N; 3rd PM

in said Road District, for which said work the Road District of Cold Spring is responsible; and the cost of which work will be two 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 2nd day of February 2021

Highway Commissioner.

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

I, the undersigned Highway Commissioner of the Road District of Cold Spring 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 - 1000
Labor, Equip, Mat'l - 1000
\$2000

48" x 38'
475N/1100E

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

Witness my hand, this 2nd day of February 2021

Highway Commissioner.

PETITION FOR COUNTY AID TO BUILD
OR REPAIR BRIDGE, CULVERT OR
DRAINAGE STRUCTURE
ROAD DISTRICT OF

Gold Spring

Shelby
COUNTY, ILLINOIS

Filed this _____ day of _____

County Clerk.

253 Byers Printing Company, Springfield, Illinois.

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

Don Simpson
Highway Commissioner of said Road District of
Gold Spring
being duly sworn, on oath says that
two 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.
_____ Highway Commissioner.
Subscribed and sworn to before me, this _____ day of February _____ 2021



Cold Spring
475N 1100E
Need 48" x 38 feet

TO: THE SHELBY COUNTY BOARD

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


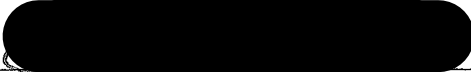

RESOLUTION X

PETITION

AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

RESOLUTION

2021-05

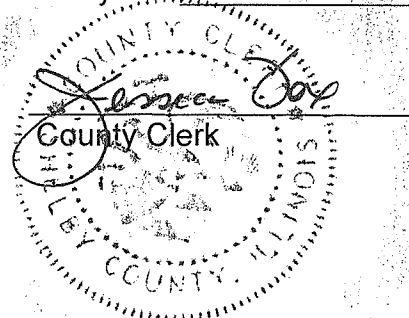
BE IT RESOLVED BY THE SHELBY COUNTY BOARD that the following items of material for the maintenance of Section 21-00000-00-GM be awarded to Howell Paving, Inc. Mattoon, IL. These were submitted at a letting held on February 5, 2021.

| | | |
|------------|---|----------------------------|
| 18,000 GAL | BITUMINOUS MATERIAL SEAL COAT: SC-70, SC-250, SC-800, SC-3000 LIQUID ASPHALT | \$3.28/GAL \$59,040.00 |
| 30,000 GAL | BITUMINOUS MATERIAL SEAL COAT: HFE-150 ASPHALT EMULSION | \$2.20/GAL \$66,000.00 |
| 30,000 GAL | BITUMINOUS MATERIAL SEAL COAT: HFE-300 ASPHALT EMULSION | \$2.26/GAL \$67,800.00 |
| 400 TON | M 19-07 | \$69.50/TON \$27,800.00 |

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 February 11, 2021.

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 11th day of Feb., 2021 A.D.



TO: THE SHELBY COUNTY BOARD

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

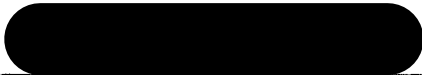
RESOLUTION X


PETITION


AGREEMENT

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE







RESOLUTION

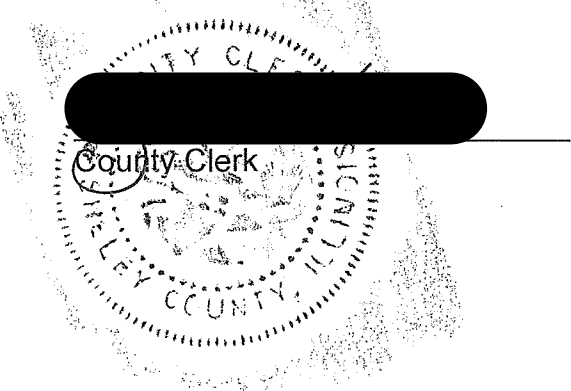
2021-06

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for 33,000 gallons of HFE 300 to be used in the production of Cold Mix, to Howell Paving based on their low bid of \$2.28 submitted at a letting held on February 5, 2021.

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 February 11, 2021.

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 11th day of Feb., 2021 A.D.



Flat Branch BR
18-06117-00BR

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





Addenda #2

RESOLUTION
2021-07

WHEREAS, the County of Shelby endeavors to replace bridge 087-3101 located in Flat Branch Township (TR112) that is approximately 0.1 miles in length and known to the Illinois Department of Transportation as MFT Section Number 18-06117-00 BR and State Project Number 6G85(256).

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

WHEREAS, the use of federal funds requires a joint funding agreement (AGREEMENT) with the Department of Transportation.

NOW THEREFORE, BE IT RESOLVED that the County of Shelby authorizes fifty five thousand dollars, (\$55,000) or as much of such sum as may be needed to match federal funds in the completion of the aforementioned project known as MFT Section Number 18-06117-00 BR.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

Certificate:

I, Jessica Fox, Clerk in and for said County in the State of Illinois, 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 at its meeting held on Feb. 11, 20 21.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville, in Shelby County, this 11th day of Feb., 20 21.

(SEAL)



Clerk

CE Agreement HLR
19-00288 COR2S
Cowden-Herrick Road

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

| | | | | |
|----------------|---|--|--|-----------------------------------|
| Municipality | L O C A L A G E N C Y |  Illinois Department of Transportation | C O N S U L T A N T | Name |
| Township | | | | Hampton, Lenzini and Renwick, Inc |
| County | | | | Address |
| Shelby | | | | 3085 Stevenson Drive #201 |
| Section | | Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds | | City |
| 19-00288-00-RS | | | | Springfield |
| | | | | State |
| | | | | Illinois |

THIS AGREEMENT is made and entered into this 11th day of February 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

- Regional Engineer** Deputy Director Division of Highways, Regional Engineer, Department of Transportation
- Resident Construction Supervisor** Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
- Contractor** Company or Companies to which the construction contract was awarded

Section Description

Name Cowden-Herrick Road Route CH 22 Length 5.04 miles Structure No. NA

Termini The Shelby/Fayette County Maintenance line extending to the intersection for IL Route 128

Description
Construction Engineering and Material Testing services the proposed improvements in 2021

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 4a, 4g, 4i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

| Awarded Cost | Percentage Fees | |
|----------------|-----------------|------------|
| Under \$50,000 | _____ | (see note) |
| | _____ | % |
| | _____ | % |
| | _____ | % |
| | _____ | % |
| | _____ | % |

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1j of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.



**Grade Classification
of Employee**

Principal Engineer
Resident Construction Supervisor
Chief of Party
Instrument Man
Rodmen
Inspectors

Hourly Rate Classification (Typical)

Engineer 6
Engineer 2/ Technician 2
Technician 2
Engineer 1
Technician 1
Engineer 2/ Technician 2

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2021. In event the services of the ENGINEER extend beyond 12/31/2021, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 210.0 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 210.0 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications,

partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

| HLR Hourly Rate Schedule 2021 | |
|-------------------------------|---------------------|
| Employee Classification | Hourly Billing Rate |
| Principal | \$ 230.00 |
| Engineer 6 | \$ 200.00 |
| Engineer 5 | \$ 180.00 |
| Engineer 4 | \$ 170.00 |
| Engineer 3 | \$ 160.00 |
| Engineer 2 | \$ 130.00 |
| Engineer 1 | \$ 105.00 |
| Structural 2 | \$ 215.00 |
| Structural 1 | \$ 170.00 |
| Technician 3 | \$ 150.00 |
| Technician 2 | \$ 120.00 |
| Technician 1 | \$ 95.00 |
| Intern/Temporary | \$ 60.00 |
| Land Acquisition | \$ 155.00 |
| Survey 2 | \$ 145.00 |
| Survey 1 | \$ 120.00 |
| Environmental 2 | \$ 150.00 |
| Environmental 1 | \$ 105.00 |
| Administration 2 | \$ 140.00 |
| Administration 1 | \$ 85.00 |

Note: Overtime rates will be charged at 1.5x the above base hourly rates. This Rate Table is valid through December 31st 2021.


IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Shelby County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By 


Shelby County Clerk
(Seal)




By
Title: County Board Chairperson

Executed by the ENGINEER:


ATTEST:

By 

Title: Austin Ridgely, PLS, Vice President



Title: Steve Megginson, PE, SE, Vice President

Approved
2-27-21
Date
Department of Transportation


Regional Engineer

EXHIBIT A

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

EXHIBIT A

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

- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

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

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

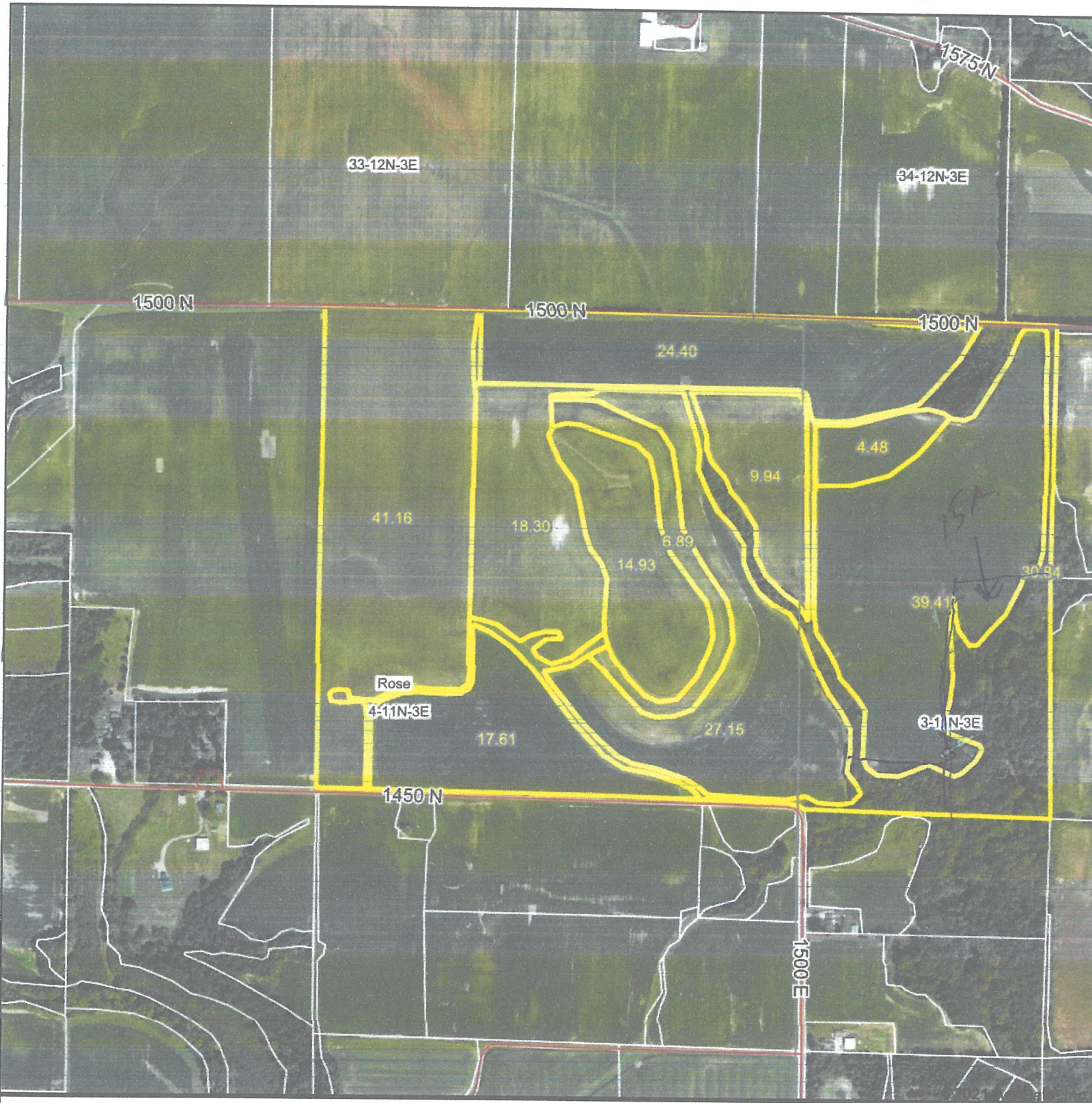

Signature of Authorized Representative

Steven W. Megginson, Vice President
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number

11-18-2020
Date

Aerial Map



Map Center: 39° 25' 52.12, -88° 52' 1.83



4-11N-3E
Shelby County
Illinois



1/26/2021

361

REFERENCE STAMP,
to the amount of
\$ 9.50
on this instrument.

This Indenture, Made this 21st day of February
in the year of our Lord One Thousand Eight Hundred and Sixty Six BETWEEN James A. Livers and Emaline Livers his wife of Shelly County Illinois
of the first part, and
The County of Shelly in the State of Illinois

WITNESSETH, That the said party of the first part, for and in consideration of the sum of

Five Thousand and Sixty Dollars

in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, Bargained and Sold, and by these presents do Grant, Bargain and Sell, unto the said party of the second part, heirs and assigns, all the following described lots, pieces, or parcels of land, situated in Case Township in the County of Shelly and State of Illinois, to wit:

The South West quarter of the North East quarter of Section four (4) and the West half of the North West quarter of Section three (3) and the North West quarter of the North East quarter of Section four (4) and the East half of the North East quarter of Section four (4) all in Township Eleven (11) North of Range three (3) East of the third principal meridian containing in all Two hundred and forty acres more or less

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof: and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances: To Have AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, heirs and assigns forever. And the said James A. Livers and Emaline Livers party of the first part, hereby expressly waive, release and relinquish unto the said party of the second part, heirs, executors, administrators and assigns, all right, title, claim, interest and benefit whatever in and to the above described premises, and each and every part thereof, which is given by or results from all laws of this State pertaining to the exemption of homesteads: and the said James A. Livers and Emaline Livers party of the first part, do covenant, grant, bargain and agree, to and with the said party of the second part, for heirs and assigns, that at the time of the executing and delivery of these presents, they are well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, and in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances, of what kind or nature soever, and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

In TESTIMONY WHEREOF, The said party of the first part hereunto set their hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF
J. M. Lloyd
James A. Livers Emaline Livers

STATE OF ILLINOIS, }
Shelly COUNTY. } ss.

J. M. Lloyd a Notary Public in and for the County of Shelly in and for the State aforesaid, do hereby certify that James A. Livers and Emaline Livers who are personally known to me as the same persons, whose names are subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument in writing as their free and voluntary act, for the uses and purposes therein set forth.



And the said Emaline Livers wife of the said James A. Livers having been by me examined, separately and apart, and out of the hearing of her husband, and the contents and meaning of the said instrument of writing having been by me fully made known and explained to her, and she also by me being fully informed of her rights under the Homestead Laws of this State, acknowledged that she had freely and voluntarily executed the same, and relinquished her dower to the lands and tenements therein mentioned, and also all her rights and advantages under and by virtue of all laws of this State relating to the Exemption of Homesteads, without compulsion of her said husband, and that she does not wish to retract the same.

Given under my hand and official seal, this 21st day of February A. D. 1866
J. M. Lloyd

Filed for Record, on the 21st day of Feb 1866 at 4 o'clock, 30 N. P. M.



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Morgan County Poor Farm Records Index (1850–1932) Illinois State Archives

Compiled by the Illinois Regional Archives Depository System, University of Illinois at Springfield

The Morgan County Poor Farm Record Index was compiled by Vance Martin, Graduate Public Service Intern (GPSI) for the Illinois Regional Archives Depository (IRAD). The 2,727 records in the database were extracted from the Morgan County Almshouse Registers (IRAD Accession 4/0325/02) and Poor Farm Medical Examination Record (IRAD Accession 4/0325/03). The Almshouse Registers are referenced as volumes 1 (1853–1863) and 2 (1850–1919) and the Poor Farm Medical Examination Record (1912–1932) is volume 3.

Each entry found in the index contains the following categories of information: the name, age and occupation of the inmate; the date of admission to the almshouse; date of discharge from the almshouse; the volume and page number; and the supposed cause of pauperism. When an inmate died while staying at the almshouse, the date of death is also included.

The supposed cause of pauperism was transcribed literally from the almshouse register. Keepers of the poor were required by law to record a reason for dependence in the almshouse registers. The causes of pauperism listed are usually based upon the opinion of the keeper of the poor.

Names of inmates were transcribed directly from the almshouse registers and medical examination record. Every attempt was made to obtain accurate spellings of names. However, names were often spelled a variety of ways throughout the records. It was also sometimes difficult to decipher handwriting for some entries. Therefore, when searching this index, we suggest that researchers check alternative spellings of names if they do not find an entry for the name for which they are searching.

Care of the Poor in Illinois

Public care of the poor in Illinois began in 1819. In that year, the General Assembly passed a law mandating public care and maintenance of those unable to support themselves and without family support. County overseers of the poor farmed out care of the destitute to private citizens. [Laws of Illinois 1819, p. 127]

In 1839, this system was reauthorized. County commissioners' courts were also authorized to establish county poorhouses, at their own discretion, to replace the farm-out system; to hire keepers of the poor, and to levy a property tax for poorhouse support. [Laws of Illinois 1839, p. 138] This poorhouse authorization was renewed in 1845 and 1861. [Illinois Revised Statutes 1845, p. 402; Laws of Illinois 1861, p. 181]

An 1874 law required all keepers (superintendents) of county poorhouses to keep books of account. [Illinois Revised Statutes 1874, p. 754] The superintendent was required to keep a record showing the name of each person admitted to the county poorhouse; the time of his admission and discharge; the place of his birth; whether his dependence resulted from idiocy, lunacy, intemperance, or other causes, stating the cause; and is required, at the same time each year, to file with the county clerk of his county a copy of the same, together with a statement showing the average number of persons kept in the poorhouse each month during the year. [Illinois Revised Statutes 1874, p. 758]

In 1917, counties were authorized to establish joint poorhouses and poor farms with other counties; and in 1919, a law provided that all poorhouses and poor farms maintained by counties be called county homes. [Laws of Illinois 1917, p. 638; Laws of Illinois 1919, p. 698] The county home law was renewed in 1935 and 1945. [Laws of Illinois 1935, p. 1055; Laws of Illinois 1945, p. 1139]

In 1949, the Public Assistance Code was passed, making relief of the indigent a function of the new county departments of welfare. County homes were reauthorized only for care of infirm or chronically ill persons; counties were specifically forbidden from placing destitute but physically healthy persons in the county homes. [Laws of Illinois 1949, p. 404] In 1967, the Public Aid code repealed the county home laws and deauthorized the county homes remaining in Illinois. [Laws of Illinois 1967, p. 118]

Content

Register (1853–1863, Volume 1) shows the name of the inmate; the date that the inmate was received; and the cause of pauperism. The register may also show the nativity of the inmate; the date of discharge and the reason for discharge.

Register (1850–1868, Volume 2) shows the name, sex, color, birthplace, occupation before admission, age, marital status and former residence of the inmate; health status; habits (e.g. abstinent, temperate or drunkard); a list of property brought to the almshouse; the name of the person authorizing admission to the almshouse; the dates of admission and discharge; the date of death (when the inmate died while staying at the almshouse); and remarks. The register may indicate whether the inmate could read or write.

The remarks category provides valuable information about the physical, mental and emotional condition of the inmate; the reasons for admission to the almshouse; the place where the inmate went after discharge from the almshouse; and the relationship of the inmate to others residing at the almshouse or elsewhere.

Record (1912–1932, Volume 3) shows the name, age, color, marital status, nativity and place of birth of the inmate, the inmate's current and previous addresses; length of time the inmate had lived in the county; the precinct of residence; whether the inmate was a pensioner; date of admittance; occupation, wages, property and relatives with means of support; habits (i.e., beer, whiskey, tobacco, drugs); religious

affiliation; educational level; cause of dependency; family history of tuberculosis; family medical history including for each relationship, the name of the relative or relationship to inmate (e.g., mother, father, sister, brother), age, occupation, wages earned, habits, religious affiliation, education, property owned and address; personal disease history (e.g., measles, typhoid fever, cancer, pneumonia); medical examination including the height and weight of the inmate, color of eyes and hair, complexion, and chest measurements; results of medical examination of heart rate, arteries, eyes and ears, urinary, joints, glands, mental, nervous disease, thorax, inspiration, percussion, auscultation, rales, tuberculosis symptoms, and expectoration; and diagnosis. The record occasionally includes a photograph of the inmate.

Examination record also includes a physician call register showing the date of the physician's call, the name of the county physician; the number of prescriptions given to males and females and the total number of prescriptions given.

Copies

Copies of the files found in this index may be obtained by mail or telephone. Inquiries should be made directly to the Illinois Regional Archives Depository (IRAD) at University of Illinois at Springfield. IRAD cannot accept requests by email at this time. Please contact:

Illinois Regional Archives Depository

LIB 144

University of Illinois at Springfield

One University Plaza, MS BRK 140

Springfield IL 62703-5407

217-206-6520

Quick Links

- [University of Illinois at Springfield Depository Information and University Map](#)
- [IRAD Research Policy](#)



WILLIAM J. SCOTT
ATTORNEY GENERAL
STATE OF ILLINOIS
500 SOUTH SECOND STREET
SPRINGFIELD
62706

November 5, 1975

FILE NO. S-995

COUNTIES:

Duty of State's Attorney When County
Board Leases Public Property for a
Private Purpose

Honorable Roger W. Thompson
State's Attorney of Logan County
Room 31 Courthouse
Lincoln, Illinois 62656

Dear Mr. Thompson:

I have your letter wherein you state in part:


"The County of Logan has for many years owned a tract of farm land of approximately 240 acres. The tract was originally purchased and used as the County 'poor farm' pursuant to provisions of the Counties Act. However, the last resident of the poor farm left the premises in about 1952, and since that date the farm has not been used, to my knowledge, for any public purpose. Instead, the farm has been leased on a standard fifty-fifty crop share basis to a tenant in the same manner as other crop share leases used in this County.

* * *

Honorable Roger W. Thompson - 2.

The Attorney General's Office has previously issued Opinions F1236 in 1964, F1478 in 1965, F1926 in 1968, and your most recent opinion NP-843 issued on November 27, 1974, consistently holding that leases of a County farm for non-governmental purposes is in contravention of §24 of the Counties Act (Chapter 34, §303, Illinois Revised Statutes). Nevertheless, the Logan County Board, and I am sure other county boards throughout the State of Illinois, continue to hold farming lands and operate farms in violation of statute.

* * *



I am reluctant to bring a lawsuit against the Board either by way of mandamus or suit for declaratory judgment, as the Board holds the purse strings for my budget as State's Attorney, and I do not want to otherwise engender ill-feelings. Nevertheless, I am cognizant of my duties as an elected public official and to the citizens and taxpayers of this County, and believe that I can no longer avoid any legal responsibilities which the law may impose upon me concerning illegal use of public properties. I, therefore, wish to raise the following specific questions:

1. Do I have the duty to force the County Board to dispose of the farm, either by way of an action in mandamus or suit for declaratory judgment?
2. If the answer to the previous question is in the affirmative, may the court, incidental to such suit, decide upon the manner in which the farm is to be sold, i.e., at public or private sale, for cash or on an installment contract, as a whole or in parcels?
3. Would the plaintiff in such suit be the

Honorable Roger W. Thompson - 3.

County of Logan and the defendants the County Board of the County? In other words, who or what is the proper party plaintiff and who or what is the proper party defendant?

4. May the proceeds from the sale of the farm, if the same is ordered sold, be earmarked for a specific purpose, e.g., construction of the proposed Logan County Public Safety Complex?"

Section 24 of "AN ACT to revise the law in relation to counties" (Ill. Rev. Stat. 1973, ch. 34, par. 303 as amended by P.A. 79-955) gives counties the power to lease their property. The power to lease public property granted by section 24 does not authorize counties to lease their property for private purposes. (1964 Ill. Att'y. Gen. Op. 214; 1965 Ill. Att'y. Gen. Op. 176.) Section 1(a) of article VIII of the Illinois Constitution provides that "public funds, property, or credit shall be used only for public purposes". In opinion No. NP-643 I stated that this section reaffirmed the rule that counties are not empowered to lease public property for private purposes. This rule was explained in Yakley v. Johnson, 295 Ill. App. 77 at 80-81 as follows:

"Counties are mere political divisions of the territory of the State, as a convenient

Honorable Roger W. Thompson - 4.

mode of exercising the political, executive and judicial powers of the State. They were created to perform public, and not private, functions. They are wholly public in their character, and are a portion of the State organization. All their powers are conferred, and duties imposed, by the constitution and statutes of the State. They are public, and all the property they hold is for public use. It belongs to the public, and the county is but the agent invested with the title, to be held for the public."

The facts outlined in your letter indicate that Logan County is leasing county farm land for private purposes. Counties, such as Logan County, which are not home rule units can exercise only the powers expressly delegated by the legislature or those that are necessarily implied from expressly granted powers. (Ill. Const., art. VII, sec. 7; Heidenreich v. Ronske, 26 Ill. 2d 360.) There is no statutory authority that authorizes Logan County to lease its property for private purposes. In addition, the leasing of property by Logan County for private purposes violates section 1(a) of article VIII of the Illinois Constitution.

The constitutional mandate is only that public property be used for public purposes, not that property be

Honorable Roger W. Thompson - 5.

disposed of if not so used. Therefore, the answer to your first question is that you, as state's attorney, have no duty to compel the county board to dispose of the farm. Though the foregoing responds to the precise question you have posed, there is implied in your first question the query whether you have the authority and the duty to commence any action against the county board.

The county board, the county officers and the people are statutory clients of a state's attorney. (Ill. Rev. Stat. 1973, ch. 14, par. 5.) In People ex rel. Courtney v. Ashton, 358 Ill. 146, it was contended that a state's attorney was not authorized to institute or prosecute actions against the county or county officers since the county and its officers were clients of the state's attorney. The court rejected this contention and held that when the interests of the people and the county board or county officers conflict, the state's attorney has the authority to represent the side which he believes to be right. Therefore, you, as state's attorney,

Honorable Roger W. Thompson - 6.

have the authority to commence civil actions against the Logan County Board and criminal actions against members of the county board.

Section 5 of "AN ACT in regard to attorneys general and state's attorneys" (Ill. Rev. Stat. 1973, ch. 14, par. 5) imposes a duty on state's attorneys to commence civil and criminal actions. That section provides in pertinent part:

"§ 5. The duty of each State's Attorney shall be:

(1) To commence and prosecute all actions, suits, indictments and prosecutions, civil and criminal, in the circuit court for his county, in which the people of the State or county may be concerned.

* * *

A state's attorney is required to investigate the facts that serve as the basis for a legal action. (People v. Pohl, 47 Ill. App. 2d 232; O'Hair v. People, 32 Ill. App. 277.) Once the facts have been investigated, the state's attorney has a duty to exercise his discretion in deciding whether or not to commence an action. (People ex rel. Hanrahan v. One 1965 Oldsmobile, 52 Ill. 2d 37; People v. Rhodes, 38 Ill.

Honorable Roger W. Thompson - 7.

2d 389.) As state's attorney of Logan County, you have a duty to investigate the facts surrounding the leasing of county farm land by the county board. You then have the duty to exercise your discretion in good faith to determine whether a civil or criminal action should be commenced.

Your first question indicates that you are contemplating an action of mandamus or suit for declaratory judgment. No opinion is expressed as to the form of the action which you in your discretion may choose to institute. However, I will note that there appears to be no basis for a writ of mandamus since the county board has no ministerial duty to dispose of the farm in question.

In view of the fact that the county board cannot be ordered to sell the farm, the answer to your second and fourth questions is in the negative.

The issue of proper parties posed in your third question is dependent upon the nature of the civil action which you may decide to institute. Since no opinion has been expressed as to the form of the civil action you might choose

Honorable Roger W. Thompson - 8.

to commence, no opinion can be given regarding the proper parties to any such action. The proper parties in a criminal prosecution would, of course, be the People of the State of Illinois and the defendant or defendants you determine to be criminally liable.

Very truly yours,

A T T O R N E Y G E N E R A L



WILLIAM J. SCOTT
ATTORNEY GENERAL
STATE OF ILLINOIS
SPRINGFIELD

August 18, 1977

FILE NO. S-1288

COUNTIES:

Lease of a County Building
to a Not-for-Profit Corpora-
tion for Public Purposes.

Honorable C. Michael Witters
State's Attorney
Wabash County
P.O. Box 769
Mt. Carmel, Illinois 62863

Dear Mr. Witters:

I have your letter wherein you request my opinion
on the following question:

Does the leasing of a county building for nominal consideration to the Wabash Valley College Foundation, a not-for-profit corporation, for the sole purpose of providing dormitory space to students of Wabash Valley College, constitute a lease of public property for private purposes in contravention to section 1a of article VIII of the Illinois Constitution?

Honorable C. Michael Witters - 2.

Section 1a of article VIII of the Illinois Constitution of 1970 states:

"Public funds, property or credit shall be used only for public purposes."

In addition to this constitutional mandate courts have repeatedly held that the use of public money for private purposes is a violation of due process. People ex rel. Greening v. Bartholf (1944), 388 Ill. 445, 449; Winter v. Barrett (1933), 352 Ill. 441, 468; Chicago Motor Club v. Kinney (1928), 329 Ill. 120, 130.

It is not who receives the money or property, but rather the purpose of the use, which is dispositive of its constitutional validity. Thus, even though private interests may benefit indirectly from a sale, lease, or conveyance of public land, the transaction is nevertheless valid if done for a public purpose. People ex rel. City of Salem v. McMackin (1972), 53 Ill. 2d 347, 355; People ex rel. Adamowski v. Chicago Railroad Terminal Authority (1958), 14 Ill. 2d 230, 236; People ex rel. Gutknetc v. City of Chicago (1953), 414 Ill. 600, 611-612.

Honorable C. Michael Witters - 3..

It is clear from the debates of the Sixth Illinois Constitutional Convention that section 1a of article VIII was not intended to change the previous corresponding constitutional provisions as they had been interpreted and applied by the courts. Therefore, pursuant to that court interpretation, transactions can be made between units of government and non-governmental corporations or entities as long as a public purpose is served thereby. (II Record of Proceedings 869.) Also, the section is not intended to be an independent grant of power. It merely provides a mandatory test for otherwise authorized transactions. II Record of Proceedings, 870, 872.

Opinion No. S-825 (1974 Ill. Att'y. Gen. Op. 297) dealt with a question similar to the one posed here. A county-owned hospital planned to lease ground adjacent to the hospital to private physicians for the construction of their offices. It was my opinion that even though there would be incidental benefit to the physicians, a public purpose was being served by locating the offices near the hospital. In opinion No. NP-844, I advised that a lease of

Honorable C. Michael Witters - 4.

a portion of a county nursing home to a not-for-profit child day care center would be a public purpose.

The ultimate question is whether the use of public funds or property is for a public purpose. The concept of public purpose is an elastic concept capable of exceptions to meet changing conditions. (The People v. Chicago Transit Authority (1945), 392 Ill. 77, 86.) Normally, it is for the General Assembly to decide what is for public good and what are public purposes, and the courts regard such decisions with great respect. The People v. Chicago Transit Authority (1945), 392 Ill. 77, 86.

The public purpose of education is enshrined in article X of the Illinois Constitution:

"A fundamental goal of the People of the State is the educational development of all persons to the limits of their capacities.

The State shall provide for an efficient system of high quality public educational institutions and services. * * *"

The construction of dormitories has been approved for the use of tax revenue in section 1 of the Board of Governors of State Colleges and Universities Revenue Bond Act (Ill. Rev. Stat. 1975, ch. 144, par. 1011) as follows:

Honorable C. Michael Witters - 5.

"The Board of Governors of State Colleges and Universities or its successor is hereby authorized to:

(a) Acquire by purchase or otherwise, construct, equip, complete, remodel, operate, control, and manage student residence halls, dormitories, dining halls, student union buildings, field houses, stadiums, and any other revenue-producing buildings of such type and character as the Board or its successor shall from time to time find a necessity therefor exists and as may be required for the good and benefit of any of the State Colleges or State Universities under its jurisdiction and for that purpose may acquire property of any and every kind and description, whether real, personal or mixed, by gift, purchase or otherwise;

* * *

The powers of a community college district board do not specifically include building or providing dormitory accommodations. But an explicit grant is not a prerequisite for the existence of the power. Section 3-30 of the Public Community College Act (Ill. Rev. Stat. 1975, ch. 122, par. 103-30) negates a restrictive reading of the enumerated powers:

"The board of any community college district has the powers enumerated in Sections 3-31 through 3-43. This enumeration of powers is not exclusive but the board may exercise all

Honorable C. Michael Witters - 6.

other powers, not inconsistent with this Act, that may be requisite or proper for the maintenance, operation and development of any college or colleges under the jurisdiction of the board."

Providing dormitory accommodations is one way to aid students in taking advantage of community college educational programs. The presence of such accommodations may in some cases make attendance at a community college possible for some who would otherwise not be able to attend due to lack of adequate transportation. It is clear that the existence of residential facilities would serve a valid public purpose and would be in the interest of the county as well. This public purpose is served whether done directly by the community college board or indirectly through a not-for-profit foundation.

From the foregoing it is my opinion that a lease by the county of the building in question to the Wabash Valley College Foundation for the purpose of providing dormitory facilities for students at Wabash Valley Junior College would be a lease of public property for a public purpose and therefore not in contravention of section 1a of article VIII of the Illinois State Constitution.

Honorable C. Michael Witters - 7.

Although the county has no explicit authority to provide aid directly to community college districts or indirectly through a college foundation, section 2 of The County Home Act (Ill. Rev. Stat. 1975, ch. 34, par. 5362) provides that:

" * * *
9. Upon the vote of a two-thirds majority of all the members of the [county] board, to sell, dispose of or lease for any term, any part of the home properties in such manner and upon such terms as it deems best for the interest of the county, and to make and execute all necessary conveyances thereof in the same manner as other conveyances of real estate may be made by a county.
* * * "

I also refer you to previous opinion Nos. S-691 and S-797 (1974 Ill. Att'y. Gen. Ops. 64 and 227) which discuss the terms and consideration required for the leasing of county property. Leasing must be for an adequate consideration.

Very truly yours,

A T T O R N E Y G E N E R A L

Zoning Board

2-4-01

Attendees:

* Bob Simpson
* Denny Donjevic

Gary Patterson
* Terry Metzger
Nicole Kronke

Denny Donjevic made motion ~~recommending~~ recommending hiring Gary Townsend as Zoning Administrator on an interim basis not to exceed (6) months at a salary of \$750⁰⁰ per month and not to exceed 50 hours a month.
Metzger 2nd motion.

Passed 3-0

Terry Metzger made motion to adjourn
Donjevic 2nd - Passed

* Denotes committee member

[REDACTED]

Road & Bridge Committee Meeting Minutes

- **Date and Time of Meeting: February 5, 2021 at 9am**
- **Location of Meeting: County Highway Department,
1590 State Highway 16
Shelbyville, Illinois 62565**
- **Roll Call: Bryon Coffman, Jesse Durbin, Larry Lenz, Bob Simpson**
 - Also in attendance: Alan Spesard
- **Bids for County Cold Mix production were publicly opened and read**
- **Bids for County Maintenance Materials were publicly opened and read**
- **Bids for Township Rock Hauling were publicly opened and read**
- **Bids for Township Maintenance Materials were publicly opened and read**

- **Adjournment: Next meeting scheduled for February 8th**

Road & Bridge Committee Meeting Minutes

- **Date and Time of Meeting:** February 8, 2021; 9am
- **Location of Meeting:** Shelby County Highway Department
1590 State Highway 16
Shelbyville, Illinois 62565
- **Roll Call:** Jesse Durbin, Larry Lenz, Robert Simpson
 - Also in attendance: Alan Spesard
- **Approval of Last Month's Minutes**
 - Committee recommended approval
- **Financial Review**
- **Review monthly Payroll**
 - Committee recommended approval
- **Review Claims**
 - Committee recommended approval
- **New Business:**
 - Petition to replace rusted culvert by Cold Spring Highway Commissioner
 - Committee recommended approval
 - Resolution to Award Cold Mix bid
 - Committee recommended approval
 - Resolution to Award Seal Coat Oil bids
 - Committee recommended approval
 - Resolution for Flat Branch Bridge replacement funding
 - Committee recommended approval
 - Agreement with IDOT on Flat Branch Bridge replacement funding
 - Committee agreed to table this agreement until IDOT comments are received
 - Agreement with Hampton, Lenzini and Renwick Inc. to provide construction engineering support for the Cowden-Herrick Road upgrade project
 - Committee recommended approval
 - Agreement with Civil Design, Inc. to provide GIS culvert assessment for Townships
 - Committee agreed to table this agreement until next month
 - Updated project list and bridge status; added location of projects – attached
 - Todd's Point railroad crossing approach project approved by ICC
 - Tree removal at Flat Branch and Rose Bridge Replacement projects needs to be completed prior to May 1st due to Long Eared Bat
 - FOIAs received for documentation related to contracting engineering firms in accordance with Professional Services Act. Met with States Attorney
 - Rock and Rock hauling for a few Townships was bid on February 5, 2021
 - Meeting with the CDI engineering, Jeff Slifer, Chris Tabbert on replacing small bridge near Herborn.
 - Questions from County Auditor (West and Company) were received and responded to
 - IDOT wants list of projects to be built with Rebuild Illinois Funds by February 16th
 - Bridge Inspections to begin in March and April for west half of County – 88 bridges
 - Salt Storage Shed construction is underway
 - Salt Spreader attached to Foreman's truck broke down and a new spreader was purchased to avoid snow removal negative impacts
 - Galvin lawsuit design information requested from Milano and Grunloh Engineering
- **Old Business:**
 - Review snow plow policy; Contacted Christian, Cumberland and Fayette County for their policy – they do not have a written policy but they do same as us.
 - Multiple requests for bridge replacements of bridges that had been put on hold:
 - K. Barr request to replace closed bridge in Herrick Township: Tony Smith signed petition 087-3062;
 - Chris Tabbert signed petition to replace closed bridge in Prairie Township 087-3209
 - Don Simpson signed petition to replace closed bridge in Cold Spring Township 087-3231
 - Sigel Highway Commissioner requesting replacement of bridge on township line with Prairie 087-3225 posted 10 ton

Road & Bridge Committee Meeting Minutes

- Richland Highway Commissioner requesting replacement of closed bridge on township line with Prairie 087-3186
- Bryon Coffman will ask States Attorney about allowing road trip being part of this committee.
 - States Attorney said we cannot meet and do the road trip due to FOIA
- **Adjournment:** Next meetings March 8, 2021 at 9:00 am

ENGINEERING PROJECT LIST

February 1, 2021

1. Construction Oversight Projects:
 - a. Windsor Bridge: Open to Traffic; IDOT audit complete; Located 1750N/2900E
 - b. Ash Grove/Big Spring Township Bridge: Open to Traffic; IDOT audit complete; Located 900N/3350E
 - c. Prairie Bridge: Open to Traffic, IDOT audit complete; Located 500N/2450E
 - d. Clarksburg Railroad Crossing Approach: Open to Traffic, Final invoice to IDOT; Located 600N/2150E
 - e. Westervelt Railroad Crossing Approach: Open to Traffic, complete in Spring 2021; Located 1775N/1475E
2. Design Projects in progress:
 - a. Cowden-Herrick Road: Design in-house; IDOT approved Plans; Scheduled for March 5, 2021 Bid; Located from 1200E/0N to 1500E/175N
 - b. Country Club Road: Design in-house; Project Report approved; Acquire ROW and bid in November 2021 or January 2022; Located from 1400N/1850E to 1550N/1900E
 - c. Findlay-Bethany Road: Design in-house; Programmed for FY 2025 construction; Located 2100N/2100E to 2500N/2100E
 - d. Todds Point Railroad Crossing Approach Design in-House; Received approved ICC order for construction; Bid in June 2021; Located 2200N/2225E
 - e. Westervelt County Highway Bridge 087-3016: Consulting Engineering Firm; Acquire ROW and bid in September 2021; Located 1725N/1525E
 - f. Rural Township Bridge 087-3304: Consulting Engineering Firm; Programmed for FY 2024 construction Located 1675N/1100E
 - g. Flat Branch Township Bridge 087-3101: Consulting Engineering Firm; Bid in April 2021; Located 2525N/1100E
 - h. Rose Township Bridge 087-3135: Consulting Engineering Firm; Bid in June 2021; Located 1175N/1600E
 - i. Shelbyville Township Bridge 087-3337: Consulting Engineering Firm; Programmed for FY 2023 construction; Located 1000N/2050E
 - j. Ridge Township Bridge 087-3120: Consulting Engineering Firm; Programmed for FY 2023 construction; Located 1725N/1275E
 - k. Ash Grove/Big Spring Township Bridge 087-3038: Consulting Engineering Firm; Programmed for FY 2024 construction; Located 900N/3275E
 - l. Oconee Township Bridge 087-3236: Consulting Engineering Firm; Programmed for FY 2025 construction; Located 375N/325E
 - m. Clarksburg Bridge – 087-3198; Approved by Co. Board in November 2020; Located 675N/2350E
 - n. Moweaqua Road Bridge – 087-3000 Rebuild Illinois Funds; Approved by Co. Board in November 2020; Located 2800N/925E
 - o. Okaw RRxing approach 1975E: Design in-house; Located 1900N/1975E
3. Miscellaneous Engineering Projects:
 - a. Bridge Inspections: In-House inspections; Required by Federal Law
 - b. Cross-Sections for over 300 Bridges: New IDOT requirement
 - c. Right-Of-Way Plats and appraisals: Required to acquire easements for bridge and road projects

ENGINEERING PROJECT LIST

February 1, 2021

- d. Drainage Structure Highway Commissioner 50/50 Petitions: Construction by in-house Day Labor
 - e. Inspection/GIS of township culverts: Consulting Engineering Firm
 - f. Grant Application submitted in June for Federal Land Access Program
 - g. Administer Township MFT and Rebuild Illinois programs – approve budgets; bid maintenance materials; provide advice to Highway Commissioners,
4. Pending Projects:
- a. Prairie 2725E – Rebuild Illinois; IDOT approved resolution and engineering agreement; Located 600N/2725E
 - b. Richland Township Bridge 087-3186: requested by Richland Highway Commissioner; Located 900N/2610E
 - c. Prairie/Sigel Bridge 087-3225 requested by Sigel Highway Commissioner; Located 75N/3000E
 - d. Prairie Bridge – 087-3209 Requested by Prairie Highway Commissioner; 150N/2600E
 - e. Herrick Bridge – 087-3062 Requested by Herrick Highway Commissioner; Located 225N/650E
 - f. Cold Spring Bridge – 087-3231 Requested by Cold Spring Highway Commissioner; Located 325N/700E

John Pogue 217-306-5958 Email-- jpstorage51@yahoo.com

February 10, 2021 3:00 AM Courtroom B
TO: Jessica Fox-Shelby County Clerk/Recorder
shcoclerk@shelbycounty-il.com

County Farm committee meeting

Agenda: Discussion of disposition or contract a license operator of County Poor farm

Roll Call: Jesse Durbin-Chairman, John Pogue, Mark Bennett present. States Attorney Kroncke attended..

Old Business Determine if the County should lease the County Poor farm or dispose of the farm.

Lengthy discussion to determine if (1.) it is legal to lease the farm, or (2.) Do we license an operator under the custom operation process? The County would have to come up with over \$80,000 before farming season and fund the farm manager, if hired, and bid out the operation. Questions were brought up regarding hiring a farm manager who has County monies and records and may not be FOIA accessible. Also what guarantees do the County have from the Farm Manager and can the County legally contract with this manager without a bid process . The County would also have to require the operator pay any real estate tax that may become due during the year of 2021 if the tax exempt issue is not approved. or (3.) Sell the farm at auction within 60 days. This timeline would agree with a farmers timeline for preparing and planting the crops for 2021. The committee members would also like to see the County reinvest any proceeds from the farm sale that could be directly connected to an agricultural improvement program or scholarship program or similar program that would benefit a particular area of the county that the County residents feel supportive of.

Several documents were provided by Mark Bennett and States Attorney Kroncke regarding Illinois Attorney General Opinions stating the illegality of leasing any Illinois County farm similar to our status. Discussion was made regarding why the airport could lease their farm ground and data was revealed showing why they could Farm lease their surplus farmland if their land was contiguous.

States Attorney Kroncke demonstrated that she had a license agreement that was shared from Kendall County who had hired a tenant to take care of 16 acres and secured a tax exemption. Without knowing about the taxation, the County still has to deal with the real estate taxes due from the past 2 years. As a group we still are not sure about the legal issue of the payment of the overdue taxes. The additional reason was their ability to get it approved to be tax exempt through the Illinois Dept. of Revenue. Pogue and Bennett commented that they would be leery of using this document to replace a farm lease only to be appealed in the future and the time it might take to get this agreement approved by the board, DOR, and a tax exempt ruling. If not completed by April 1st the ability to then dispose of the County Farm within the next 60 days to a farmer who might not be able to plant a crop this year could deter from the acceptable price due to the delay.

Bennett, Durbin and Pogue also voiced the reluctance of a farmer that would accept the fact that, with a license contract, the farmer would have to accept a possible increase in rent by taxation of the farm during the farming season.

A vote was taken from the committee to advance the recommendation to the County Board to sell the farm. Mark Bennett voted yes and John Pogue voted yes to advance their recommendation to Dispose the County Poor Farm. Jesse Durbin voted present.

Public comments were made.

4:32pm Motion to adjourn by Mark Bennett, 2nd Jesse Durbin Chairman

John Pogue

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION
TREASURER'S REPORT **January 31, 2021**

| | | |
|--|-----------------|------------------|
| Beginning Balance | January 1, 2021 | |
| Deposits | | |
| Arrow Energy--Credit Card Fuel Sales | \$ | 2,336.82 |
| Fuel Sales--Cash & Check | \$ | 2,779.86 |
| Rent | \$ | 3,010.00 |
| Transfer to Shelby County State Bank | \$ | 3,500.00 |
| Susan Mendoza--Final Reimbursement/Cares Act | \$ | 9,000.00 |
| Bank Interest | \$ | 4.83 |
| | <u>\$</u> | <u>20,631.51</u> |
| | | 77,663.07 |

| | | |
|---|-----------|------------------|
| Bills Received and Paid | | |
| Shelby County Aviation--FBO January, 2021 | \$ | 3,500.00 |
| Shelby Electric Cooperative | \$ | 896.98 |
| Steve Wempen--Bookkeeping January, 2021 | \$ | 200.00 |
| Ameren Illinois | \$ | 354.10 |
| Illinois Department of Revenue--Sales Tax Payment | \$ | 211.00 |
| Arrow Energy--2044 Gallon 100LL Avgas @ \$3.46614 | \$ | 7,084.80 |
| John Deere Financial--New Tractor Payment 9 of 84 | \$ | 751.36 |
| City Area Water Sewer Department | \$ | 22.96 |
| Consolidated Communications | \$ | 275.21 |
| US Postal Service--Annual Box Fee | \$ | 92.00 |
| Shelbyville Ace Hardware--Bulbs | \$ | 55.98 |
| US Postal Service--200 Stamps | \$ | 110.00 |
| Milano & Gunloh Engineers, LLC | \$ | 1,000.00 |
| Steve Wempen--4 HP564XL Ink Cartridges/Ebay | \$ | 24.49 |
| | <u>\$</u> | <u>14,578.88</u> |
| | | 63,084.19 |

| | | |
|--------------------------------|-----------|------------------|
| Shelby County State Bank | | |
| First Federal Savings and Loan | | |
| Farm Agency Account | | |
| Gas Receivable | | |
| Rent Receivable | | |
| Cash On Hand | | |
| Certificates of Deposit | | |
| | <u>\$</u> | <u>63,084.19</u> |
| | | 66.74 |
| | | 61,084.04 |
| | | 327.09 |
| | | 240.00 |
| | | 546.37 |
| | | <u>21,509.00</u> |
| | | 146,857.43 |

F I L E D

FEB 11 2021

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Prepared by Steve Wempen--Sec/Treas

Janice Dey
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

| CHECK NO. | DATE | DESCRIPTION OF TRANSACTION | BUDGET ACCT NO. | DEBITS | CREDITS | BALANCE |
|-----------|-----------|---|-----------------|-------------|-------------|--------------|
| | 31-Dec-20 | Balance Shelby County State Bank | | | | \$ 57,031.56 |
| 5861 | 1-Jan-21 | Shelby County Aviation--FBO January, 2021 | 022-5210-12-023 | \$ 3,500.00 | | \$ 53,531.56 |
| 5862 | 1-Jan-21 | John Deere Financial--9th Payment of 84 | 022-5455-12-023 | \$ 751.36 | | \$ 52,780.20 |
| | 5-Jan-21 | Illinois Department of Revenue--Sales Tax Payment | | \$ 211.00 | | \$ 52,569.20 |
| | 8-Jan-21 | Arrow Energy--Deposit | | | \$ 296.92 | \$ 52,866.12 |
| 5863 | 9-Jan-21 | Shelby Electric Cooperative | 022-7800-12-023 | \$ 896.98 | | \$ 51,969.14 |
| 5864 | 9-Jan-21 | US Postal Service--Annual Box Fee | 022-7444-12-023 | \$ 92.00 | | \$ 51,877.14 |
| 5865 | 9-Jan-21 | Steve Wempen--4 HP564XL Ink Cartridges/Ebay | 022-7000-12-023 | \$ 24.49 | | \$ 51,852.65 |
| 5866 | 9-Jan-21 | City Area Water-Sewer Department | 022-7800-12-023 | \$ 22.96 | | \$ 51,829.69 |
| 5867 | 9-Jan-21 | Shelbyville Ace Hardware--Bulbs | 022-7440-12-023 | \$ 55.98 | | \$ 51,773.71 |
| 5868 | 9-Jan-21 | US Postal Service--200 Stamps | 022-7000-12-023 | \$ 110.00 | | \$ 51,663.71 |
| | 12-Jan-21 | Rent--G Wasson \$115, B Northern \$345, W Jesse \$115 J Livesay \$125, S Wempen \$115, D Gherardini \$230 M Coady \$115, J Green \$115, R Brown \$690 | | | | |
| | | Fuel--\$2558.71 Rent--\$1965.00 | | | | |
| 5869 | 15-Jan-21 | Milano & Gunloh Engineers, LLC--SWPPP | 022-9900-12-023 | \$ 1,000.00 | \$ 4,523.71 | \$ 56,187.42 |
| | 15-Jan-21 | Arrow Energy--Deposit | | | 447.84 | \$ 55,635.26 |
| 5870 | 16-Jan-21 | Arrow Energy--2044 Gallon 100LL @ \$3.46614 per gal | 022-8010-12-023 | \$ 7,084.80 | | \$ 48,550.46 |
| 5871 | 16-Jan-21 | Ameren IP--SCA 37528 \$234.74, Airport 06211 \$119.36 | 022-7800-12-023 | \$ 354.10 | | \$ 48,196.36 |
| | 21-Jan-21 | Rent--D Kroenlein \$115, K Best \$125, G Wasson \$115 | | | | |
| | | Fuel \$221.15 Rent \$355.00 | | | \$ 576.15 | \$ 48,772.51 |
| 5872 | 22-Jan-21 | Consolidated Communications | 022-7800-12-023 | \$ 275.21 | | \$ 48,497.30 |
| 5873 | 22-Jan-21 | Steve Wempen--Bookkeeping January, 2021 | 022-5220-12-023 | \$ 200.00 | | \$ 48,297.30 |
| | 22-Jan-21 | Arrow Energy--Deposit | | | \$ 1,251.69 | \$ 49,548.99 |
| | 28-Jan-21 | Rent--B Northern \$460, J Crane \$115, J Green \$115 | | | | |
| | | Transfer to SCSB \$3500.00 Rent \$690.00 | | | \$ 4,190.00 | \$ 53,738.99 |
| | 28-Jan-21 | Susan Mendoza--Final Reimbursement/Cares Act | | | \$ 9,000.00 | \$ 62,738.99 |
| | 29-Jan-21 | Arrow Energy--Deposit | | | \$ 340.37 | \$ 63,079.36 |
| | 31-Jan-21 | Bank Interest | | | \$ 4.83 | \$ 63,084.19 |
| | | Board Meeting February 8, 2021 | | | | |

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

| CHECK NO. | DATE | DESCRIPTION OF TRANSACTION | DEBITS | CREDITS | BALANCE |
|-----------|-----------|---|-----------|-----------|-----------|
| | 1-Sep-20 | Beginning Balance - First Federal 2020-2021 | | | 2,092.26 |
| | 3-Sep-20 | Shelby County Treasurer | | 4,865.07 | 6,957.33 |
| | 30-Sep-20 | Interest Paid | | 1.36 | 6,958.69 |
| | 2-Oct-20 | Shelby County Treasurer | | 15,325.09 | 22,283.78 |
| 1009 | 8-Oct-20 | Transfer to SCSB | 22,000.00 | | 283.78 |
| | 27-Oct-20 | Replacement Tax--7th Allocation | | 662.08 | 945.86 |
| | 31-Oct-20 | Interest Paid | | 1.14 | 947.00 |
| | 20-Nov-20 | Shelby County Treasurer | | 1,633.23 | 2,580.23 |
| | 30-Nov-20 | Interest Paid | | 0.19 | 2,580.42 |
| | 29-Dec-20 | Replacement Tax--8th Allocation | | 171.36 | 2,751.78 |
| | 31-Dec-20 | Interest Paid | | - | 2,751.78 |
| | 13-Jan-21 | Replacement Tax--1st Allocation | | 814.96 | 3,566.74 |
| 1010 | 28-Jan-21 | Transfer to SCSB | 3,500.00 | | 66.74 |
| | 31-Jan-21 | Interest Paid | | - | 66.74 |
| | | | | | |
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SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
BUDGET ACCOUNT SUMMARY **January 31, 2021**

| CHECK NO. | DATE | 5210-01 | 5220-12 | 5455-12 | 6120-12 | 7000-12 | 7440-12 | 7441-12 | 7442-12 | 7443-12 | 7444-12 | 7800-12 | 8010-12 | 9900-12 |
|-----------|-----------|--------------|-----------|-------------|--------------|-----------|-----------|-------------|-------------|-----------|---------|-------------|--------------|---------|
| | YTD | \$ 14,000.00 | \$ 800.00 | \$ 3,005.44 | \$ 11,362.00 | \$ 153.10 | \$ 902.17 | \$ 2,584.09 | \$ 1,398.26 | \$ 337.00 | \$ - | \$ 4,754.75 | \$ 18,508.12 | |
| 5861 | 1-Jan-21 | \$ 3,500.00 | | | | | | | | | | | | |
| 5862 | 1-Jan-21 | | | | | | | | | | | | | |
| 5863 | 9-Jan-21 | | | 751.36 | | | | | | | | | | |
| 5864 | 9-Jan-21 | | | | | | | | | | | | | |
| 5865 | 9-Jan-21 | | | | | | | | | | | | | |
| 5866 | 9-Jan-21 | | | | | | | | | | | | | |
| 5867 | 9-Jan-21 | | | | | | | | | | | | | |
| 5868 | 9-Jan-21 | | | | | | | | | | | | | |
| 5869 | 15-Jan-21 | | | | | | | | | | | | | |
| 5870 | 15-Jan-21 | | | | | | | | | | | | | |
| 5871 | 16-Jan-21 | | | | | | | | | | | | | |
| 5872 | 16-Jan-21 | | | | | | | | | | | | | |
| 5873 | 22-Jan-21 | | | | | | | | | | | | | |
| | | | \$ 200.00 | | | | | | | | | | | |

| | | | | | | | | | | | | | | |
|-----------|--------------|-------------|-------------|--------------|-----------|-----------|-------------|-------------|-----------|----------|-------------|--------------|-------------|-------------|
| 31-Jan-21 | \$ 3,500.00 | \$ 200.00 | \$ 751.36 | \$ - | \$ 134.49 | \$ 55.98 | \$ - | \$ - | \$ - | \$ - | \$ 92.00 | \$ 1,549.25 | \$ 7,084.80 | \$ 1,000.00 |
| YTD | \$ 17,500.00 | \$ 1,000.00 | \$ 3,756.80 | \$ 11,362.00 | \$ 287.59 | \$ 958.15 | \$ 2,584.09 | \$ 1,398.26 | \$ 337.00 | \$ 92.00 | \$ 6,304.00 | \$ 25,592.92 | \$ 1,000.00 | |

| | | | | | | | | | | | | | | |
|------------------------|--------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Monthly Expenses | \$ 14,367.88 | | | | | | | | | | | | | |
| IL Dept. of Revenue | \$ 211.00 | | | | | | | | | | | | | |
| | \$ - | | | | | | | | | | | | | |
| Total Monthly Expenses | \$ 14,578.88 | | | | | | | | | | | | | |
| | \$ - | | | | | | | | | | | | | |
| Total Budget | \$ 14,578.88 | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | |
|--------------------|--------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Total | \$ 72,488.81 | | | | | | | | | | | | | |
| Sales Tax Payments | \$ 2,361.00 | | | | | | | | | | | | | |
| | \$ - | | | | | | | | | | | | | |
| Total Budget | \$ 74,849.81 | | | | | | | | | | | | | |

Shelby County Airport and Landing Field Commission

Fuel Sales January, 2021

| DATE | QUANTITY | CUSTOMER INVOICE | PRICE | CREDIT CD | CHARGE | CASH |
|--------------|----------------|-------------------------------------|--------------|--------------------|------------------|--------------------|
| 6-Jan-21 | | Scott Jefson Jet Fuel 2641 | | | | |
| 8-Jan-21 | | Credit Card Customer--Jet Fuel 2642 | | | | |
| 8-Jan-21 | 75.10 | Aerinova 2643 | \$ 3.89 | | | \$ 292.14 |
| 8-Jan-21 | 75.11 | Aerinova 2644 | \$ 3.89 | | | \$ 292.18 |
| 8-Jan-21 | 75.10 | Aerinova 2645 | \$ 3.89 | | | \$ 292.14 |
| 8-Jan-21 | 5.07 | Credit Card Customer 2646 | \$ 3.89 | \$ 19.72 | | |
| 8-Jan-21 | 75.10 | Aerinova 2647 | \$ 3.89 | | | \$ 292.14 |
| 8-Jan-21 | 75.11 | Aerinova 2648 | \$ 3.89 | | | \$ 292.18 |
| 8-Jan-21 | 75.10 | Aerinova 2649 | \$ 3.89 | | | \$ 292.14 |
| 8-Jan-21 | 75.11 | Aerinova 2650 | \$ 3.89 | | | \$ 292.18 |
| 8-Jan-21 | 75.11 | Aerinova 2651 | \$ 3.89 | | | \$ 292.18 |
| 8-Jan-21 | 17.37 | Aerinova 2652 | \$ 3.89 | | | \$ 67.57 |
| 9-Jan-21 | 9.10 | Credit Card Customer 2653 | \$ 3.89 | \$ 35.40 | | |
| 10-Jan-21 | 52.25 | Credit Card Customer 2654 | \$ 3.89 | \$ 203.25 | | |
| 12-Jan-21 | 47.06 | Credit Card Customer 2655 | \$ 3.89 | \$ 183.06 | | |
| 13-Jan-21 | 10.09 | Credit Card Customer 2656 | \$ 3.89 | \$ 39.25 | | |
| 13-Jan-21 | 9.12 | Credit Card Customer 2657 | \$ 3.89 | \$ 35.48 | | |
| 14-Jan-21 | 54.66 | Credit Card Customer 2658 | \$ 3.89 | \$ 212.63 | | |
| 14-Jan-21 | 35.59 | Credit Card Customer 2659 | \$ 3.89 | \$ 138.45 | | |
| 14-Jan-21 | 5.12 | Credit Card Customer 2660 | \$ 3.89 | \$ 19.92 | | |
| 15-Jan-21 | 5.12 | Credit Card Customer 2661 | \$ 3.89 | \$ 19.92 | | |
| 17-Jan-21 | 10.52 | Credit Card Customer 2662 | \$ 3.89 | \$ 40.92 | | |
| 18-Jan-21 | 56.74 | Credit Card Customer 2663 | \$ 3.89 | \$ 220.72 | | |
| 18-Jan-21 | 22.84 | Scott Jefson 2664 | \$ 3.84 | | \$ 87.71 | |
| 19-Jan-21 | 5.12 | Credit Card Customer 2665 | \$ 3.89 | \$ 19.92 | | |
| 19-Jan-21 | 8.13 | Credit Card Customer 2666 | \$ 3.89 | \$ 31.63 | | |
| 19-Jan-21 | 15.00 | Credit Card Customer 2667 | \$ 3.89 | \$ 58.35 | | |
| 19-Jan-21 | 60.12 | Credit Card Customer 2668 | \$ 3.89 | \$ 233.87 | | |
| 19-Jan-21 | 53.55 | Credit Card Customer 2669 | \$ 3.89 | \$ 208.31 | | |
| 20-Jan-21 | 5.01 | Credit Card Customer 2670 | \$ 3.89 | \$ 19.49 | | |
| 20-Jan-21 | 59.09 | Credit Card Customer 2671 | \$ 3.89 | \$ 229.86 | | |
| 21-Jan-21 | 5.13 | Credit Card Customer 2672 | \$ 3.89 | \$ 19.96 | | |
| 23-Jan-21 | | Scott Jefson Jet Fuel 2673 | | | | |
| 24-Jan-21 | 20.19 | Credit Card Customer 2674 | \$ 3.89 | \$ 78.54 | | |
| 28-Jan-21 | 10.03 | Scott Jefson 2675 | \$ 3.84 | | \$ 38.52 | |
| 28-Jan-21 | 51.95 | Credit Card Customer 2676 | \$ 3.89 | \$ 202.09 | | |
| 29-Jan-21 | 60.12 | Credit Card Customer 2677 | \$ 3.89 | \$ 233.87 | | |
| 29-Jan-21 | 10.13 | Credit Card Customer 2778 | \$ 3.89 | \$ 39.41 | | |
| 30-Jan-21 | 29.99 | Credit Card Customer 2679 | \$ 3.89 | \$ 116.66 | | |
| TOTAL | 1335.05 | | | \$ 2,660.68 | \$ 126.23 | \$ 2,404.85 |
| | | | TOTAL | | | \$ 5,191.76 |

SHELBY COUNTY AIRPORT

100LL COST OF SALES REPORT 2020-2021

| MONTH | GALLONS SOLD | AVE. PRICE PER GAL. | SALES AMOUNT | | | TOTAL SALES | COST PER GAL | WITH TAX | ARROW FEE | TOTAL COST | | NET PROFIT OR LOSS |
|--------------|----------------|---------------------|---------------------|--------------------|--------------------|---------------------|--------------|----------|-----------|-------------|-----------|--------------------|
| | | | CREDIT CD | CHARGE | CASH | | | | | CREDIT CD | COST | |
| September | 1401.38 | \$ 3.88 | \$ 4,067.35 | \$ 1,332.82 | \$ 33.92 | \$ 5,434.09 | \$ 3.22 | \$ 3.42 | \$ 119.48 | \$ 4,913.95 | \$ 520.14 | |
| October | 1223.63 | \$ 3.88 | \$ 3,482.53 | \$ 1,196.73 | \$ 65.16 | \$ 4,744.42 | \$ 3.25 | \$ 3.45 | \$ 106.62 | \$ 4,331.96 | \$ 412.46 | |
| November | 951.38 | \$ 3.88 | \$ 2,705.23 | \$ 922.63 | \$ 61.04 | \$ 3,688.90 | \$ 2.99 | \$ 3.18 | \$ 89.52 | \$ 3,111.93 | \$ 576.97 | |
| December | 901.75 | \$ 3.89 | \$ 3,058.80 | \$ 395.10 | \$ 48.77 | \$ 3,502.67 | \$ 2.86 | \$ 3.04 | \$ 96.68 | \$ 2,836.87 | \$ 665.80 | |
| January | 1335.05 | \$ 3.89 | \$ 2,660.68 | \$ 126.23 | \$ 2,404.85 | \$ 5,191.76 | \$ 3.08 | \$ 3.27 | \$ 85.87 | \$ 4,454.83 | \$ 736.93 | |
| February | | | | | | | | | | | | |
| March | | | | | | | | | | | | |
| April | | | | | | | | | | | | |
| May | | | | | | | | | | | | |
| June | | | | | | | | | | | | |
| July | | | | | | | | | | | | |
| August | | | | | | | | | | | | |
| TOTAL | 5813.19 | | \$ 15,974.59 | \$ 3,973.51 | \$ 2,613.74 | \$ 22,561.84 | | | | | | |

JET A COST OF SALES REPORT 2020-2021

\$30 Monthly Fee Included In Arrow Fee Above

| MONTH | GALLONS SOLD | AVE. PRICE PER GAL. | SALES AMOUNT | | | TOTAL SALES | COST PER GAL | WITH TAX | ARROW FEE | TOTAL COST | | NET PROFIT OR LOSS |
|--------------|--------------|---------------------|-----------------|------------------|-------------|------------------|--------------|----------|-----------|------------|----------|--------------------|
| | | | CREDIT CD | CHARGE | CASH | | | | | CREDIT CD | COST | |
| September | 0.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| October | 15.20 | \$ 3.15 | \$ 32.13 | \$ 15.75 | \$ - | \$ 47.88 | \$ 1.25 | \$ 1.33 | \$ 0.64 | \$ 20.83 | \$ 27.05 | |
| November | 0.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| December | 26.97 | \$ 3.15 | \$ 17.32 | \$ 67.36 | \$ - | \$ 84.68 | \$ 1.25 | \$ 1.33 | \$ 0.38 | \$ 36.20 | \$ 48.48 | |
| January | 29.05 | \$ 3.15 | \$ 16.25 | \$ 75.26 | \$ - | \$ 91.51 | \$ 1.25 | \$ 1.33 | \$ 0.33 | \$ 38.91 | \$ 52.60 | |
| February | | | | | | | | | | | | |
| March | | | | | | | | | | | | |
| April | | | | | | | | | | | | |
| May | | | | | | | | | | | | |
| June | | | | | | | | | | | | |
| July | | | | | | | | | | | | |
| August | | | | | | | | | | | | |
| TOTAL | 71.22 | | \$ 65.70 | \$ 158.37 | \$ - | \$ 224.07 | | | | | | |

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
SHELBYVILLE, IL.

BOARD MEETING AGENDA

February 8, 2021

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**
- VIII. New Business**
- IX. Adjournment**

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION
TREASURER'S REPORT **December 31, 2020**

| | | |
|--------------------------------------|------------------|---------------------|
| Beginning Balance | December 1, 2020 | |
| Deposits | | |
| Arrow Energy--Credit Card Fuel Sales | | \$ 3,410.17 |
| Fuel Sales--Cash & Check | | \$ 1,280.62 |
| Rent | | \$ 1,830.00 |
| Shelby County Aviation--Ameren IP | | \$ 53.13 |
| Anonymous Donation | | \$ 2,000.00 |
| Bank Interest | | \$ 4.52 |
| | | <u>\$ 8,578.44</u> |
| | | <u>\$ 64,482.94</u> |

| | | |
|---|-------------|---------------------|
| Bills Received and Paid | | |
| Shelby County Aviation--FBO December, 2020 | \$ 3,500.00 | |
| Shelby Electric Cooperative | \$ 801.77 | |
| Steve Wempfen--Bookkeeping December, 2020 | \$ 200.00 | |
| Ameren Illinois | \$ 200.31 | |
| Illinois Department of Revenue--Sales Tax Payment | \$ 214.00 | |
| Shelby County Aviation--Stump Grinder Rental Reimbursement | \$ 337.00 | |
| John Deere Financial--New Tractor Payment 8 of 84 | \$ 751.36 | |
| City Area Water Sewer Department | \$ 118.41 | |
| Consolidated Communications | \$ 273.96 | |
| Albion Radio Communications, Inc.--1st Qtr. NDB Maintenance | \$ 420.00 | |
| Barker Equipment Repair--Replace Block Heater in Snow Plow | \$ 177.61 | |
| Sloan Implement--Mower Maintenance | \$ 241.71 | |
| Doty Sanitation Service--Jan-Feb-Mar | \$ 44.00 | |
| Tony's Welding--Repair Hangar Door | \$ 150.00 | |
| Steve Wempfen--3 HP564XL Black Ink Cartridges/Ebay | \$ 21.25 | |
| | | <u>\$ 7,451.38</u> |
| | | <u>\$ 57,031.56</u> |

- Shelby County State Bank
- First Federal Savings and Loan
- Farm Agency Account
- Gas Receivable
- Rent Receivable
- Cash On Hand
- Certificates of Deposit

FILED

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| | | |
|--|--|----------------------|
| | | \$ 57,031.56 |
| | | \$ 2,580.42 |
| | | \$ 28,383.31 |
| | | \$ 340.55 |
| | | \$ 115.00 |
| | | \$ 60.00 |
| | | <u>\$ 21,509.00</u> |
| | | <u>\$ 110,019.84</u> |

Janice Davis
 SHELBY COUNTY CLERK

 **SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION** 

MINUTES OF MEETING

December 7, 2020

Members present at meeting:

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

Commissioner Rick Brown calls the meeting to order.

Steve mentions that no one had caught his mistake on the previous months Treasurers Report with the Cash on Hand amount being over one-hundred thousand dollars to high, an apparent double key error that he had over looked it when proof reading and that the current report shows a more accurate total assets figure.

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

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

Bills Presented

| | | |
|--|----|--------|
| Doty Sanitation Service--Jan, Feb, Mar 2021 | \$ | 44.00 |
| Steve Wempen--3 HP564XL Black Ink Cartridges/eBay | \$ | 21.25 |
| Steve Wempen--4 HP564XL 1-Black Ink, 3-Color Cartridges/eBay | \$ | 24.19 |
| Sloan Implement--Mower Maintenance | \$ | 241.71 |
| Shelby County Aviation--Stump Grinder Rental | \$ | 337.00 |

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

Managers Report

Scott said that he and John got all the tree stumps ground up. Scott mentions he has a meeting with Milano and Gunloh Engineers from Effingham to discuss our SWPPP form, (Storm Water Pollution Prevention Program), at 10:00 the next morning if anyone wants to attend.

Scott also mentions getting a call from Phillips and that they are not going Brand us because we do not purchase enough Jet fuel. He asks if anything would change and was told that nothing would change, that we can still purchase fuel from Arrow Energy and that they will still process our credit card sales but we can not advertise Phillips anymore. We would be considered an independent as we were before. Scott mentions that everyone should have a copy of an email from Mike Dudas from Hanson Engineering and that we need to decide what all we want to do with the runway maintenance as far as crack filling, sealing and such. Steve had a few copies that he passed around showing what was to be done in the different colored areas such as crack filling, sealing. Etc. Scott mentions one of the things was to go full bore with the rejuvenating sealer and we might have to use money from our entitlement funds for the new hangars to do it and that could put them off a year. A lengthy discussion on the additional sealer ensued. Walt mentions that he feels we should do the hangars while we can and Steve said he believes that they'll do the maintenance first before the hangars because it would be considered a safety issue and that comes first. Rick said he thought we we're also talking about the large cracks over by the hangars being included. Scott mentions the way it's written up that it didn't make any sense to him but explained what he could. A lengthy discussion ensued on the maintenance project and the cost of. Rick mentions not seeing a time line where we need to make a decision and Scott replies the sooner the better because the maintenance project was to start in March. More discussion on what money is going to be used for both projects and if our money we transferred is available to use. Rick said he would call Mike Dudas on Wednesday and see what happened to a previous discussion on

being able to do both projects. Steve said he would also try and call Rob Waller the next day. Rick asks if there were any minutes to the Tips Meeting to see what was said. Steve said there should because Kevin Lightfoot use to take them when he attended.

End of Managers Report

Old Business

Walt mentions the meeting Scott is going to have with the Milano & Gunloh engineer and how expensive it was going to be to have them help us fill out all the documents and stuff. Jeff said it would cost \$1000 for them to put it all together for us including the NOI, (Notice of Intent). Scott said he had already did that so they shouldn't have to. Scott also said he had filled it out electronically but couldn't sign it so he also signed a hard copy and mailed it to the lawyer. Some discussion ensued on the issue with the EPA.

Rick ask about the jet fuel pump messing up again and if we can do anything. Scott mentions he'd like to load it up, get rid of it and go back to selling just 100LL. Jeff mentions taking federal funds to put it in so that's not likely. Some discussion on the jet fuel issue and what we might be able to do ensued.

Walt mentions having question from the TIPS on the fuel tanks but wasn't sure about it. He wondered if we built some sort of structure and put a roof over the fuel tanks instead of hiring an engineer to do a study or what ever comes next after the \$1000 expense. Scott replied that's why he wanted them to come to the airport to get some clarification about the tanks not being exposed to the rain. A short discussion followed.

Rick mentions talking about the chain link fence and if we had decided what we were going to do about it. Scott said it was still on his agenda to rip out all the woven wire this winter but until he gets that done will he know what chain link fence can come out. Jeff mentions to Scott that there are no regulations and Scott said yes, no regulations. Jeff mentions Coles County Airport having chain link all the way around it and Scott said theirs is a wildlife fence. Scott said Rob Waller looked it up for him once and in 1979 there was a fence project consisting of 12,000 feet of woven wire and 9000 feet of chain link installed, but now they don't recognize a fence like this anymore, that it is all wildlife. Some discussion followed. Jeff asks about the county Poor Farm and what was happening with that. Earl mentions talking to the attorney Friday about that and she's going to look into it. Earl also said he talked to Kirk Allen of the ECW and Kirk said that would be the thing to do because of the statute we were formed under allowing us to make money on it where the county can not. Some discussion followed on the Poor Farm and how to pursue it.

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

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

| CHECK NO. | DATE | DESCRIPTION OF TRANSACTION | BUDGET ACCT NO. | DEBITS | CREDITS | BALANCE |
|-----------|-----------|--|-----------------|----------|----------|--------------|
| | 30-Nov-20 | Balance Shelby County State Bank | | | | \$ 55,904.50 |
| 5847 | 1-Dec-20 | John Deere Financial--Payment 8 of 84 | 022-5455-12-023 | 751.36 | | \$ 55,153.14 |
| | 4-Dec-20 | Arrow Energy--Deposit | | | 890.84 | \$ 56,043.98 |
| 5848 | 6-Dec-20 | Shelby County Aviation--FBO December, 2020 | 022-5210-12-023 | 3,500.00 | | \$ 52,543.98 |
| 5849 | 6-Dec-20 | City Area Water-Sewer Department | 022-7800-12-023 | 118.41 | | \$ 52,425.57 |
| 5850 | 7-Dec-20 | Shelby County Aviation--Stump Grinder Rental Reimbursement | 022-7443-12-023 | 337.00 | | \$ 52,088.57 |
| 5851 | 7-Dec-20 | Shelby Electric Cooperative | 022-7800-12-023 | 801.77 | | \$ 51,286.80 |
| 5852 | 7-Dec-20 | Sloan Implement--Mower Maintenance | 022-7441-12-023 | 241.71 | | \$ 51,045.09 |
| | 8-Dec-20 | Illinois Department of Revenue--Sales Tax Payment | | 214.00 | | \$ 50,831.09 |
| | 11-Dec-20 | Arrow Energy--Deposit | | | 532.20 | \$ 51,363.29 |
| | 18-Dec-20 | Arrow Energy--Deposit | | | 1,006.48 | \$ 52,369.77 |
| 5853 | 22-Dec-20 | Consolidated Communications | 022-7800-12-023 | 273.96 | | \$ 52,095.81 |
| 5854 | 22-Dec-20 | Ameren IP--SCA 37528 \$108.54, Airport 06211 \$91.77 | 022-7800-12-023 | 200.31 | | \$ 51,895.50 |
| 5855 | 22-Dec-20 | Doty Sanitation Service--Jan-Feb-Mar | 022-7440-12-023 | 44.00 | | \$ 51,851.50 |
| 5856 | 22-Dec-20 | Steve Wempen--3 HP564XL Black Ink Cart./Ebay | 022-7000-12-023 | 21.25 | | \$ 51,830.25 |
| 5857 | 22-Dec-20 | Steve Wempen--Bookkeeping December, 2020 | 022-5220-12-023 | 200.00 | | \$ 51,630.25 |
| 5858 | 22-Dec-20 | Tony's Welding--Repair Hangar Door | 022-7440-12-023 | 150.00 | | \$ 51,480.25 |
| 5859 | 22-Dec-20 | Barker Equipment Repair--Replace Block Hrt.in Snow Plow | 022-7441-12-023 | 177.61 | | \$ 51,302.64 |
| | 24-Dec-20 | Arrow Energy--Deposit | | | 652.07 | \$ 51,954.71 |
| 5860 | 26-Dec-20 | Albion Radio Communications, Inc--1st Qrt. NDB Maintenance | 022-7442-12-023 | 420.00 | | \$ 51,534.71 |
| | 30-Dec-20 | Rent--J Crane \$230, K Harshman \$190, W Jesse \$115 | | | | |
| | | K Best \$250, J Green \$115, S Wempen \$115 | | | | |
| | | J Livesay \$125, B Brunken \$115, D Gherardini \$115 | | | | |
| | | D Kroenlein \$115, Ryan Spain \$345 | | | | |
| | | Fuel--\$1280.62 SCA--Ameren \$53.13 Rent--\$1830.00 | | | | |
| | 31-Dec-20 | Anonymous Donation | | | 2,000.00 | \$ 56,698.46 |
| | 31-Dec-20 | Arrow Energy--Deposit | | | 328.58 | \$ 57,027.04 |
| | 31-Dec-20 | Bank Interest | | | 4.52 | \$ 57,031.56 |
| | | Board Meeting--No Meeting January, 2021 | | | | |

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
BUDGET ACCOUNT SUMMARY **December 31, 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 |
|-----------|-----------|--------------|-----------|-------------|--------------|-----------|-----------|-------------|-----------|---------|---------|-------------|--------------|---------|
| | YTD | \$ 10,500.00 | \$ 600.00 | \$ 2,254.08 | \$ 11,362.00 | \$ 131.85 | \$ 708.17 | \$ 2,164.77 | \$ 978.26 | \$ - | \$ - | \$ 3,360.30 | \$ 18,508.12 | \$ - |
| 5847 | 1-Dec-20 | | | | | | | | | | | | | |
| 5848 | 6-Dec-20 | \$ 3,500.00 | | 751.36 | | | | | | | | | | |
| 5849 | 6-Dec-20 | | | | | | | | | | | | | |
| 5850 | 7-Dec-20 | | | | | | | | | | | | | |
| 5851 | 7-Dec-20 | | | | | | | | | | | | | |
| 5852 | 7-Dec-20 | | | | | | | | | | | | | |
| 5853 | 22-Dec-20 | | | | | | | | | | | | | |
| 5854 | 22-Dec-20 | | | | | | | | | | | | | |
| 5855 | 22-Dec-20 | | | | | | | | | | | | | |
| 5856 | 22-Dec-20 | | | | | | | | | | | | | |
| 5857 | 22-Dec-20 | | | | | | | | | | | | | |
| 5858 | 22-Dec-20 | | | | | | | | | | | | | |
| 5859 | 22-Dec-20 | | | | | | | | | | | | | |
| 5860 | 26-Dec-20 | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | |
|-----------|--------------|-----------|-------------|--------------|-----------|-----------|-------------|-------------|-----------|------|------|-------------|--------------|------|
| 31-Dec-20 | \$ 3,500.00 | \$ 200.00 | \$ 751.36 | \$ - | \$ 21.25 | \$ 194.00 | \$ 419.32 | \$ 420.00 | \$ 337.00 | \$ - | \$ - | \$ 1,394.45 | \$ 18,508.12 | \$ - |
| YTD | \$ 14,000.00 | \$ 800.00 | \$ 3,005.44 | \$ 11,362.00 | \$ 153.10 | \$ 902.17 | \$ 2,584.09 | \$ 1,398.26 | \$ 337.00 | \$ - | \$ - | \$ 4,754.75 | \$ 18,508.12 | \$ - |

| | | | | | | | | | | | | | | |
|-------------------------------|--|-------------|--|--|--|--|--|--|--|--|--|--|--|--|
| Monthly Expenses | | \$ 7,237.38 | | | | | | | | | | | | |
| IL Dept. of Revenue | | \$ 214.00 | | | | | | | | | | | | |
| Total Monthly Expenses | | \$ 7,451.38 | | | | | | | | | | | | |
| | | \$ - | | | | | | | | | | | | |
| | | \$ 7,451.38 | | | | | | | | | | | | |

| | |
|---------------------|--------------|
| Total | \$ 58,120.93 |
| Sales Tax Payments | \$ 2,150.00 |
| Total Budget | \$ 60,270.93 |

Shelby County Airport and Landing Field Commission

Fuel Sales December, 2020

| DATE | QUANTITY | CUSTOMER INVOICE | PRICE | CREDIT CD | CHARGE | CASH |
|-----------|----------|----------------------|-------|-------------|-----------|-------------|
| 1-Dec-20 | 43.00 | Credit Card Customer | 2595 | \$ 3.89 | \$ 167.27 | |
| 1-Dec-20 | 12.34 | Matt Figgins | 2596 | \$ 3.84 | \$ 47.39 | |
| 4-Dec-20 | 5.48 | Credit Card Customer | 2597 | \$ 3.89 | \$ 21.32 | |
| 5-Dec-20 | 5.13 | Credit Card Customer | 2598 | \$ 3.89 | \$ 19.96 | |
| 5-Dec-20 | 8.48 | Ryan Spain | 2599 | \$ 3.84 | \$ 32.56 | |
| 5-Dec-20 | 17.44 | Matt Figgins | 2600 | \$ 3.84 | \$ 66.97 | |
| 6-Dec-20 | 119.15 | Credit Card Customer | 2601 | \$ 3.89 | \$ 463.49 | |
| 7-Dec-20 | 10.06 | Credit Card Customer | 2602 | \$ 3.89 | \$ 39.13 | |
| 9-Dec-20 | 10.02 | Credit Card Customer | 2603 | \$ 3.89 | \$ 38.98 | |
| 9-Dec-20 | 13.52 | Credit Card Customer | 2604 | \$ 3.89 | \$ 52.59 | |
| 9-Dec-20 | 55.11 | Credit Card Customer | 2605 | \$ 3.89 | \$ 214.38 | |
| 9-Dec-20 | 10.12 | Credit Card Customer | 2606 | \$ 3.89 | \$ 39.37 | |
| 10-Dec-20 | 5.12 | Credit Card Customer | 2607 | \$ 3.89 | \$ 19.92 | |
| 10-Dec-20 | 5.12 | Credit Card Customer | 2608 | \$ 3.89 | \$ 19.92 | |
| 10-Dec-20 | 57.69 | Credit Card Customer | 2609 | \$ 3.89 | \$ 224.41 | |
| 11-Dec-20 | 20.38 | John Livesay | 2610 | \$ 3.84 | \$ 78.26 | |
| 11-Dec-20 | 8.61 | Credit Card Customer | 2611 | \$ 3.89 | \$ 33.49 | |
| 11-Dec-20 | 1.11 | Credit Card Customer | 2612 | \$ 3.89 | \$ 4.32 | |
| 11-Dec-20 | 4.89 | Cash Customer | 2613 | \$ 3.89 | | \$ 19.02 |
| 11-Dec-20 | 1.00 | Credit Card Customer | 2614 | \$ 3.89 | \$ 3.89 | |
| 12-Dec-20 | 5.24 | Credit Card Customer | 2615 | \$ 3.89 | \$ 20.38 | |
| 14-Dec-20 | 19.12 | Credit Card Customer | 2616 | \$ 3.89 | \$ 74.38 | |
| 14-Dec-20 | 54.59 | Credit Card Customer | 2617 | \$ 3.89 | \$ 212.36 | |
| 15-Dec-20 | 18.06 | Credit Card Customer | 2618 | \$ 3.89 | \$ 70.25 | |
| 15-Dec-20 | 2.50 | Cash Customer | 2619 | \$ 3.89 | | \$ 9.72 |
| 17-Dec-20 | 39.79 | Credit Card Customer | 2620 | \$ 3.89 | \$ 154.78 | |
| 18-Dec-20 | 2.10 | Credit Card Customer | 2621 | \$ 3.89 | \$ 8.17 | |
| 18-Dec-20 | 91.66 | Credit Card Customer | 2622 | \$ 3.89 | \$ 356.56 | |
| 20-Dec-20 | 13.17 | Ryan Spain | 2624 | \$ 3.84 | \$ 50.57 | |
| 21-Dec-20 | 5.11 | Credit Card Customer | 2627 | \$ 3.89 | \$ 19.88 | |
| 21-Dec-20 | 13.01 | Credit Card Customer | 2628 | \$ 3.89 | \$ 50.61 | |
| 21-Dec-20 | 5.15 | Cash Customer | 2630 | \$ 3.89 | | \$ 20.03 |
| 21-Dec-20 | 15.19 | Credit Card Customer | 2631 | \$ 3.89 | \$ 59.09 | |
| 22-Dec-20 | 5.02 | Credit Card Customer | 2632 | \$ 3.89 | \$ 19.53 | |
| 22-Dec-20 | 8.06 | Credit Card Customer | 2633 | \$ 3.89 | \$ 31.35 | |
| 22-Dec-20 | 52.93 | Credit Card Customer | 2634 | \$ 3.89 | \$ 205.90 | |
| 24-Dec-20 | 4.11 | Credit Card Customer | 2635 | \$ 3.89 | \$ 15.99 | |
| 26-Dec-20 | 16.20 | Credit Card Customer | 2636 | \$ 3.89 | \$ 63.02 | |
| 26-Dec-20 | 10.20 | Ryan Spain | 2637 | \$ 3.84 | \$ 39.17 | |
| 26-Dec-20 | 20.88 | Barry Brunken | 2638 | \$ 3.84 | \$ 80.18 | |
| 29-Dec-20 | 31.29 | Credit Card Customer | 2639 | \$ 3.89 | \$ 121.72 | |
| 29-Dec-20 | 54.60 | Credit Card Customer | 2640 | \$ 3.89 | \$ 212.39 | |
| TOTAL | 901.75 | | | \$ 3,058.80 | \$ 395.10 | \$ 48.77 |
| | | TOTAL | | | | \$ 3,502.67 |

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 COST | | NET PROFIT OR LOSS |
|--------------|-----------------|---------------------|---------------------|---------------------|------------------|---------------------|--------------|----------|--------------------|---------------------|--------------------|--------------------|
| | | | CREDIT CD | CHARGE | CASH | | | | | CREDIT CD | CHARGE | |
| 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 | 1492.55 | \$ 3.88 | \$ 4,873.61 | \$ 858.14 | \$ 63.68 | \$ 5,795.43 | \$ 3.14 | \$ 3.34 | \$ 146.97 | \$ 5,126.49 | \$ 668.94 | |
| August | 1848.19 | \$ 3.88 | \$ 4,934.67 | \$ 2,115.26 | \$ 112.07 | \$ 7,162.00 | \$ 3.03 | \$ 3.22 | \$ 139.06 | \$ 6,089.07 | \$ 1,072.93 | |
| September | 1401.38 | \$ 3.88 | \$ 4,067.35 | \$ 1,332.82 | \$ 33.92 | \$ 5,434.09 | \$ 3.22 | \$ 3.42 | \$ 119.48 | \$ 4,913.95 | \$ 520.14 | |
| October | 1223.63 | \$ 3.88 | \$ 3,482.53 | \$ 1,196.73 | \$ 65.16 | \$ 4,744.42 | \$ 3.25 | \$ 3.45 | \$ 106.62 | \$ 4,331.96 | \$ 412.46 | |
| November | 951.38 | \$ 3.88 | \$ 2,705.23 | \$ 922.63 | \$ 61.04 | \$ 3,688.90 | \$ 2.99 | \$ 3.18 | \$ 89.52 | \$ 3,111.93 | \$ 576.97 | |
| December | 901.75 | \$ 3.89 | \$ 3,058.80 | \$ 395.10 | \$ 48.77 | \$ 3,502.67 | \$ 2.86 | \$ 3.04 | \$ 96.68 | \$ 2,836.87 | \$ 665.80 | |
| TOTAL | 15137.27 | \$ 3.95 | \$ 42,416.17 | \$ 15,504.60 | \$ 729.41 | \$ 58,650.18 | | | \$ 1,326.14 | \$ 50,292.03 | \$ 8,358.15 | |

\$30 Monthly Fee Included in Arrow Fee Above

John Pogue 217-306-5958 · Email-- jpstorage51@yahoo.com

February 9, 2021 9:00 AM Courtroom B
TO: Jessica Fox-Shelby County Clerk/Recorder
shcoclerk@shelbycounty-il.com

Purchasing committee meeting

Agenda: Approve monthly expenses

Roll Call: John Pogue chairman, Gary Gergeni, Jeff Slifer, Don Tate, Ken Barr, Paul Canaday, Lynn Williams all present.

Old Business none

New Business: Inspected all bills presented to the committee. Discussed and questioned certain bills regarding Flynn, supporting documents, and Coroner mileage and other bills not documented. County recorder explained about some bills not having supporting documents.

EMA phone bill \$297 ? Jesse explained the phone had to stay on to support the computer with the dept. Don Tate questioned why we cant have all mileage slips from those who get reimbursed for mileage, i.e. coroner.

All members approved and acknowledged to pay the bills for the month of January, 2021. No public comments.

10:31 am Motion to adjourn by Jeff Slifer, 2nd by Gary Gergeni

Minutes signed by all members.

FILED
FEB 09 2021
Jessica Fox
SHELBY COUNTY CLERK

FEB 9 2021

HEALTH COM.

JEFF SLIFER

ROD HIE

JESSE DURBIN

LYN WILLIAMS

KENNY BARR

MEETING STARTED 10:20

MEETING ADJOURNED ~~AT~~ 10:40

LYN MADE MOTION TO APPROVE BILLS AS PRESENTED

JESSE SECOND, PASSED

ROD MADE MOTION TO ADJOURN

KENNY SECOND

PASSED

APPROVED Health Committee

FILED

FEB 09 2021

Jessie Cox
SHELBY COUNTY CLERK

Leesa Salary
2-9-21

[REDACTED]

[REDACTED]

[REDACTED]

FILED
FEB 09 2021

Jessie Cox
SHELBY COUNTY CLERK

Motion Book - 2nd Patrick
Meeting called to order @ 2:38
Meeting adjourned @ 3:37
Patrick & David
Motion Second.

Law Enforcement Committee Meeting Agenda

February 4, 2021 at 9:00 a.m.

Shelby Co. Sheriff's Office

1. Approval of Minutes of January Meeting
2. Old Business
3. Surplus Property
4. Body Cameras
5. CAD Migration System Update
6. Windows at the Courthouse
7. State's Attorney's Report
8. Public Comments
9. Review Expenditures

Farm Committee meeting

Room
B

Jan. 22nd, 2021

9:08

Chairman - [REDACTED]

Member - [REDACTED]

" [REDACTED]

1. Conit lease per AG - 1974 opinion

2. Custom chop by County?

3. County will

4. Tenant will pay taxes for back taxes

5. Committee suggests paying taxes *

6. Will talk to Tim to drop custom John

7.

[REDACTED]

ZONING COMMITTEE MEETING MINUTES

The Zoning Committee (Dennis Drnjevic, Bob Simpson, and Terry Metzger) met on Friday, January 22, 2021 at 9:00 AM in Jury room B. Also present was County Clerk Jessica Fox and City of Shelbyville Zoning Administrator Gary Townsend. Metzger had previously spoken with Townsend about working with Shelby County until a permanent Zoning Administrator can be hired due to the lack of one since mid- August. The Health Department has been keeping track of those residents seeking septic permits, so building permits can be issued once someone is hired. The County has received several phone calls from people requesting Zoning questions, so the County needs to fill this position as soon as possible.

It was suggested and perhaps an Intergovernmental agreement can be established between the County and the City of Shelbyville for Townsend to serve as Zoning Administrator on an interim basis until someone can be hired to fill this position. Townsend is interested in help Shelby County with this position in the interim. The City of Shelbyville currently pays Townsend \$400.00 a month as Zoning Administrator. Metzger will speak with State's Attorney Kroncke to see if she can work out an intergovernmental agreement with City of Shelbyville attorney Jack Kiley.

The Zoning committee plans on making a recommendation to approve this agreement at the February 11, 2021 Shelby County Board meeting. Metzger made motion to adjourn, Simpson seconded said motion, all voted aye by voice and the meeting was adjourned at 9:43 AM.

Respectfully,

Jessica Fox
Shelby Co. Clerk & Recorder

Zoning Board

1-28-21

Attendance:

* Denny Drnjevic Nicole Kronke
* Bob Simpson * Terry Metzger
 Bob Orndorff

→ Bob Simpson opened meeting at 11:00 A.M.

→ Committee discussed job description and terms of Zoning Administration^{er}.

→ Denny Drnjevic made motion to adjourn Simpson 2nd.

* Denotes committee member

[REDACTED]

Animal Control

1-27-21

Present:

Bradley Hudson
Bob Simpson
Dr. Spesard

Terry Metzger
Jeff Slifer

- ⇒ Committee met ~~and~~ discussed and approved ~~the~~ expenses. Motion to approve bills by Bob Simpson 2nd by Jeff Slifer.
- ⇒ Animal Control officer ~~Brad~~ Hudson reported 16 puppies had been picked up and brought to animal control facilities - within (2) days with the help of Penny Standerfer ALL (16) puppies have been adopted or rescued out. Way to go Penny & Brad.
- ⇒ Committee brought Jeff Slifer up to speed on the purchase of new truck.
- ⇒ Bob Simpson made motion to adjourn.
Jeff Slifer 2nd

FILED
JAN 27 2021

Jessie Cox
SHELBY COUNTY CLERK

John Pogue 217-306-5958 Email-- jpstorage51@yahoo.com

February 2, 2021 9:00 AM Courtroom B
TO:Jessica Fox-Recorder

County Farm Committee Meeting

Agenda: Search for suggestions to replace the farm lease with a legal contract that satisfies the statutes.

Roll Call: Mark Bennett-present, Jessie Durbin-present, John Pogue-present
States Attorney Nicole Kronke also present

States Attorney Kronke explained that the Attorney Generals Office hasn't come up with any more cases where the "Farm Lease" was legitimate and she received a License Agreement from another county where they paid their farmer like a custom crop operator and that this made the real estate "Tax Exempt". This would be the committees approach to the solution.

Jim Schwerman, Farm Manager, from Shelby County State Bank, was asked to present ideas for a custom crop operator program.

He brought his custom operator contract that he uses with the County Airport Farm operation. He explained that this could fit the bill and would discontinue the "farm lease" idea the County has always used. He also suggested we use his current operator agreement, with a new title revised by our States Attorney to be titled License Agreement, that other counties have used that eliminates the taxation issue the county has come up against.

These documents will be presented at the next Board Meeting on 2/11/21.

Summary to the County Board

1. Ask the board to have treasurer pay the prior taxes on this farm after our new agreement allows it to become tax exempt as State Dept of Revenue allows.
2. Approve the new Farm License Operator Agreement
3. Have Jim Schwerman come and present the program to the Board and explain the 1st time funding from the County for 2021 expenses of the farm operation.
As a committee, we all agree and suggest that the County Board approve the License Agreement if the tax exempt issue and the prior taxes are paid in the meantime. We also agree to ask the current farmer be the Operator for 2021 after the Current and Past Real Estate Taxes have been paid for the prior years. The new NO BID License Agreement will need to be approved at this meeting in order to go forward with the Operator acknowledgement.

No Public Comments were made. A Voice recording was made by John Pogue and forwarded to the Recorders office along with the minutes. Motion was made by Mark Bennett and 2nd by Jessie Durbin to adjourn at 11:32 am.

C.E.F.S. Economic Opportunity Corporation

"Community Action Agency"



1805 S. Banker Street, P.O. Box 928
Effingham, Illinois 62401-0928
PHONE: (217) 342-2193 ~ FAX: (217) 342-4701
E-MAIL: cefs@cefseoc.org
WEBSITE: www.cefseoc.org

KEVIN BUSHUR
Chief Executive Officer

January 25, 2021

TO: Jessica Fox
Shelby County Clerk
301 E. Main
PO Box 320
Shelbyville, IL 62565

FROM: John Gillmore
Program Manager
1805 S. Banker St.
Effingham, IL 62041

FILED
FEB 09 2021

Jessica Fox

SHELBY COUNTY CLERK

Enclosed is a copy of the Shelby County December PCOM report to share with your board members. Please contact me at 217-342-2193 ext. 161 or by e-mail at jgillmore@cefseoc.org if there are any questions.


John Gillmore
Program Manager

Enclosures

EQUAL OPPORTUNITY EMPLOYER

414

Daily Management Statistics Report

C.E.F.S. Eco. Opp. Corp.

12/01/2020 - 12/31/2020

Shelby

| | |
|--------------------------------|------------|
| Days of Service: | 21 |
| Invoice Revenue: | \$2,596.00 |
| Fares Collected: | \$151.00 |
| Total Revenue: | \$2,747.00 |
| ServiceMiles: | 6541 |
| Non-Service/Admin Miles: | 853 |
| Service Hours: | 429.31667 |
| NonService Hours: | 7.9 |
| Total Billable Riders: | 924 |
| Average Revenue Per Ride: | \$2.97 |
| Average Miles Per Ride: | 7.1 |
| Average Hours Per Ride: | 0.4646 |
| Average Rides Per Day: | 44.0 |
| Average Service Miles Per Day: | 311.5 |
| Average Service Hours Per Day: | 20.4 |
| Average Revenue Per Day: | \$130.81 |
| Total Passenger Trips | 924 |
| NonBillable No Shows: | 5 |
| Rider Cancels: | 127 |
| Subscription Rides: | 355 |
| Demand Rides: | 569 |
| Immediate Rides: | 18 |
| In Area Rides: | 924 |
| Out of Area Rides: | 0 |
| In County Rides: | 924 |
| Out of County Rides: | 0 |
| Unduplicated Riders: | 36 |
| Denied Rides: | 3 |
| Ambulatory Rides: | 906 |
| Non Ambulatory Rides: | 18 |
| Accidents: | 0 |
| Breakdowns: | 0 |
| Wait Hours: | 0.0 |
| Escort Hours: | 0.0 |
| Trainee Hours: | 0.0 |
| Fuel Cost: | \$1,519.06 |
| Gallons Fuel: | 666.1 |
| Fuel Cost Per Gallon | \$2.28 |

C.E.F.S./Central Illinois Public Transit
Grant Recipient Monthly Monitoring Outcome Report
Shelby County

| Hours of Service for Shelby County Transportation are 6:00 A.M. to 6:00 P.M. | | | | | | | | | | | | | |
|--|-----------|-----------|----------|----------|----------|----------|--------|--------|--------|--------|--------|--------|-----------|
| Monitoring Indexes | Jul-21 | Aug-21 | Sep-21 | Oct-21 | Nov-21 | Dec-21 | Jan-21 | Feb-21 | Mar-21 | Apr-21 | May-21 | Jun-21 | Total |
| Number of Days of Service | 23 | 21 | 22 | 22 | 20 | 21 | | | | | | | 129 |
| Number of Trips | 418 | 823 | 1,167 | 1,068 | 809 | 924 | | | | | | | 5,209 |
| Number of Vehicles | 2 | 14 | 11 | 11 | 16 | 11 | | | | | | | |
| Revenue Vehicle Hours | 314 | 406 | 476 | 477 | 427 | 429 | | | | | | | 2,529 |
| DOAP Revenues | 5,180 | 6,034 | 6,356 | 6,696 | 6,796 | 6,541 | | | | | | | 37,603 |
| 5311 Revenues | | | | | | | | | | | | | \$0 |
| Contract Revenues | | | | | | | | | | | | | \$0 |
| Fares | \$154 | \$200 | \$4,319 | \$712 | \$6,895 | \$2,829 | | | | | | | \$16,867 |
| System Expenses | \$13,657 | \$19,123 | \$872 | \$204 | \$261 | \$271 | | | | | | | \$1,962 |
| Net Revenues | -\$13,503 | -\$16,811 | \$20,297 | \$22,130 | \$20,265 | \$93,960 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$189,432 |
| Ridership | 30 | 25 | 36 | 33 | 35 | 36 | | | | | | | 195 |
| Trip Denials | 0 | 0 | 1 | 1 | 1 | 3 | | | | | | | 6 |
| Trip Denied but Provided | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 |
| Cost per Trip | \$32.67 | \$23.24 | \$17.39 | \$20.72 | \$25.05 | \$101.69 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$36.37 |
| Cost per Hour | \$43.49 | \$47.10 | \$42.64 | \$46.39 | \$47.46 | \$219.02 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$74.90 |
| Cost per Mile | \$2.64 | \$3.17 | \$3.19 | \$3.30 | \$2.98 | \$14.36 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5.04 |
| Maintenance of Vehicles | 3 | 3 | 5 | 6 | 5 | 3 | | | | | | | 25 |
| Maintenance of Facilities | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 |
| New Service Contracts | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 |
| Overtime Hours | 9 | 7 | 19 | 16 | 24 | 33 | | | | | | | 108 |
| Complaints | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 |
| Vehicle Accidents | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 |
| Mobility Index Outcomes/Efforts | 0.019 | 0.037 | 0.052 | 0.048 | 0.036 | 0.041 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.233 |
| Annualized Mobility Index | 0.224 | 0.333 | 0.431 | 0.466 | 0.460 | 0.466 | 0.399 | 0.349 | 0.311 | 0.280 | 0.254 | 0.233 | |
| (Note - Annual Goal is .69) | | | | | | | | | | | | | |
| 2010 Census Rural Population | | | | | | | | | | | | | |
| Shelby County | 22,363 | | | | | | | | | | | | |

416

Feb. 11, 2021 County Board Chairman Appointments

Bruce Steinke – Reappoint to Zoning Board of Appeals

John Strohl – Appoint to the Sheriff's Merit Commission

Gary Gergeni - Regional Office of Education

Paul Canaday – Eastern Illinois Economic Development Authority (EIEDA)

Pamela Fairbanks – Shelby County Housing Authority (on the recommendation of Brett Koehler, Executive Director)

State of Illinois)
)
Shelby County)

CERTIFICATE OF APPOINTMENT

This certifies that Paul Canaday has been appointed to the Eastern Illinois Economic Development Authority by the Chairman of Shelby County, effective immediately for a term expiring the third Monday of 2026, and is hereby authorized to perform all the duties of said office.

Dated: Feb. 11, 2021



County Board Chairman

Appointee Contact Information:

Mailing Address: 1203 W. Northland Dr., Shelbyville 62565

Telephone Number: 217-433-5130

Email Address: paul.canaday@me.com



Eastern Illinois Economic Development Authority

1817 South Neil Street • Champaign • IL 61820 • Toll Free: 866-325-7525 • Email: andrewjhamilton@eieda.com

September 9, 2020

The Honorable Bruce Cannon
Chairman, Shelby County Board
301 E Main, PO Box 230
Shelbyville, Illinois 62565

Dear Chairman Cannon:

I am contacting you to request an appointment to replace Frank Mulholland from Shelbyville to the Board of Directors for the Eastern Illinois Economic Development Authority (EIEDA). Mr. Mulholland recently resigned his position for personal reasons as I believe you are aware. It is important for our bond financing projects and for quorum purposes that EIEDA maintains a current and complete Board of Directors and we want to make sure that Shelby County has representation on the EIEDA Board.

For your convenience, I have attached a Certificate of Appointment. If you have any questions, please call me at 866-325-7525 or reach out by responding to this email. While we understand the extraordinary challenges facing county governments given the response efforts prompted by the coronavirus pandemic, your prompt attention to this matter would be most appreciated as schedules permit. Please return the completed Certificate once an appointment has been made. Thank you.

Respectfully yours,

A solid black oval redaction covering the signature of Andrew Hamilton.

Andrew Hamilton
Executive Director

cc: Frank Mulholland

FILED
SEP 09 2020

A handwritten signature in cursive script, appearing to read "Jennie Cox".
SHELBY COUNTY CLERK

418A